

**Department of Conservation and Recreation and Virginia Soil and Water Conservation District Administration and Operational Support Grant Agreement (Fiscal Year 2023)**

**Chapter XXXX, 2022 Acts of Assembly Special Session 1, Item 374**

A.1. Out of the amounts appropriated for Financial Assistance to Virginia Soil and Water Conservation Districts, \$11,347,091 the first year and \$10,947,091 the second year from the general fund shall be provided to soil and water conservation districts for administrative and operational support. 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. Of this amount, \$9,965,091 the first year and \$9,565,091 the second year from the general fund shall be distributed to the districts for core administrative and operational expenses (personnel, training, travel, rent, utilities, office support, and equipment) based on identified budget projections and in accordance with the Board's financial allocation policy; \$468,000 the first year and \$468,000 the second year from the general fund shall be distributed at a rate of \$4,500 per dam for maintenance; \$500,000 the first year and \$500,000 the second year from the general fund for small dam repairs of known or suspected deficiencies; \$400,000 the first year from the general fund for the purchase and installation of remote monitoring equipment for District-owned dams; and \$170,000 the first year and \$170,000 the second year to the department to provide district support in accordance with Board policy, including, but not limited to, services related to auditing, bonding, contracts, and training. The amount appropriated for small dam repairs of known or suspected deficiencies and the purchase and installation of remote monitoring equipment is authorized for transfer to the Soil and Water Conservation District Dam Maintenance, Repair, and Rehabilitation Fund.

**§ 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 Administration and Operational Support Grant Agreement (Fiscal Year 2023).

**DEPARTMENT OF CONSERVATION AND RECREATION AND VIRGINIA SOIL  
AND WATER CONSERVATION DISTRICT (Department/ District) GRANT  
AGREEMENT:  
Administrative and Operational Support from the Commonwealth of Virginia**

Agreement Number «AgreementN»

This Agreement becomes effective as of the 1st day of July, ~~2021~~2022, 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.

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 ~~2022-2023~~ 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 ~~2022 (FY22)~~2023 (FY23) 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 funding adjustments to the District’s future fiscal year’s funding allocations by the Board. Such actions shall be taken at the recommendation of the Subcommittee and upon approval of the Board. The Board may also reduce future funding to Districts that fail to act upon guidance and recommendations from auditors and the Department. In the event the District fails to comply with the provisions of this Agreement, the Board 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 Board prior to Board action. Board actions will be considered on a case-by-case basis.

Where applicable, Districts notified by the Department in FY ~~2021~~2022 of repeat and additional comments cited in their audit will be required to have annual audits for periods ending June 30, ~~2020-2021~~ and June 30, ~~2021~~2022. The cost of the ~~2021~~2022 audit will be at the expense of the District and will be reduced from their ~~2022-2023~~ allocation. The ~~2021~~2022 audit will be conducted by auditors at the request of the Department. The June 30, ~~2022~~2023 audit will be funded by the Department through the normal allocation process as it will bring the District back into the regular two-year audit cycle. The Subcommittee must meet to review corrective action plans and to discuss special audit inquiries. Upon a District’s timely submittal of the Subcommittee’s requested corrective action plan, and after considering the Department’s

recommendation, the Subcommittee is authorized to evaluate the information and advise the Department as to the appropriate actions to be taken regarding requested or received corrective actions plans and special audit inquiries in order to ensure fiscal integrity of the audit process. Such determinations should be made at least 60-days prior to the audit's scheduled date. The Subcommittee may require Districts with repeat or additional comments cited in their audit to attend trainings provided by the Department; such trainings will address policies and procedures which should reduce the number of audit findings and additional comments.

**(2) TIME OF PERFORMANCE:**

The services of the District shall commence on July 1, ~~2021-2022~~ and shall terminate on June 30, ~~2022 2023~~. All time limits stated are of the essence of this Agreement.

**(3) COMPENSATION:**

The District shall be funded by the Department for services as set forth in Attachment A and per the compensation agreement outlined in Attachment B. The Department's fiscal obligation under this Agreement is set forth in Attachment B. The Department's fulfillment of funding to the District which is specified within this Agreement is contingent upon appropriations by the Virginia General Assembly. Should a reduction of funds occur during the course of Fiscal Year ~~2021 2023~~, after the Department has utilized all unallocated and unobligated balances it may have available, every District will receive an equal percent reduction which will be calculated and deducted from each District's total approved administrative and operational funding specified within the Department/District Grant Agreement (excluding dam maintenance funding). If additional direction is necessary, the Department shall consult with the Board. Should a reduction of funds occur, every District must return funding within 30 days of receiving notice of such reduction from the Department.

The District shall spend the funds according to the specified categories as referenced in Attachment B. Completion of Attachment E (Project Financial Report), and submission of the District Quarterly Cash Balance Sheet and quarterly Profit and Loss Statement, by deadlines established within this Agreement is required.

**(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) ASSISTANCE:**

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 (Effective date July 1, ~~2020 2022~~); 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 the Conflict of Interest Act 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.

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 Fiscal Year ~~2022~~ 2023 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 30 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 Fiscal Year ~~2022~~ 2023. 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 AND REPORTS:**

In the spirit of the 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 (Name of district) Soil and Water Conservation
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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) REPORTS**

The District agrees to provide to the Department timely and accurate reports as specified within this Agreement by the dates contained herein. Reports shall be submitted to the Department’s Conservation District Coordinator (CDC) by the District on or before the following deadlines:

Quarters	Report Period	Report Deadline (due to CDC)
First Quarter*	<del>07/01/21- 07/01/22</del> thru <del>09/30/21</del> <u>09/30/22</u>	<del>October 15, 2021</del> <u>October 15, 2022</u>
Second Quarter*	<del>10/01/21 thru 12/31/21</del> <u>10/01/22 thru 12/31/22</u>	<del>January 15, 2022</del> <u>January 15, 2022</u>
Third Quarter*	<del>01/01/22 thru 03/31/22</del> <u>01/01/23 thru 03/31/23</u>	<del>April 15, 2022</del> <u>April 15, 2023</u>
Fourth Quarter*	<del>04/01/22 thru 06/30/22</del> <u>04/01/23 thru 06/30/23</u>	<del>July 15, 2022</del> <u>July 15, 2023</u>

\*Fiscal Year ~~2022~~ 2023 funds will not be disbursed until the Fourth Quarter Fiscal Year ~~2021~~ 2022 reports have been submitted (including the District’s End of Year Cash Balance Report, and Carry Over Report) and until the complete execution of the Grant Agreement and the return of an original signed Agreement to the District’s assigned Department CDC. Except due to extenuating circumstances, 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.

When the Report Deadline falls on a weekend, the deadline will be the following Monday. When the reporting deadline falls on a holiday, the deadline will be the next business day.

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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: \_\_\_\_\_  
Director

By: \_\_\_\_\_  
~~Clyde E. Cristman~~ Matthew S. Wells,  
Department of Conservation and Recreation

Title: \_\_\_\_\_

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

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

Department/District Grant Agreement No. «AgreementN»

**ATTACHMENT A**  
**Soil and Water Conservation District (District)**  
**Fiscal Year ~~2022~~ 2023 Performance “Deliverables”**  
**For Acceptance of Department Funds to Administer This Agreement**  
**and for Operating Expenses to the Extent that Funding Permits**

- Demonstrates leadership by promoting nonpoint source pollution reduction and related conservation efforts through support of, reporting for, and/or implementation of the following programs:
  - The Virginia Agricultural BMP Cost-Share Program;
  - The Virginia Agricultural BMP Tax Credit Program;
  - Conservation Reserve Enhancement Program (CREP);
  - Voluntary BMP installation;
  - TMDL (Total Maximum Daily Load) development and implementation processes;
  - Agricultural Stewardship Act; and
  - Resource Management Plans (RMP) Program.
- **Wherever applicable**, actively participate in the local promotion, development, and implementation of the following programs and initiatives:
  - The Virginia Water Quality Improvement Act;
  - Chesapeake Bay and Virginia Waters Clean-Up Plan (§62.1-44.117 of the Code of Virginia) actions;
  - Virginia’s Healthy Waters initiatives;
  - Nutrient Management Training and Certification Program;
  - Conservation Planning Programs;
  - Local TMDL development and implementation processes;
  - Land conservation initiatives (consistent with any state-identified priorities);
  - Sound land use and watershed planning approaches; and
  - Environmental Education programs.
- Actively support and foster partnerships to deliver natural resource conservation programs with consideration to resource needs and issues with local governments, the agricultural community, agencies, organizations, councils, roundtables, and others to protect soil resources, improve water quality, and further natural resource conservation.
- Hold monthly meetings with a quorum of District board members present.
- Develop and maintain a long-term plan that enhances District capabilities, on a 4-year cycle through a process that obtains input from District stakeholders, including local governments. A documented **mid-year** review of the plan is expected at least annually during a scheduled meeting of the District Board. This plan should contain, at a minimum, a discussion of district goals and/or objectives and include strategies or action items to achieve each of those goals in order to implement the applicable programs covered in this Agreement.
- Prepare and follow an annual plan of work that demonstrates how the District will implement specific strategies or action items in support of its long-term plan.
- **Submit meeting minutes from all routine, special, and committee meetings of the District Board to the District’s assigned Conservation District Coordinator (CDC). Submit a copy of District publications including an annual plan of work, an annual report, and the long-term 4-year plan to the CDC.**
- **Submit a District Board approved, completed Attachment D (Itemized District Budget Request Form) for Fiscal Year 2025 to the Department no later than July 15, 2023.**

- Submit complete and accurate quarterly financial reports to the District's assigned CDC. Quarterly reporting includes utilizing the Fiscal Year ~~2022~~ 2023 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. Submit End of Year reports including District's Cash Balance Report and Carry Over Report.
- *DCR's Desktop Procedures for District Fiscal Operations* (Procedures) are annually reviewed by the District Board or their Finance Committee and documented in official minutes.
- The District shall act upon audit findings and grant deliverables assessments as directed by the Virginia Soil and Water Conservation Board, the Audit Subcommittee of the Virginia Soil and Water Conservation Board, and the Department. When a financial audit is conducted, a Director must participate, in person or by phone, with District staff at the District's audit exit interview.
- District administrative staff must complete all mandatory trainings listed in **Attachment F (Soil and Water Conservation District Personnel Training Topics and Courses)** in the timeframe established by the Attachment F and when provided by the Department.
- Annually review and maintain personnel documents including employee position descriptions, performance expectations, and the District personnel policy; also document Pay Action Authorizations and conduct annual employee evaluations.
- All District Directors must complete all mandatory trainings listed in **Attachment F (Soil and Water Conservation District Personnel Training Topics and Courses)** in the timeframe established by the Attachment and when provided by the Department.
- Conduct business in accordance with the Freedom of Information Act (FOIA). The District shall ensure a FOIA officer is designated and that the officer completes required FOIA Officer Training every 24 months, provides a certificate of completion to the District's assigned CDC, and provides contact information to the FOIA Council.
- The District shall designate a Records Retention Officer in accordance with §42.1-85 of the Code of Virginia and ensure the Officer completes the Library of Virginia training within the first year of designation, and every third year thereafter, via trainings offered by the Library of Virginia. A copy of the training certificate(s) must be provided to the District's assigned CDC.
- Provide data and other information needed for preparation of legislative studies and reports that pertain to programs and services delivered by Districts, as requested by the Department to support nonpoint source pollution reduction initiatives that improve water quality including information necessary to fulfill reporting specified within the Virginia Natural Resources Commitment Fund [§ 10.1-2128.1 of the Code of Virginia.]
- **Hosted at least one agricultural community outreach event during the year that met the conditions outlined in Attachment F (#17).**
- **Notified the Virginia State University-Small Farm Outreach Program of every outreach event conducted by the District focusing on agricultural producers in the manner outlined in Attachment F (#18)**
- Perform District Dam Maintenance as needed (if applicable to your District) with allocated funding.
- For Fiscal Year ~~2022~~ 2023, \$500,000 for small dam repairs is appropriated (Sub-program 50320) for the maintenance and small repairs to the Districts' 104 impounding structures. Any District receiving funds for the maintenance and small repairs of District-owned dams must adhere to the requirements established in the Virginia Soil and Water Conservation Board Policy on Soil and Water Conservation District Administration and Operations Funding Allocations for Fiscal Year ~~2022~~ 2023.



**ATTACHMENT B**

**COMPENSATION**

**I. OPERATIONAL**

The total grant award by the Department to the District to support specific operational purposes shall be \$**«TOTAL»** to support District actions that address the Commonwealth’s water quality and natural resource conservation needs and to meet state and federal nutrient and sediment reduction requirements.

Description of Funding	Amount
Administration and Operations Core Funding (total to be evenly distributed on a quarterly basis)	\$ <b>«ESSENTIAL»</b>
Dam Maintenance (to be distributed the first quarter)	\$ <b>«DAM_MAINT»</b>
<b>Total Administrative and Operational Support</b>	\$ <b>«TOTAL»</b>

**II. DISBURSEMENT OF FUNDS**

Disbursements to Districts shall be conducted on a quarterly basis.

Quarters	Period
First Quarter	<del>07/01/21 thru 09/30/21</del> 07/01/22 thru 09/30/22
Second Quarter	<del>10/01/21 thru 12/31/21</del> 10/01/22 thru 12/31/22
Third Quarter	<del>01/01/22 thru 03/31/22</del> 01/01/23 thru 03/31/23
Fourth Quarter	<del>04/01/22 thru 06/30/22</del> 04/01/23 thru 06/30/23

The first quarterly disbursement of Fiscal Year ~~2022~~ 2023 funds will not be disbursed until the Fourth Quarter Fiscal Year ~~2021~~ 2022 reports have been submitted (including the District’s End of Year Cash Balance Report and Carry Over Report) and until the complete execution of the Grant Agreement and the return of an original Agreement to the District’s assigned Department CDC.

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 required under this Agreement.

Correspondence to the District from the Department will specify funding amounts and approved purposes of all funds disbursed. These letters constitute the Department’s record of funding to the District.

Any cost overruns incurred by the District during the time of performance shall be the responsibility of the District.

**ATTACHMENT C** (Evaluation Guidance for Department/District Fiscal Year ~~2022~~ 2023 Grant Agreement Performance Deliverables)

Grant Agreement Performance Deliverable	Fully Satisfied “A”	Partially Fulfilled “B”*	Did Not Fulfill “C”*
<p>1. Demonstrates leadership by promoting nonpoint source pollution reduction and related conservation efforts through support of, reporting for, and/or implementation of the following programs:</p> <ul style="list-style-type: none"> <li>• The Virginia Agricultural BMP Cost-Share Program</li> <li>• The Virginia Agricultural BMP Tax Credit Program</li> <li>• Conservation Reserve Enhancement Program (CREP)</li> <li>• Voluntary BMP installation</li> <li>• Agricultural Stewardship Act</li> <li>• Resource Management Plan (RMP) Program</li> </ul>	<p>Demonstrates implementation of all but one listed program applicable to the District. Demonstrates leadership in the conservation of soil and water resources.</p>	<p>Implements and supports conservation programs and initiatives applicable to the District but fails to effectively carry out or support two programs.</p>	<p>Fails to deliver and/or support programs and initiatives applicable to the District with multiple deficiencies demonstrated. Leadership in the conservation of soil and water resources is lacking or nonexistent.</p>
<p>2. <b>Wherever applicable</b>, actively participate in the local promotion, development, and implementation of the following programs and initiatives:</p> <ul style="list-style-type: none"> <li>• The Water Quality Improvement Act</li> <li>• Chesapeake Bay and Virginia Waters Clean-Up Plan (§62.1-44.117 of the Code of Virginia) actions</li> <li>• Virginia’s Healthy Waters initiatives</li> <li>• Nutrient Management Training and Certification Program</li> <li>• Conservation Planning Programs</li> <li>• Local TMDL development and implementation processes</li> <li>• Land conservation initiatives (consistent with any state-identified priorities)</li> <li>• Sound land use and watershed planning approaches</li> <li>• Environmental education programs</li> </ul>	<p>Demonstrates implementation of all but one listed program/initiative applicable to the District.</p>	<p>Implements and supports programs and initiatives applicable to the District but fails to effectively carry out or support two programs/initiatives.</p>	<p>Fails to deliver and/or support programs and initiatives applicable to the District when funding is made available, with multiple deficiencies demonstrated by the District.</p>
<p>3. Actively support and foster partnerships to deliver natural resource conservation programs with consideration to resource needs and issues with local governments, the agricultural community, agencies, organizations, councils, roundtables, and others to protect soil resources, improve water quality, and further natural resource conservation.</p>	<p><del>District is proactive and provides leadership in accomplishment of this goal. District actively supports and fosters partnerships.</del></p>	<p><del>District responsive to situations after problem has developed.</del> N/A</p>	<p>District passive and <del>reluctant</del> <del>or</del> lacks commitment in forming relationships with other conservation groups. Fails to keep abreast of current events that impact soil and water resources locally.</p>
<p>4. Hold monthly meetings with a quorum of District board members present.</p>	<p>10 or more meetings.</p>	<p>8 or 9 meetings</p>	<p>7 meetings and fewer.</p>

5. Develop and maintain a long-term plan that enhances District capabilities, on a 4-year cycle through a process that obtains input from stakeholders, including local government(s). A documented review of the plan is expected at least annually during a scheduled meeting of the District Board. This plan should contain, at a minimum, a discussion of district goals and/or objectives and include strategies or action items to achieve each of those goals in order to implement the applicable programs covered in this Agreement.	A current plan (reviewed during this fiscal year) exists that contains applicable District goals, objectives, strategies, and/or action items.	Where a lapsed plan exists, a new plan is actively under development.	The current plan has lapsed, and no action is underway for plan development.
6. Prepare and follow an annual plan of work that demonstrates how the District will implement specific strategies or action items in support of its long-term plan.	An annual plan of work was prepared and substantially followed, with <del>Board a mid-year progress reviews conducted and review documented at least twice annually in Board meeting minutes.</del>	An annual plan of work was prepared, but not referenced or substantially followed or only partially completed.	An annual plan of work was not prepared, is substantially incomplete or was not followed.
7. Submit meeting minutes from all routine, special, and committee meetings of the District Board to the District's assigned Conservation District Coordinator (CDC). Submit a copy of District publications including an annual plan of work, an annual report, and the long-term 4-year plan to the CDC.	<del>Received CDC received</del> all minutes and a copy of an Annual Plan, <del>and</del> Annual Report, <del>and the long-term 4-year plan.</del>	<del>Received CDC received</del> some portion of minutes and other documents.	CDC received no minutes or documents.
8. Submit complete and accurate quarterly financial reports to the District's assigned CDC. Quarterly reporting includes utilizing the Fiscal Year <del>2021-2023</del> electronic template of the <b>Attachment E (Project Financial Report)</b> , 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. Submit End of Year reports including District's Cash Balance Report and Carry Over Report.	Three or more reports were on time, complete, and accurate.	Two reports were on time, complete, and accurate.	One or fewer reports were on time, complete, and accurate.
<del>9.</del> <u>Submit a District Board approved, completed Attachment D (Itemized District Budget Request Form) for Fiscal Year 2025 to the Department no later than July 15, 2023.</u>	<u>Completed Attachment D received by due date and was complete.</u>	<u>Some portion of required Attachment D was late and/or incomplete.</u>	<u>The entire Attachment D was late and/or incomplete.</u>
<del>9.10.</del> <u>DCR's Desktop Procedures for District Fiscal Operations (Procedures) annually reviewed by the District Board or their Finance Committee and documented in official minutes.</u>	A current copy of the Procedures was maintained in the District Office and was reviewed by the Board or Finance Committee once during the fiscal year.	N/A	A current copy of the Procedures was not maintained in the District Office; the Procedures were not reviewed by the Board or Finance Committee during the fiscal year.
<del>10.11.</del> <u>When audited and when assessed annually on grant deliverables, the District acted upon the findings of the financial audit or grant deliverable assessments as directed by the Virginia Soil and Water Conservation Board, the Audit Subcommittee of the Virginia Soil and Water Conservation Board, and the Department.</u>	The District had no findings or resolved all findings from the Audit and/or assessments.	N/A	The District did not resolve findings from the Audit and/or assessments.
<del>11.12.</del> <u>District staff responsible for the District's financial data management and financial reporting, must attend <del>an Accounting for Districts and QuickBooks training</del> financial trainings (i.e. Quickbooks, Accounting, etc.) when provided by the Department. Staff may attend either beginner or advanced training.</u>	District staff responsible for the financial data and reporting attended <del>the Accounting for Districts and QuickBooks- Department sponsored financial training.</del>	N/A	District staff responsible for the financial data and reporting did not attend <u>Department sponsored financial training.</u>

<p><del>12-13.</del> Annually review and maintain employee personnel documents including- <u>District personnel policy</u>, position descriptions, and performance expectations, <del>and the District personnel policy</del>; also, <del>document-Document</del> Pay Action Authorizations and conduct annual employee evaluations. <u>Provide copies of the approved personnel policy and position descriptions to the CDC.</u></p>	<p>All personnel documents and annual review/evaluation processes are current and/or complete. <u>Copies of all documents were provided to the CDC.</u></p>	<p>Some portion of personnel documents and annual review/evaluation processes are current and/or complete. <u>Copies of all documents were not provided to the CDC.</u></p>	<p>No personnel documents and review/evaluation processes are current and/or complete. Annual personnel document reviews, Pay Action Authorizations, and evaluations are not occurring.</p>
<p><del>13-14.</del> New directors are required to <del>attend</del> <u>complete</u> Director orientation training within six months of qualifying for office. <del>Orientation training consists of Phase I and Phase II.</del></p>	<p>New directors <u>attended</u> <u>completed</u> Director Orientation training sessions <del>(Phase I and II)</del> within six months of qualifying for office</p>	<p>N/A</p>	<p>New director(s) <del>fail</del> <u>failed</u> to <del>attend</del> <u>complete</u> Director Orientation training</p>
<p><del>14-15.</del> In accordance with the Freedom of Information Act (FOIA), the District designated a FOIA officer and the FOIA Officer completed FOIA training every 24 months. A copy of the training certificate was provided to the District's assigned CDC, and contact information was submitted to the FOIA Council.</p>	<p>The District designated a FOIA Officer and the FOIA Officer completed FOIA training. <u>Completion certificate was provided to the CDC.</u></p>	<p>N/A</p>	<p>The District did not designate a FOIA officer OR the FOIA Officer did not complete FOIA training.</p>
<p><del>15-16.</del> The District has a designated Records Officer on file with the Library of Virginia and the Records Officer has completed the Library of Virginia Record Retention course(s) within the first year of designation and every third year thereafter, via trainings offered by the Library of Virginia. A copy of the training certificate(s) was provided to the District's assigned CDC.</p>	<p>The District designated Records Officer has completed a Library of VA Record Retention course within the first year of designation and every third year thereafter, via trainings offered by the Library of Virginia. <u>Completion certificate(s) were provided to the CDC.</u></p>	<p>N/A</p>	<p>The District does not have a Records Officer and/or the designated Records Officer has not completed a Library of VA Record Retention course within the first year of designation and every third year thereafter, via trainings offered by the Library of Virginia</p>
<p><del>16-17.</del> Provide data and other information needed for preparation of legislative studies and reports that pertain to programs and services delivered by Districts, as requested by the Department to support nonpoint source pollution reduction initiatives that improve water quality including information necessary to fulfill reporting specified within the Virginia Natural Resources Commitment Fund [§ 10.1-2128.1 of the Code of Virginia.]</p>	<p>All Department and/or the Virginia Soil and Water Conservation Board requests for information/assistance were fully addressed.</p>	<p>The Department's and/or the Virginia Soil and Water Conservation Board's requests were partially addressed with shortcomings that could include incomplete information; response delays, and other factors.</p>	<p>No cooperation and/or assistance provided when requested by the Department and/or the Virginia Soil and Water Conservation Board.</p>
<p><u>18. Hosted at least one agricultural community outreach event during the year that met the conditions outlined in Attachment F (#17).</u></p>	<p><u>The District hosted at least one outreach event that met the conditions outlined in Attachment F (#17).</u></p>	<p>N/A</p>	<p><u>The District failed to host an outreach event that met the conditions outlined in Attachment F (#17).</u></p>
<p><u>19. Notified the Virginia State University-Small Farm Outreach Program of every outreach event conducted by the District focusing on agricultural producers in the manner outlined in Attachment F (#18)</u></p>	<p><u>The District notified the Virginia State University-Small Farm Outreach Program in the manner outlined in Attachment F (#18).</u></p>	<p>N/A</p>	<p><u>The District failed to notify the Virginia State University-Small Farm Outreach Program in the manner outlined in Attachment F (#18).</u></p>

\* The basis for the ratings that are scored "Partially Fulfilled" or "Did Not Fulfill" will be documented through written comments by the CDC and discussed during a meeting of the District Board and staff. Such results will be shared with the Virginia Soil and Water Conservation Board for their review and consideration.

Department/District Grant Agreement No. «AgreementN»

FY2025 ATTACHMENT D (Itemized District Budget Request Form)									
ITEMIZED BUDGET FOR THE YEAR BEGINNING JULY 1, 2024					Base General Assembly Funds	DCR Program Funding LEVEL FUNDING	DCR Program Funding INCREASED FUNDING	TOTAL	Notes
SWCD Name	# of Localities	Current FTEs	Level	Increased					
<b>Central Operations</b>									
Personnel and Fringe Benefits (FICA, retirement, health)									
Rent & Utilities									
Directors' Travel, Training, and Meetings									
Equipment (field gear, computers, copiers, phones, etc.)									
Support Expenses (info systems, dues, postage, supplies, website, communications, etc.)									
Staff - Training and Meetings									
Vehicles - Federal Rate \$ .56 per mile									
Other Expenses									
<b>TOTAL CENTRAL OPERATIONS</b>					\$ -		\$ -		
<b>Dam Maintenance</b>									
<b>Dam Maintenance - Annual</b>									
Personnel and Fringe Benefits (FICA, retirement, health)									
Staff - Training and Meetings									
Vehicle - Federal Rate \$ .56 per mile									
<b>TOTAL DAM MAINTENANCE</b>					\$ -		\$ -		
<b>Dam Repair and Rehabilitation</b>									
<b>Dam Repair and Rehabilitation Projects (list projects)</b>									
Personnel and Fringe Benefits (FICA, retirement, health)									
Staff - Training and Meetings									
Vehicle - Federal Rate \$ .56 per mile									
<b>TOTAL DAM REPAIR/REHABILITATION</b>					\$ -		\$ -		
<b>Agricultural Program Implementation</b>									
<b>Chesapeake Bay Ag BMP Cost Share &amp; Tax Credits</b>									
Personnel and Fringe Benefits (FICA, retirement, health)									
Staff - Training and Meetings									
Vehicle - Federal Rate \$ .56 per mile									
<b>Outside the Chesapeake Bay Ag BMP Cost Share &amp; Tax Credits</b>									
Personnel and Fringe Benefits (FICA, retirement, health)									
Staff - Training and Meetings									
Vehicle - Federal Rate \$ .56 per mile									
<b>Resource Management Plans to Review</b>									
Personnel and Fringe Benefits (FICA, retirement, health)									
Staff - Training and Meetings									
Vehicle - Federal Rate \$ .56 per mile									
<b>Resource Management Plans to Inspect</b>									
Personnel and Fringe Benefits (FICA, retirement, health)									
Staff - Training and Meetings									
Vehicle - Federal Rate \$ .56 per mile									
<b>CREP</b>									
Personnel and Fringe Benefits (FICA, retirement, health)									
Staff Training and Meetings									
Vehicle - Federal Rate \$ .56 per mile									
<b>TOTAL AGRICULTURAL PROGRAM IMPLEMENTATION</b>					\$ -	\$ -	\$ -		
<b>Chesapeake Bay Preservation Act Agricultural Program (Non-DCR Funding)</b>									
Personnel and Fringe Benefits (FICA, retirement, health)									
Staff Training and Meetings									
Vehicles - Federal Rate \$ .56 per mile									
<b>TOTAL CHESAPEAKE BAY PRESERVATION ACT</b>					\$ -		\$ -		
<b>Environmental Education (List Activities)</b>									
Personnel and Fringe Benefits (FICA, retirement, health)									
Staff Training and Meetings									
Vehicles - Federal Rate \$ .56 per mile									
Program Costs									
<b>TOTAL ENVIRONMENTAL EDUCATION</b>									
<b>Other Programs/Projects (Non-DCR Funded) - For Information Only - (List Activities and Staff FTE required)</b>									
<b>GRAND TOTALS</b>									
Personnel and Fringe Benefits (FICA, retirement, health)					FTE 0.00	0.00	\$0	\$0	\$0
Rent & Utilities							\$0		\$0
Directors' Travel, Training, and Meetings							\$0		\$0
Equipment (field gear, computers, copiers, phones, etc.)							\$0		\$0
Support Expenses (info systems, dues, postage, supplies, website, communications, etc.)							\$0		\$0
Staff - Training and Meetings							\$0		\$0
Vehicles - Federal Rate \$ .56 per mile							\$0		\$0
Other Expenses							\$0		\$0
Chesapeake Bay Preservation Act (Non-DCR Funded)							\$0		\$0
Program Costs (Environmental Education Only)							\$0		\$0
Dam Repair and Rehabilitation							\$0		\$0
<b>LEVEL FUNDING GRAND TOTAL</b>							\$0	\$0	\$0
<b>INCREASED FUNDING GRAND TOTAL</b>							\$0	\$0	\$0
District Point of Contact					Contact Number				
Reviewed by (SWCD Board or Director)					Board Approval Date				





## ATTACHMENT F

### GRANT DELIVERABLES RELATED TO OUTREACH CONDUCTED BY THE DISTRICT

#17. The District hosted at least one agricultural community outreach event during the year that met the following:

1. The outreach event was marketed through at least three venues such as a radio spot, local news print media, local news broadcast media, social media, flyers, District or partner newsletters, flyers at local farm stores or local cooperatives, or mailers. One of the three marketing venues used must be directed towards producers with small farms or producers considered socially disadvantaged.
2. The outreach event included an introduction to the District for the community. The introduction should include the history of the District, mission statement, Directors, staff, program offered (including agricultural programs, educational programs, and urban programs if offered).
3. The outreach event included a discussion featuring local agricultural producers who have utilized the VACS Program to install BMPs on their operations.
4. The District notified all partners, including the Virginia State University-Small Farm Outreach Program (Program) of the event and a representative from each organization was invited to participate on the agenda.

#18. The District notified the Virginia State University – Small Farm Outreach Program (Program) of every outreach event conducted by the District focusing on agricultural producers. At least two weeks prior to an outreach event, both the Program’s state representative and the regional representative, if known, were notified by email; the state representative (Frederick Custis) should be emailed at fcustis@vsu.edu. A Program representative was invited to participate on the agenda for the event if they chose to do so.



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

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](http://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](mailto:carl.thiel-goin@dcr.virginia.gov) 804-229-3385