

**Scope of Service
Virginia Chesapeake Bay Watershed
PDC Locality Implementation Program**

A. CONTACT INFORMATION

Provider:	_____ PDC #__	Contact Person:	name
DUNS #:	#####	Phone Number:	phone
Federal ID #:	##-#####	Email:	email
Mailing Address:	Street, etc	Invoice Payable To:	_____PDC
City, State, Zip:	city/town, VA #####	Checks Payable To:	
Project Title:	Chesapeake Bay Watershed PDC Locality Implementation Program		
Localities represented:	specific localities represented by council		

Contract Period:	Start: March 1, 2019	Interim Report Due: June 30, 2019	End: Sept 30, 2019
DEQ Project Manager:	name	CBRAP Federal Funds:	\$21,500
Project Manager Email:	email	Match Funds:	Not required, strongly encouraged

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 the Chesapeake Bay Phase III Watershed Implementation Plan (WIP) development, the Virginia Department of Environmental Quality, 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 2018 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 Virginia PDCs are accustomed to undertaking technical assistance grant projects and regularly providing coordination with local government representatives. Their work typically focuses on data and information exchanges between local, state and federal partners and analyses of resource management issues resulting in an informational end product such as reports, maps, data inputs and outreach tools. PDCs also have specifically provided process facilitation, data scenario and strategy development in Virginia’s previous processes of Chesapeake Bay WIP development.

The focus with this initiative is for the unregulated, non-MS4 areas of localities, but the regulated areas could be included as long as the data reporting of BMP Activities would not be duplicated by required reporting. The intent of this project initiative is for each Virginia Planning District Commission (PDC) covering Chesapeake Bay watershed localities to provide interim technical and administrative assistance 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.

Successful completion of project contracts between DEQ and Chesapeake Bay watershed planning district commissions for the initial WIP III planning assistance concluded in December 2018. Beginning with this new DEQ-PDC contract to be effective early 2019, each PDC will initiate implementation procedures as generalized assistance to localities for non-regulated areas to explore ways to implement identified BMPs with local governments and establish longer range monitoring programs for the WIP III recommendations over a period of approximately seven (7)-months that will continue the momentum of operations, discussions and relationships with local governments and stakeholders of each watershed region. This contract creates a bridge from the local completion of the WIP III recommendations as the Commonwealth of Virginia obtains final approval from the Chesapeake Bay Program in August 2019. The initial WIP III planning assistance contracts in 2018 supported the ability for PDCs entering into a sub-contractual arrangement for completion of the project deliverables. As this initiative proceeds and longer-term funding support is pursued, these projects are to build internal capacity within the PDCs as opposed to a continuum of turn-key work for the Chesapeake Bay WIP implementation. State funded resources are being sought and continued funding for this initiative may be available. The maximum funding allocation for this seven (7)-month project period is a total fixed, not-to exceed amount of \$21,500 per PDC or \$322,500 in the Virginia Chesapeake Bay watershed.

C. PROJECT METHODOLOGY AND DELIVERABLES

(A corresponding timeline will become contract Attachment C, Milestone Table)

The following activities outline the “Minimum” and “Optional” deliverables to be completed by the PDC and are imperative to a successful project. Completion of all the “Minimum Deliverables” in the 4 (four) Activity groups and at least 5 (five) of the “Optional Deliverables” from any of the Activity groups constitute satisfactory completion under this contract. The development of collaborative arrangements between two or more PDCs at this initial program development stage is encouraged.

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: Facilitation of Chesapeake Bay Phase III WIP implementation with localities and regional partners

The PDC will continue to engage localities, regional and state partners regarding Bay WIP III programmatic actions and implementation activities. 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.); state and federal agency representatives. The PDC will focus on liaison activities between localities and all of the partners.

Minimum Deliverables

- a) Development of a regionally-specific annual Scope of Work (modeled after the draft developed by TJPDC titled, Local Area Watershed Implementation Plans Sustainability Program) for implementation for fiscal year 2020 should on-going funding for this initiative be realized. (by June 30, 2019)
- b) Host and facilitate a minimum of 3 meetings on Bay WIP topics, or include Bay WIP issues on agendas for existing meetings, with participation from membership local governments. Encourage attendance from other partners. (by Sept 30)
- c) Initiate work with localities and other partner organizations to develop cost estimates and potential budgets for implementation of Bay Program-approved BMP projects and to identify opportunities to align multiple program needs. (by September 30, 2019)
Any information that can be provided to DEQ for the June 30th interim report may inform the state budgeting process for next year.
- d) Work with localities to compile and submit GIS shapefiles to support the Chesapeake Conservancy's Bay High-Resolution Land Cover Update project, 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. (by June 30, 2019)

Optional Deliverables

- e) Collaborate with other Bay PDCs to establish an "urban sector" network group. Coordinate meetings and/or teleconferences with other Bay PDCs to discuss BMP implementation process and efforts to assist unregulated (non MS4) communities. (by September 30, 2019)
- f) Work with localities to begin review of local plans and ordinances and identify whether WIP III BMPs and prioritized programmatic actions are included in goals/objectives or opportunities for future inclusion. (by September 30, 2019)
- g) Share information with localities on state, federal, and private BMP implementation funding opportunities. (as available)

Activity 2: Development and distribution of implementation tools and resources

The PDC role is for contract-related work that produces outreach and education elements fostering local stakeholder participation in Chesapeake Bay Phase III WIP implementation; and the region-wide dissemination of, and assistance with, tools, collaboration with stakeholders and other partners, and leadership for regional strategies, programmatic actions and planning goal implementation.

Minimum Deliverables

- a) Develop a marketing piece and web page that describes/informs local stakeholders about the WIP. (by September 30, 2019)
- b) Work with localities and other regional stakeholders to develop a matrix of potential grant project priorities for the region with total project costs, potential funding sources, partners, application deadlines and any other critical information. (by September 30, 2019)

Optional Deliverables

- c) Develop a program that educates the local stakeholders about the direct benefits of implementing BMPs in their communities (instead of focusing on the Bay area exclusively); and that engages and encourages citizens to participate by promoting the benefits to their local communities. (by September 30, 2019)
- d) Identify opportunities for regional (or multiple locality) projects such as small watershed-scale stream restoration and bank stabilization in the PDC region. (by September 30, 2019)
- e) Support local governments with grant writing assistance as opportunities arise based on local government needs. (by September 30, 2019)
- f) Develop a library of draft applications (for basic information needs and project drafts) for use within the region to acquire project funding. For example, templates can be developed for: (1) non-profit foundations such as the National Fish and Wildlife Foundation; (NFWF); (2), locally-targeted state resources such as the Stormwater Local Assistance Funds (SLAF); and (3) a potential co-benefit funder applicable in the region (ex. Virginia Department of Emergency Management {VDEM} - Hazard Mitigation, Virginia Department of Transportation {VDOT} - Road Improvements with WQ BMPs, Trout Unlimited - Habitat Improvement, National Oceanic and Atmospheric Administration {NOAA} - Coastal Resiliency). Examples of past, successful projects or representative draft applications for one or more specific BMPs are acceptable for this deliverable. (by September 30, 2019)

Activity 3: BMP implementation reporting and liaison with DEQ

The PDCs identified needs with existing BMP project reporting procedures during the Phase III WIP development process. This section begins to address and improve many aspects of reporting mechanisms for data on implemented BMPs.

Minimum Deliverables

- a) Host a training webinar in cooperation with DEQ to assist localities staff, and other agencies as needed (e.g., SWCD, local departments of health) on use of the BMP Warehouse for reporting implementation actions. (by June 30, 2019)
- b) Survey local governments and any other partner organizations on BMP data reporting gaps. Compile this information to submit to DEQ for input regarding actions and resources required for BMP data collection, reporting and Bay Model credit. (by September 30, 2019)
 - i. Identify known gaps in BMP reporting
 - ii. Identify projects or BMP data known to be absent
- c) Survey localities to identify WIP III BMP training needs. (e.g. design, tracking, reporting, verification, maintenance (by September 30, 2019)

Optional Deliverables

- d) Participate with the Virginia Department of Health (VDH), SWCDs and local governments to develop a process to capture and track septic tank pumpouts and report to DEQ’s BMP Warehouse common reporting forms. (by September 30, 2019)
- e) Establish a regional BMP reporting process, as needed by localities and including a process for BMP reporting for those localities that do not want to be included in a regional approach (by September 30, 2019)

Activity 4: Project administration

Minimum Deliverables

- a) Submit the interim PDC contract report and initial reimbursement request. (by June 30, 2019)
- b) Submit the final PDC contract report and final reimbursement request. (by September 30, 2019)

D. PROJECT BUDGET SUMMARY AND PAYMENT PROCESS

A total not-to-exceed price of \$21,500.00 will be provided to the PDC for satisfactory completion of all the “Minimum Deliverables” in the 4 (four) Activity groups and at least 5 (five) of the “Optional Deliverables” from any of the Activity groups. DEQ will issue payment to the PDC upon completion of these deliverables as outlined in Section C above. Upon completion of the Activity deliverables, there should also be evidence of increased capacity with the PDC. This initiative is seen as a pilot for potential long-term funding support to result in additional PDC capacity for assistance to localities by partially funding PDC staff. 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, contracting the project in its entirety is not eligible under this contract. However, the development of collaborative arrangements between two or more PDCs at this initial program development stage is encouraged.

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) 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.

The Interim Project Report will be due June 30, 2019. Updates on Activities will still be required, whether an invoice accompanies the report or not. The Final Project Report will be due no later than September 30, 2019 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 invoice for payment.

Satisfactory completion will be determined by DEQ.