

**COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
INTERAGENCY CONTRACT**

This contract is made by and between the **Department of Environmental Quality** (hereinafter referred to as the "Department") and the **Central Shenandoah Planning District Commission** ("Central Shenandoah PDC"; hereinafter referred to as the "Provider"). The parties to this contract, in consideration of the mutual covenants and stipulations set out herein, agree as follows:

**DESCRIPTION OF WORK:** The Provider shall carry out the project as set forth in the Contract documents.

**CONTRACT PERIOD:** The work shall commence on **January 26, 2024**, and shall terminate no later than **December 31, 2024**. The terms and conditions of this contract shall continue until the Department authorizes changes by written notice to the Provider.

**Pre-Award Costs:** The Department will pay pre-award costs for eligible activities / components specified in the Scope of Service approved by the Department, effective. **January 1, 2024**. The Provider shall report on all DEQ approved all pre-award activities / components in accordance with the "Reporting" requirements specified in the "Contract Documents"; and shall report all approved pre-award activities / components with the first required report submittal.

**PAYMENTS:** The Department shall pay the Provider a total fixed-not-to-exceed price of **\$58,000** for the contract period. This sum, together with the matching funds provided, shall include all expenses for the work. Payment shall be made upon receipt of an invoice and/or other appropriate documentation or reports and their acceptance by the Department.

**INVOICE ORIGINALS SHALL BE SENT TO:**

DEPARTMENT OF ENVIRONMENTAL QUALITY  
ATTENTION: ACCOUNTS PAYABLE  
P.O. BOX 1105  
RICHMOND, VIRGINIA 23218-1105

**REPORTING REQUIREMENTS:** The Provider shall prepare and submit reports as indicated in the Scope of Work.

**THE CONTRACT DOCUMENTS SHALL CONSIST OF:**

- (1) This signed form;
- (2) The Scope of Work (as approved by the Department: "Scope of Service"; "Attachment A: Narrative Progress Summary Report"; "Project Financial Report Form – Attachment B"; and the "Milestone Table (Attachment C)"; and
- (3) The General Terms and Conditions.

**PRECEDENCE OF TERMS:** In the event of a conflict between or among terms in the documents included in this contract, the following documents control in order from the most important to the least important: General Terms and Conditions; the signed Interagency Contract form; and the Scope of Work.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**PROVIDER**

**DEPARTMENT OF ENVIRONMENTAL QUALITY**

By: Bonnie Riodesel 1/26/24  
Signature Date

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

Bonnie Riodesel  
Name (Type or Print)

- Alvie Edwards  
Director of Administration

Executive Director  
Title

TO: Bonnie Riedesel  
Name  
Executive Director  
Title  
Central Shenandoah Planning District Commission  
Government Agency or Organization

SUBJECT: CTR022677  
Contract Number

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(For Interagency Contracts)

### QUALIFIED CERTIFICATION OF VENDOR RELATIONSHIP

I certify that all of the funds from the proposed project provided by the Department of Environmental Quality to Central Shenandoah Planning District Commission should be classified by Central Shenandoah Planning District Commission as a Vendor Relationship, for the sale of goods or services to the Department of Environmental Quality.

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(For Grant Contracts)

### CERTIFICATION OF SUB-RECIPIENT RELATIONSHIP

I certify that all of the funds provided by the Department of Environmental Quality to the \_\_\_\_\_ for the attached proposed project should be classified by the \_\_\_\_\_ as sub-recipient grants, not as sales of goods or services to the Department of Environmental Quality.

If certified as a sub-recipient, indicate whether fund is:

\$ \_\_\_\_\_ Sub-Recipient Non-Federal Match

\$ \_\_\_\_\_ Federal

If Federal:

CFDA Number \_\_\_\_\_

Federal Sponsor: \_\_\_\_\_

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Alvie Edwards  
Director of Administration  
Telephone: (804) 898-9883

**Scope of Service**  
**Virginia Chesapeake Bay Watershed**  
**2024 Planning District Commission (PDC) Locality Implementation Program**

**A. CONTACT INFORMATION**

<b>Provider:</b>	Central Shenandoah Planning District Commission	<b>Contact Person:</b>	Bonnie Riedesel, Executive Director Zach Beard, Senior Planner
<b>UEI #:</b>	FMNSWBBXJHR3	<b>Phone Number:</b>	540.885.5174
<b>Federal ID #:</b>	54-0857625	<b>Email:</b>	<a href="mailto:bonnie@cspdc.org">bonnie@cspdc.org</a> <a href="mailto:zach@cspdc.org">zach@cspdc.org</a>
<b>Mailing Address:</b>	112 MacTanly Place Staunton, VA 24401	<b>Invoice/Checks Payable To:</b>	Central Shenandoah Planning District Commission
<b>Project Title:</b>	2024 Chesapeake Bay Watershed PDC Locality Implementation Program		
<b>Contract Period:</b>	<b>Start:</b> Pre-award cost allowance on January 1, 2024		<b>End:</b> December 31, 2024
<b>DEQ Project Manager:</b>	Susan Hale ( <i>interim</i> )	<b>Email:</b>	<a href="mailto:susan.hale@deg.virginia.gov">susan.hale@deg.virginia.gov</a>
<b>CBRAP Funds (federal):</b>	\$58,000	<b>Match Funds (local):</b>	\$14,500
<b>TOTAL 2024 contract funds:</b>	\$72,500		

**B. PROJECT OVERVIEW**

*Note: References to "Grant"/"grant"/"grant funds" within section "B" are defined as pertaining strictly to the federal grant awarded to DEQ; the contract awarded by DEQ to the PDC is not a grant contract.*

In continuance of implementation of the Chesapeake Bay Phase III Watershed Implementation Plan (WIP), the Virginia Department of Environmental Quality (DEQ), in cooperation with the Chesapeake Bay Program Partnership and other state and federal partners, has made grant funds available as authorized in the federally-funded 2023 Commonwealth of Virginia Chesapeake Bay Regulatory and Accountability Program (CBRAP) Work Plan approved by EPA. Virginia's Planning District Commissions (PDCs), as authorized in the Code of Virginia (§15.2-4207), encourage and facilitate local government cooperation and state-local cooperation in addressing, on a regional basis, problems of greater than local significance, specifically in the functional area of environmental management.

The intent of this project initiative is for each Virginia PDC covering or including Chesapeake Bay watershed localities to provide regional leadership, technical support and administrative assistance for Best Management Practice (BMP) implementation to local governments of the Chesapeake Bay Watershed Area as outlined within the “activities” below. This project will allow for continued momentum of operations, discussions and relationships with local governments and stakeholders of each watershed region to promote and expand implementation initiatives.

*Note: The focus of this initiative is for the unregulated, non-Municipal Separate Storm Sewer System (MS4) areas of localities. However, regulated areas may be included, as long as the data reporting of BMP Activities will not be duplicated by required BMP Warehouse and MS4 reporting. BMP activities funded through this contract are required to be entered into the BMP Warehouse<sup>1</sup>.*

The 2024 funding allocation is a total-fixed, not-to-exceed aggregate amount of \$58,000. The required local match amount for each PDC will be twenty-five percent of the base \$58,000, or \$14,500 per PDC. Additional, regionally specific implementation activity may also be funded through a separate, sub-recipient grant agreement with DEQ.

#### **C. PROJECT METHODOLOGY AND DELIVERABLES**

**(A**

***corresponding timeline will become contract Attachment C, Milestone Table)***

The goal of this contract is continued information sharing and facilitation among PDC localities and partners, as well as increased BMP implementation. The completion of all deliverables as noted in Activity groups 1 and 2 will constitute satisfactory completion under this contract.

*Note: The PDC is encouraged to continue developing collaborative arrangements between two (2) or more PDCs to foster greater regional collaboration and efforts.*

Payment will be provided by DEQ upon satisfactory completion, in accordance with the Project Budget Summary and Payment Process in section D. Evaluation of satisfactory completion will be based on progress detailed in an Interim Project Report, a Final Project Report and the project deliverables for each activity.

#### **Activity 1: Project Administration**

The PDC shall:

- a. Submit draft 2025 regionally-specific deliverables implementing the goals of the 2025 Scope of Service as described in Activity 2B below (by March 29, 2024).
- b. Submit the interim PDC contract report and reimbursement request (by July 19, 2024).

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<sup>1</sup> BMP Warehouse may be accessed at: <https://apps.deq.virginia.gov/BMP>

- c. Submit final 2025 Scope of Service as described in Activity 2B below (by September 27, 2024).
- d. Submit the final PDC contract report and final reimbursement request (by January 17, 2025).

**Activity 2A: Chesapeake Bay Phase III WIP Implementation with Localities and Regional Partners (Required Deliverables)**

At minimum, the PDC shall continue to engage localities and regional and state partners regarding Chesapeake Bay Phase III Watershed Implementation Plan (WIP) programmatic actions, to promote and facilitate implementation of initiatives and activities towards achieving the goals of Virginia's Phase III WIP. These partners include, but are not limited to, local and regional governments; Soil and Water Conservation Districts (SWCDs); river basin commissions (e.g., Rivanna River Basin Commission, Rappahannock River Basin Commission, etc.); environmental non-profits (e.g., Friends of the Rappahannock, James River Association, etc.); and state and federal agency representatives (Virginia Department of Forestry, Environmental Protection Agency, etc.).

The PDC shall focus on liaison activities between localities and all partners, and shall:

- a. Attend partner meetings such as local Watershed Roundtables, Chesapeake Bay Program Goal Implementation Team (GIT) and Work Group (WG) meetings, and other related groups to discuss increased WIP BMP implementation, and include WIP implementation ideas on meeting agendas. Assist localities and other partners with searching, applying for, and managing funding opportunities, including, for example, researching grant opportunities, maintaining a matrix of relevant grant programs (including funding limits, matching requirements, and links to application materials), and disseminating funding information to localities. Attend grant information sessions, workshops, webinars, etc. sponsored by DEQ, Chesapeake Bay Program, and other related agencies. Educate stakeholders about the direct local benefits of implementing BMPs in their communities (instead of focusing on the Bay area exclusively), and engage and encourage citizens to participate by promoting the benefits to their local communities. (by December 31, 2024).
- b. Upon request from DEQ's Office of Environmental Justice, the PDC will work to facilitate the sharing of information on local, regional, and state efforts on Environmental Justice, where available, between DEQ, the PDC, and localities including the coordination of discussions and training to be provided by DEQ (by December 31, 2024).

**Activity 2B: Regionally Specific Implementation Activities:**

PDCs will submit draft 2025 regionally-specific deliverables by March 29<sup>th</sup>, 2024, to implement the goal of the 2025 Scope of Service (SoS). The goal of the 2025 SoS is to emphasize how the PDC, their respective localities, or partners (or some combination thereof) will work to implement BMPs. If implementation projects are not feasible for the PDC or their respective localities, PDCs shall draft regionally-specific deliverables showcasing how they will continue to advance WIP Phase III efforts using the Required and Optional deliverables from previous contracts as reference. Draft SOS shall be based on the knowledge and information acquired during the previous 6 grant cycles, collaborative efforts with implementing state agencies or organizations, and feedback from local governments and other partners. After review by DEQ, PDCs will submit a finalized SOS by September 27<sup>th</sup>, 2024. Note that 2025 funding may be adjusted based on the submitted SOS depending on the scale of proposed implementation project(s).

In 2024, the PDC (and/or its partner(s)) shall implement the following project(s):

- a. Assist localities with the Virginia Department of Forestry (DOF) Virginia Trees for Clean Water grant program, grant applications, and tree planting BMP implementation. CSPDC staff will conduct an in-house urban tree canopy assessment for 1-2 unregulated localities to assist with tree planting efforts, and to gain a better understanding of the localities' tree canopy and planting needs. CSPDC will coordinate with DOF on the assessments.
  - CSPDC plans to assist the City of Buena Vista with a DOF Virginia Trees for Clean Water grant to cover tree planting costs for the City's Community Development Block Grant streetscape project, which CSPDC is also assisting with.
- b. Develop a matching mini-grant program for localities and regional partners for direct BMP implementation. CSPDC will develop a grant application so that localities and partners can apply for funding for BMP implementation projects or activities. Eligible projects would include costs toward direct BMP implementation.

***In 2024, the PDC (and/or its partner(s)) will also implement a BMP project(s) planned with DEQ Infrastructure, Investment and Jobs Act grant funding through a separate, sub-recipient agreement award. That agreement will be developed, described, budgeted and tracked separately from this contract.***

**D. PROJECT BUDGET SUMMARY AND PAYMENT PROCESS**

DEQ will issue payment to the PDC upon completion of these deliverables as outlined in Section C above. DEQ will provide reporting forms to the PDC when the contract is finalized as attachments to the contract. For the Interim and Final Project Reports, the PDC shall submit

supporting documentation of the invoiced amount to include a narrative summary (contract Attachment A), an invoice (contract Attachment B) and an updated Milestone Table (contract Attachment C) documenting and describing satisfactory completion of deliverables. The Interim Project Report invoice may be submitted by the PDC upon completion of all the deliverables for the Activity, or upon completion of some of the Activity's deliverables, as a percentage of the total fixed not-to-exceed aggregate contract price. In the event the PDC submits an invoice for some of the Activity's deliverables, DEQ, in its sole discretion will determine if the invoiced amount represents an appropriate value for those deliverables.

There may be small aspects of activity deliverables that require a sub-contracting arrangement for successful completion, such as acquiring GIS and imagery products. However, since the long-term goal is expanded PDC capacity toward promoting and facilitating implementation to meet Chesapeake Bay WIP III goals, contracting the project in its entirety is not eligible under this contract. The \$58,000 for each PDC will be listed in the *Contractual* budget category.

The Interim Project Report will be due July 19, 2024. Updates on Activities will be required, whether a reimbursement request accompanies the report or not. A draft list of regionally-specific deliverables for 2025 will be required no later than March 29, 2024, and a finalized Scope of Service will be required by September 27, 2024. The Final Project Report will be due no later than January 17, 2025, and must include supporting documentation for all of the completed deliverables (unless previously reported in the Interim Report), any additional supporting data and information related to the deliverables, a final description of how capacity within the PDC was improved, and a final reimbursement request for payment. Satisfactory completion will be determined by DEQ.

## **Appendix A: Historic Optional Deliverables**

**Note that the optional deliverables are no longer required in the 2024 Scope. They are listed here as historical reference if the PDC would like to incorporate some of these activities into their regional activities in the 2024 Scope.**

- a. Assist localities and stakeholders with the development of BMP implementation projects, and other programmatic actions on an as-needed basis. Document assistance provided and project status. If project was not pursued, document the challenges and potential solutions for this project and future projects as applicable. Assist localities in the completion of BMP implementation projects.
- b. Continue work with localities and other partner organizations to develop cost estimates, project proposals and potential budgets for implementation of Bay Program-approved BMP projects and to identify opportunities to align multiple program needs. For example, existing Indoor Plumbing Rehabilitation grants are underutilized due to lack of engagement from homeowners within the project areas.
- c. Research grant opportunities and maintain an up-to-date library of Requests for Proposals and any successful grant applications to assist localities in identifying BMP implementation projects. Include a matrix of relevant grant programs with funding limits, matching requirements, links to application materials, and any other critical information. Attend grant information sessions, workshops, webinars, etc. sponsored by DEQ, Chesapeake Bay Program, and other related agencies.
- d. Work with localities and any other applicable partners to develop a matrix of potential BMP implementation projects for the PDC region, including estimates of potential project costs, funding sources, partners, and any other key information. Using this matrix, assess SLAF funding needs for the region and provide total to DEQ.
- e. Disseminate funding information to localities; update websites and other applicable resources. Assist localities in applying for funds and provide grant writing assistance when needed, including for Bay TMDL related grant writing assistance, as well as provide contract administration and project management services for awarded grants, based on local needs.

- f. Coordinate with DEQ, Bay PDCs, and localities to identify, discuss, and/or develop training opportunities for localities including, but not limited to, BMP implementation, verification, and maintenance, new CBPA regulations and guidance, new wetlands guidance, WIP III BMP training needs (e.g. design, tracking, verification, maintenance). Provide training opportunities or webinars for locality staff, bring in speakers and WIP III related subject matter experts, and identify, discuss, and/or develop other training needs as they arise.
- g. Work with localities to continue compiling GIS shapefiles to support the biennial Chesapeake Conservancy's Bay High-Resolution Land Cover Update project and other Bay model updates where such data exists. Data layers of interest include parcel data, local land use data, building footprints, MS4 boundaries, sewer service areas and planned expansions, street centerlines, zoning data, federal, state and municipally owned lands or other relevant data sets. If the PDC was not going to actively participate in the review they would at a minimum to follow up with the individual localities to facilitate a comment/no comment response to the Conservancy. Ancillary data may also be compiled as GIS shapefiles to support the biennial Chesapeake Conservancy's Bay High-Resolution Land Cover Update project and other Bay model updates where such data exists. Data layers of interest include parcel data, local land use data, building footprints, MS4 boundaries, sewer service areas and planned expansions, street centerlines, zoning data, federal, state and municipally owned lands or other relevant data sets. Share regional information from the Bay Program analysis of land cover change with local governments.
- h. Support local adoption of procedures, plans, policies, and/or programs to support forest conservation and/or land policies that reduce the impact of future development. Document assistance provided such as meetings facilitated, model language developed, and draft policy comments.
- i. When requested, update the environmental sections of local government comprehensive plans and create model WIP III language for inclusion. Additionally, assist localities with updating local ordinances and zoning regulations, when requested.
- j. Create a local water quality policy "toolbox". Create and maintain an accessible, easy to use "toolbox" of land instruments available to local governments such as: tree preservation, LID, CBPA, floodplain, wetlands ordinances, smart zoning allowing denser development offset by conservation of open space, and possibly include transportation system considerations. If similar tools already exist, utilize one or more to promote the

implementation of policies and procedures that support improving water quality (such as the tools for green infrastructure solutions, retrofits, construction and maintenance projects demonstration and trainings).

- k. Work with local governments to utilize VDH/VIMS wastewater island data to target areas of high septic failures for potential use of American Rescue Plan Act funding or other sources of funding available from VDH and DEQ to repair or place aging or underperforming onsite systems.
- l. Work with local governments and the Virginia Department of Forestry (DOF) to utilize heat island mapping data, Urban Tree Canopy Assessment, public tree inventory, or other relevant assessment to target urban tree planting efforts. If such data or assessment is not available, identify local governments that may be interested in such studies and work with localities to initiate them. Funding for planting projects and assessments may be available from DOF.
- m. Collaborate with other Bay PDCs as part of the urban sector network group, and: i) develop a proposal(s) for new locally relevant urban stormwater BMPs for potential inclusion into the Chesapeake Bay Modeling framework or to revise existing BMPs currently included in the framework, as needed; ii) coordinate meetings and/or teleconferences to discuss the BMP implementation process and efforts to assist unregulated (non MS4) communities.
- n. Assist a local government in implementing a BMP not covered in the above options and reporting it to the Chesapeake Bay Program via the appropriate channel. Document assistance provided and lessons learned.

## Attachment A: Narrative Progress Summary Report

### Chesapeake Bay Regulatory and Accountability Program (CBRAP) Project

*Please submit this form electronically, along with the rest of the quarterly report material to your DEQ Project Manager.*

Project Title	2024 Chesapeake Bay Watershed PDC Locality Implementation Program		
Contract #	#CTR022677		
Organization	Central Shenandoah PDC		
Select Report Type	<input type="checkbox"/> Interim (by 07/19/24) <input type="checkbox"/> Final (by 01/17/25)		
Name & Title of Individual Reporting		Date:	Click here to enter a date.

#### Progress Summary:

*Provide a brief description of activity deliverables (as outlined in the Scope of Services) that have been completed to date. For deliverables that require submitting a product to DEQ, note the product and any particular information needed to explain it. Provide a brief status on any incomplete deliverables or those that might be behind schedule. Note any other challenges or setbacks that have arisen.*

## COMMONWEALTH OF VIRGINIA - DEPARTMENT OF ENVIRONMENTAL QUALITY

## Project Financial Report Form - Attachment B

## Chesapeake Bay Regulatory and Accountability Program (CBRAP)

DEQ Contract Number: DEQ #CTR022677

Contractor:	Central Shenandoah PDC	Contact(s):	Bonnie Kiedeser, Executive Director Zac Beard, Senior
UEI #:	FMNSWBBXJHR3	Phone Number:	540-885-5174
Federal ID #:	54-0857625	Email:	<a href="mailto:bonnie@cspdc.org">bonnie@cspdc.org</a> <a href="mailto:zach@cspdc.org">zach@cspdc.org</a>
Mailing Address:	112 MacTanly	Invoice/Checks	Central Shenandoah
City, State, Zip:	Staunton, VA 24401	Payable To:	PDC
Project Title:	2024 Chesapeake Bay Watershed PDC Locality Engagement Program		
Contract Period:	Start:	pre-award on 1/1/24	End: 12/31/2024

  

Report Type: (Select one)	_____	Interim Report	July 17, 2024
	_____	Final Report	January 15, 2025

  

DEQ Funds (Federal)	Project Budget	Current Expenditures	Cumulative Expenditures	Unexpended Project Balance
Personnel				\$ -
Fringe				\$ -
Travel				\$ -
Supplies				\$ -
Contractual	\$ 58,000.00			\$ 58,000.00
Other Direct				\$ -
<b>TOTAL</b>	<b>\$ 58,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 58,000.00</b>

  

<b>Total Reimbursement Request:</b>	<b>\$ -</b>
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MATCH Funds	Project Match Budget	Current Match Expenditures	Cumulative Match Expenditures	Unexpended Match Balance
Personnel	\$ -			\$ -
Fringe	\$ -			\$ -
Travel	\$ -			\$ -
Supplies	\$ -			\$ -
Contractual				\$ -
In-Kind Services	\$ 14,500.00			\$ 14,500.00
Other Direct	\$ -			\$ -
Indirect	\$ -			\$ -
<b>TOTAL</b>	<b>\$ 14,500.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,500.00</b>

  

**Authorized Signature:** \_\_\_\_\_

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

**FOR DEQ PURPOSES ONLY:**

**INVOICE NUMBER:** \_\_\_\_\_

CFDA	Fund/Detail	Cost Code	FY(State)	Amount
66.964	10000	609	24/25	\$ 58,000.00
Account	Program	Project/Task/Phase		
5012680	512028	618030123		
<b><u>Fund Type</u></b>	<b><u>Budget</u></b>	<b><u>Total Request</u></b>	<b><u>Balance</u></b>	
	\$ 58,000.00	\$ -	\$ 58,000.00	

**Milestone Table**  
(Attachment C)  
[#CTR022677]

**Grantee: Central Shenandoah PDC**

**Project: 2024 Chesapeake Bay Watershed PDC Locality Implementation Program**

*NOTE: For an electronic copy of this form contact your project manager or: [susan.hale@deq.virginia.gov](mailto:susan.hale@deq.virginia.gov)*

Milestone	Completion Date	Progress/Details
<b>Activity 1: Project Administration</b>		
<b>a)</b> Submit draft 2025 regionally-specific deliverables as described in Activity 1 (by March 29, 2024).		
<b>b)</b> Submit the interim PDC contract report and reimbursement request. (by July 19, 2024).		
<b>c)</b> Submit final 2025 Scope of Service as described in Activity 1. (by September 27, 2024).		
<b>d)</b> Submit the final PDC contract report and final reimbursement request. (by January 17, 2025).		
<b>Activity 2A: Chesapeake Bay Phase III WIP implementation with localities and regional partners</b>		
<b>a)</b> Attend partner meetings such as local Watershed Roundtables, Chesapeake Bay Program Goal Implementation Team (GIT) and Work Group (WG) meetings, and other related groups to discuss increased WIP BMP implementation, and include WIP implementation ideas on meeting agendas. Assist localities and other partners with searching, applying for and managing funding opportunities, including, for example, researching grant opportunities, maintaining a matrix of relevant grant programs (including funding limits, matching requirements, and links to application materials), and disseminating funding information to localities. Attend grant information sessions, workshops, webinars, etc. sponsored by DEQ,		

**Milestone Table**  
(Attachment C)  
[#CTR022677]

Chesapeake Bay Program, and other related agencies. Educate local stakeholders about the direct local benefits of implementing BMPs in their communities (instead of focusing on the Bay area exclusively), and engage and encourage citizens to participate by promoting the benefits to their local communities. (by December 31, 2024).		
b) Upon request from DEQ's Office of Environmental Justice, the PDC will work to facilitate the sharing of information on local, regional, and state efforts on Environmental Justice, where available, between DEQ, the PDC, and localities including the coordination of discussions and training to be provided by DEQ (by December 31, 2024).		
<b>Activity 2B: Regionally Specific Implementation Activities – (In this agreement. A separate sub-award may have other milestones.)</b>		
<p>a) Assist localities with the Virginia Department of Forestry (DOF) Virginia Trees for Clean Water grant program, grant applications, and tree planting BMP implementation. CSPDC staff will conduct an in-house urban tree canopy assessment for 1-2 unregulated localities to assist with tree planting efforts, and to gain a better understanding of the localities' tree canopy and planting needs. CSPDC will coordinate with DOF on the assessments.</p> <ul style="list-style-type: none"> <li>CSPDC plans to assist the City of Buena Vista with a DOF Virginia Trees for Clean Water grant to cover tree planting costs for the City's Community Development Block Grant streetscape project, which CSPDC is also assisting with.</li> </ul>		

**Milestone Table**  
(Attachment C)  
[#CTR022677]

b) Develop a matching mini-grant program for localities and regional partners for direct BMP implementation. CSPDC will develop a grant application so that localities and partners can apply for funding for BMP implementation projects or activities. Eligible projects would include costs toward direct BMP implementation.		
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## GENERAL TERMS AND CONDITIONS FOR INTERAGENCY CONTRACTS

1. **ACORN FUNDING PROHIBITION:** In compliance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Pub. L. No. 111-68 (CR), none of the funds made available by this joint resolution or any prior Act may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Federal agencies are expressly prohibited from providing funds to ACORN and its associated organizations directly through grants and cooperative agreements (financial assistance). The prohibition also extends to subgrants/subawards and procurement contracts awarded by financial assistance recipients.
2. **APPLICABLE LAWS:** This Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the Commonwealth of Virginia.
3. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Department shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this Contract.
4. **CERTIFICATION - CONFLICT OF INTEREST:** The Provider warrants that it has fully complied with the Code of Virginia State and Local Government Conflict of Interests Act (<http://law.lis.virginia.gov/vacode/title2.2/chapter31/>).
5. **CERTIFICATION - DRUG-FREE WORKPLACE:** The Provider warrants that it shall comply with the provisions of Public Law 100-690, Title V, Subtitle D, "Drug-Free Workplace Act of 1988", and all applicable federal implementing regulations, including 15 CFR Part 26 or 40 CFR Part 32, which require that the Provider take steps to provide a drug-free workplace.

The Provider certifies that it will or will continue to provide a drug free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Provider's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace
  - (2) The Provider's policy of maintaining a drug free workplace
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs, and
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Contract, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the Department in writing, within ten calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction.
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

**6. CERTIFICATION - NONDISCRIMINATION:** During the performance of this Contract, the Provider agrees as follows:

(a) The Provider will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Provider. The Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) The Provider, in all solicitations or advertisements for employees placed by or on its behalf, will state that such Provider is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Provider will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

**7. COLLATERAL CONTRACTS:** Where there exists any inconsistency between this Contract and other provisions of collateral contracts which are made a part of this Contract by reference or otherwise, the provisions of this Contract shall control.

**8. CREATION OF INTELLECTUAL PROPERTY (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):**

All copyrightable material created pursuant to this Contract shall be considered work made for hire and shall belong exclusively to the Department. Neither party intends any copyrightable material created pursuant to this Contract, together with any other copyrightable material with which it may be combined or used, to be a "joint work" under the copyright laws. If any copyrightable material created pursuant to this Contract cannot be deemed work made for hire or is deemed part of a joint work, the Provider agrees to irrevocably assign, and does hereby irrevocably assign, its entire copyright interest in such material or work to the Department and shall execute and deliver such further documents as the Department may reasonably request for the purpose of acknowledging such assignment.

The Provider warrants that no individual, other than regular employees of the Provider or Department working within the scope of their employment, shall participate in the creation of any copyrightable material to be delivered under this Contract, unless such individual and his or her employer, if any, have signed an intellectual property contract satisfactory to the Department before commencing such participation.

The Department shall have all rights, title and interest in or to any invention reduced to practice pursuant to this Contract. The Provider shall not patent any invention conceived in the course of performing this Contract.

The Provider hereby agrees that, notwithstanding anything else in this Contract, in the event of any breach of this Contract by the Department, the Provider's remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this Section. Similarly, no termination of this contract by the Department shall have the effect of rescinding the provisions of this Section.

This provision applies only to materials or documents developed with Contract funds. It does not apply to materials or documents previously copyrighted or registered under the Provider's copyright or trademark or to materials or documents which are developed with other funds.

**9. DISCLAIMER:** Nothing in this Contract shall be construed as authority for either party to make commitments which will bind the other party beyond the project or work contained herein. Furthermore, the Provider shall not assign, sublet, or subcontract any work related to this Contract or any interest it may have herein without the prior written consent of the Department.

- 10. DOCUMENTS:** The Provider may retain any reports, studies, photographs, negatives, or other documents prepared by the Provider in the performance of its obligations under this Contract and not required to be delivered to the Department. The Department shall have the copyright to all such materials, and unlimited rights to use any such materials. Where necessary for the Department's full enjoyment of its copyrights and other rights referenced in this Contract, the Provider shall provide a clear, reproducible copy of such materials (machine readable upon request) to the Department.

The Provider has permission to reproduce and distribute any material or documents prepared by the Provider and for which the Department owns the copyright, but only where necessary or expeditious to the performance of the Provider's obligations under this contract.

This provision applies only to materials or documents developed with contract funds. It does not apply to materials or documents previously copyrighted or registered under the Provider's copyright or trademark or to materials or documents which are developed with other funds.

- 11. EMPLOYEE ADMINISTRATION AND COSTS:** In the event this Agreement provides funds to the Provider for personnel or personnel related expenditures, the Provider shall be solely responsible for all: (a) personnel administration and obligations, to include, but not limited to: hiring, evaluations, termination, etc.; and (b) costs, to include, but not limited to: payment for leave, unused time, unemployment insurance and unforeseen employment liabilities (e.g. unemployment compensation, leave pay out, workers compensation, etc.). The DEQ shall not assume any responsibilities or obligations as an employer; nor shall the DEQ assume any liability (during or after the term of this Agreement) for personnel related costs incurred by the Provider in order to fulfill its obligations under this Agreement.
- 12. FINANCIAL RECORDS AVAILABILITY:** The Provider agrees to retain all books, records, and other documents relative to this contract for five years after final payment, or until audited by an independent auditor, whichever is earlier. 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.
- 13. FISCAL CONTROL:** The Provider shall establish fiscal control and fund accounting procedures which assure proper disbursement of, and accounting for, contract funds. The Provider shall for the purpose of this contract:
- (a) Provide all accounting, bookkeeping, fiscal, and administrative services required by or related to this Contract.
  - (b) Request partial payment due from the Department in accordance with the terms of this Contract.
  - (c) Maintain appropriate support for all expenditures incurred and maintaining all books, documents, papers, accounting records, and other evidence supporting the costs incurred associated with this Contract. It shall make such materials available at its offices at all reasonable times during the Contract period, and for three years from the date of final payment under this Contract, for inspection and audit by the Department or any authorized representative of the Department.
- 14. INDEMNIFICATION (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** Provider agrees to indemnify, defend and hold harmless the Department and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Provider/any services of any kind or nature furnished by the Provider, provided that such liability is not attributable to the sole negligence of the Department or to failure of the Department to use the materials, goods, or equipment in the manner already and permanently described by the Provider on the materials, goods or equipment delivered.
- 15. INTEGRATION AND MODIFICATION:** No alteration, amendment or modification in the provisions of this Contract shall be effective unless it is reduced to writing, signed by the parties and attached hereto.
- 16. LIABILITY (NOT APPLICABLE TO CONTRACTS WITH OTHER STATE AGENCIES):** The Provider shall obtain and maintain, during the life of this Contract, such bodily injury liability and property damage liability insurance as will protect it from claims of damages for personal injury, including death, as well as from claims for property

damage, which may arise from its activities under this contract. If the Provider has a self-insurance program, it may self-insure the risks associated with this Contract in lieu of the commercial insurance required herein.

17. **PRECEDENCE OF TERMS:** The Contract consists of several documents. In the event of a conflict between or among terms in these documents, the following documents control in order from the most important to the least important: Special Terms and Conditions; General Terms and Conditions; the signed Contract form; and the Scope of Work.
18. **PRIOR WRITTEN APPROVAL OF CHANGES:** The Provider must obtain prior written approval from the Department for changes to the Contract, including, but not limited to, changes of substance in program activities, designs, or plans set forth in the approved scope of work or project workplan.
19. **REGULATORY COMPLIANCE:** The Provider shall comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the project and shall give all Notices required thereby. The Provider hereby consents to inspection by any state regulatory agency having jurisdiction over any part of the work performed with the assistance of the contract funds.
20. **RENEWAL OF CONTRACT:** The Contract may be renewed by the Department upon written contract by both parties under the terms of the current contract, prior to the expiration.
21. **SEVERABILITY:** Each paragraph and provision of this Contract is severable from the entire contract; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
22. **SUBCONTRACTS:** No portion of the Scope of Work shall be subcontracted without the prior written consent of the Department. The Provider shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall ensure compliance with all requirements of the Contract. The Provider shall comply with all applicable provisions of the Virginia Public Procurement Act in making such awards.
23. **TERMINATION FOR CAUSE:** The Department reserves the right to terminate the contract in whole, or in part, at any time before the date of completion, upon written notice to the Provider that it has failed to comply with the conditions of the Contract. In connection with such termination, payments made to the Provider or recoveries by the Department shall be in accord with the legal rights and liabilities of the parties.
24. **TERMINATION FOR CONVENIENCE:** The Department may terminate any resulting contract, in whole or in part, upon thirty (30) days written notice to the Provider specifying the extent to which the performance under the contract is terminated, and the date of termination. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, in whole or in part, after the initial 12 months of the contract period upon thirty (30) days written notice to the other party specifying the extent to which the performance under the contract is terminated, and the date of termination. In addition, (a) the Department may terminate the contract immediately if its funding is terminated or; (b) the Department or the Provider may terminate the contract, in whole, or in part, if both parties agree that the continuation will not produce beneficial results commensurate with further expenditure of funds; in this event, the Department and the Provider shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

In the event the contract (or portion thereof) is terminated (regardless of cause), the Provider shall not incur new obligations for the contract (or terminated portion thereof) after the effective date of termination, and shall cancel as many outstanding obligations as possible; however, termination shall not relieve the Provider of the obligation to deliver and/or perform on all outstanding obligations established prior to the effective date of cancellation.

25. **ACCESSIBILITY REQUIREMENTS FOR CONTRACT DELIVERABLES:** As applicable, the Provider shall ensure that all:

\* Content prepared by the Provider to be published on a DEQ public (or other public website, as designated by DEQ) shall comply with all federal accessibility standards; and

\* All (to include, but not limited to) reports, power point presentations, videos, letters, notices, spread sheets, graphs, charts, photos, etc.,) shall comply with all regulations that implement Section 508 of the electronic and information technology accessibility standards of the Rehabilitation Act of 1973 (29 U.S.C. § 794d), as amended, and all regulations, policies, procedures, standards, and [guidelines of VITA](#) (to include VITA resources provided below).

Resources - The Provider may wish to consult the latest Section 508 guidelines issued by:

\* The U.S. Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0 (see <http://www.access-board.gov/sec508/guide/index.htm>)

\* VITA:

[https://www.vita.virginia.gov/it-governance/itrm-policies-standards/"\);](https://www.vita.virginia.gov/it-governance/itrm-policies-standards/)

<https://www.vita.virginia.gov/it-governance/itrm-policies-standards/it-accessibility-and-website-standards/>

<https://www.vita.virginia.gov/media/vitavirginiagov/it-governance/pdf/ETAITAccessibilityTopicReportGOV103.pdf>

**26. DEPARTMENT OF ENVIRONMENTAL QUALITY (DEQ) LOGO:** The Provider shall obtain written authorization from the DEQ Grant Program Manager, prior to utilizing the DEQ logo.