

**COMMONWEALTH OF VIRGINIA**  
**GO VIRGINIA ECONOMIC RESILIENCE AND RECOVERY GRANT**  
**CONTRACT**  
**NUMBER 20-GOVA-ERR-09A**

THIS AGREEMENT by and between the COMMONWEALTH OF VIRGINIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (hereinafter called "DHCD"), REGIONAL COUNCIL NINE and CENTRAL VIRGINIA PARTNERSHIP FOR ECONOMIC DEVELOPMENT (herein called "GRANTEE"), and XXXXXXXX (hereinafter called "SUBGRANTEE"), WITNESSETH THAT:

WHEREAS, DHCD has been authorized by the Governor of the Commonwealth of Virginia to distribute and administer grants of the Virginia Growth and Opportunity Act (hereinafter called "GO VIRGINIA") and the Appropriation Act of the Commonwealth of Virginia for the 2018-2020 Biennium, as amended; and

WHEREAS, the Growth and Opportunity Board (hereinafter referred to as the "BOARD") has been authorized by the Governor of the Commonwealth of Virginia to establish guidelines for grants under the terms of the Virginia Growth and Opportunity Act; and

WHEREAS, the GRANTEE has been authorized to secure financial support from DHCD on behalf of REGIONAL COUNCIL NINE and the SUBGRANTEE under the terms of the Virginia Growth and Opportunity Act; and

WHEREAS, "XXXXXXX" as described in the GO VIRGINIA Economic Resilience and Recovery APPLICATION submitted by GRANTEE on behalf of SUBGRANTEE has qualified for funding on the basis of the GO VIRGINIA Grant Scoring Guidelines as established by DHCD and the Growth and Opportunity Board (hereinafter referred to as the "PROJECT"); and

**NOW, THEREFORE**, the parties hereto mutually agree as follows:

## COMPENSATION

1. DHCD agrees to award the GRANTEE a **GO VIRGINIA Economic Resilience and Recovery Grant** for the amount of allowable, eligible costs associated with the completion of the scope of the work described in this AGREEMENT, but not to exceed a total of ~~\$\$\$ (XXXXXXXXXXXX)~~.
2. **Non-State sources of matching funds** of at least \$1 dollar for every 2 dollars awarded are required for the use of **GO VIRGINIA Economic Resilience and Recovery Grant** funds, unless otherwise waived by the Board. A total match of ~~\$\$\$ (XXXXXXXXXXXX)~~ in matching funds over XX months is committed to this project by SUBGRANTEE on behalf of the following organizations.....
3. The GRANTEE and SUBGRANTEE shall not obligate, encumber, spend or otherwise utilize **GO VIRGINIA Economic Resilience and Recovery Grant** funding for any activity or purpose not included or not in conformance with the budget as apportioned and as described in this AGREEMENT unless the GRANTEE has received explicit approval by WRITTEN NOTICE from DHCD to undertake such actions.
4. No costs incurred prior to the approval of the grant authorized herein by DHCD or the GO Virginia Board shall be eligible for reimbursement with **GO VIRGINIA Economic Resilience and Recovery Grant** funds.
5. The GRANTEE will use the lesser of (1) the amount specified in this AGREEMENT, or (2) the amount actually expended in completion of the scope of work described in this Agreement. If, at project completion, there are cost under-runs or project savings, these costs shall revert to DHCD.

## METHOD OF PAYMENT

6. Requests for payment shall be completed through the “Remittance” function in DHCD’s CAMS (Centralized Application and Management System). Along with the request for payment, GRANTEE shall furnish documentation of reimbursable expenditures (such as invoices, cancelled checks, source documents, etc.). GRANTEE shall also provide documentation of match expenditure with the reimbursement request. DHCD shall process requests for payment within fifteen (15) days. Where invoices are not paid by the GRANTEE in advance of the remittance, funds shall then be immediately disbursed upon receipt of funds.
7. Matching funds shall be expended prior to or in proportion to **GO VIRGINIA Economic Resilience and Recovery Grant** funds within the PROJECT budget. The final disbursement may not be processed if GRANTEE’s matching funds obligation has not been fulfilled.

8. To expedite receipt of payment, it is recommended that GRANTEE contact the Virginia Department of Accounts (DOA) to arrange for electronic transfer of GO VIRGINIA funds. The forms to establish electronic payment with DOA are available at [www.doa.virginia.gov](http://www.doa.virginia.gov).
9. The project shall commence on the Project Start Date (as hereinafter defined), and shall terminate no later than the Project End Date (as hereinafter defined). Funds not expended by those dates may be subject to re-appropriation, unless the GRANTEE has received explicit approval by WRITTEN NOTICE from DHCD to extend this AGREEMENT. Final requests for the funds must be made **no later than 90 DAYS** from the Project End.

**SCOPE OF WORK**

10. GRANTEE and SUBGRANTEE will commence, carry out and complete this scope of work, beginning on **XXXXXXX X, XXXX** (the “Project Start Date”) as described in the GRANTEE’s **GO VIRGINIA Economic Resilience and Recovery Grant APPLICATION** submitted to DHCD in CAMS, and any subsequent, approved, written amendments to the APPLICATION, which are made a part of this AGREEMENT. GRANTEE and SUBGRANTEE shall complete the scope of work as described in the CONTRACT DOCUMENTS, on or before **XXXXXXX X, XXXX** (the “Project End Date”).

**PROJECT TITLE:**       XXXXXXXXXXXXXXXXXX

**ACTIVITIES:**

1. **As provided in approved proposal.** Add details here.
2. **As provided in approved proposal.** Add details here.
3. **As provided in approved proposal:** Add details here.
4. **Additional activities as needed.** Add details here.

**MILESTONES:**

**ADD TARGET MILESTONE DATE FROM GRANT PROPOSAL:**

- Add milestone from grant proposal
- Add milestone from grant proposal
- Add milestone from grant proposal

**ADD TARGET MILESTONE DATE FROM GRANT PROPOSAL** Add milestone from grant proposal

- Add milestone from grant proposal

**ADD TARGET MILESTONE DATE FROM GRANT PROPOSAL** Add milestone from grant proposal

Add milestone from grant proposal

**ADD MORE TARGET MILESTONE DATES FROM GRANT PROPOSAL,  
AS NEEDED**

**PRODUCTS:**

- Add metrics, products or outcomes from proposal
- Add metrics, products or outcomes from proposal
- Add metrics, products or outcomes from proposal
- Add metrics, products or outcomes from proposal
- Add more metrics, products or outcomes from proposal, as needed

**BUDGET:** Sources & Uses Document Attached.

11. The GRANTEE and SUBGRANTEE shall remain fully obligated under the provisions of this AGREEMENT notwithstanding its designation of any subsequent or third party CONTRACTORS identified for the undertaking of all or part of the scope of work for which the **GO VIRGINIA Economic Resilience and Recovery Grant** funds are being provided to the GRANTEE. Any SUBGRANTEE or CONTRACTOR which is not the GRANTEE shall comply with all the lawful requirements of the GRANTEE necessary to ensure that the PROJECT for which this assistance is being provided under this AGREEMENT is carried out in accordance with this AGREEMENT.
12. Should SPECIAL CONDITIONS to this AGREEMENT require additional action before proceeding with the ACTIVITY(S), the GRANTEE will initiate action relative to removal of those SPECIAL CONDITIONS beginning with the execution of this AGREEMENT.
13. DHCD agrees to provide the GRANTEE and SUBGRANTEE with technical assistance in setting up and carrying out the administration of the PROJECT and tracking PERFORMANCE METRICS as outlined in the APPLICATION as submitted and outlined in this AGREEMENT.
14. DHCD and the BOARD reserve the right to end funding for this PROJECT at any point by written Notice to GRANTEE and SUBGRANTEE should the PROJECT prove nonviable. This includes, but may not be limited to, lack of progress in conformance with this AGREEMENT. In such event, commitments made by GRANTEE and any SUBGRANTEE in accordance with the terms of this AGREEMENT prior to receipt of written notice of termination of funding will be funded.

15. If required under applicable law, GRANTEE and any SUBGRANTEE shall comply with the following as they relate to this AGREEMENT:
- A. Virginia Freedom of Information Act (FOIA);
  - B. Virginia Conflict of Interest Act (COIA);
  - C. Virginia Fair Employment Contracting Act;
  - D. Virginia Public Procurement Act (VPPA);
  - E. Americans with Disabilities Act (ADA); and
  - F. Title VI of the Civil Rights Act of 1964 (24 CFR Part 1).

## **FINANCIAL REQUIREMENTS**

16. GRANTEE agrees to submit a quarterly progress report to DHCD in CAMS. The GRANTEE shall use the “GO Virginia Project Quarterly Progress Report” template to submit the report in the “Reports & Communications” tab for the PROJECT. DHCD may share copies of the report with interested parties identified by the State.
17. GRANTEE agrees to submit a final financial report and final project performance closeout report to DHCD in CAMS. The GRANTEE shall use the appropriate templates and closeout procedures, as provided by DHCD, to submit the final financial and project performance closeout reports in the “Reports & Communications” tab for the project. DHCD may share copies of the report with interested parties identified by the State.
18. DHCD, at its discretion, may require additional reports. If reports are not submitted in a timely manner, DHCD reserves the right to withhold payment requests until such reports are submitted.
19. DHCD shall monitor the GRANTEE as least once during the period covered by this AGREEMENT. DHCD may schedule additional monitoring visits with reasonable notice to Grantee as considered necessary. At any time during this AGREEMENT period, DHCD may request and shall be provided copies of any documents pertaining to the use of Program funds.
20. If required under applicable law, any governmental procurement from nongovernmental sources for construction or professional services shall be procured in accordance with the Code of Virginia § 2.2-4300 Virginia Public Procurement Act (VPPA). Per VPPA, “construction” means building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavation, grading or similar work upon real property. “Professional services” means work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering. The GRANTEE and/or SUBGRANTEE(S) shall submit any contracts obligating GO VIRGINIA funds and if applicable,

documentation to detail that applicable procurement requirements have been met, prior to the execution of those contracts.

21. DHCD reserves the right to request and receive additional documentation pertaining to non-professional service or other contracts obligating GO VIRGINIA funds prior to approving drawdown requests.

**AUDIT REQUIREMENTS**

22. Per the DHCD Audit Policy, the GRANTEE is required to submit financial statements to DHCD. Required statements are as followed: Financial Statement(s)\*\*, Reviewed Financial Statement(s) prepared by an Independent Certified Public Accountant (CPA), Financial Statement(s) that have been audited by an Independent CPA or an audit required by the Code of Federal Regulations (CFR), (2 CFR 200 Subpart F), audited by an independent CPA. The table below outlines the minimum requirements.

Threshold Requirement	Document
Total annual expenditures > \$100,000 (Regardless of source)	Financial Statement(s) prepared by organization**
Total annual expenditures between \$100,001 and \$299,000 (Regardless of source)	Reviewed Financial Statement(s) prepared by an Independent Certified Public Accountant (CPA)
Total annual expenditures > \$300,000 (Regardless of source)	Financial Statement(s) that have been audited by an Independent CPA
Federal expenditures ≥ \$750,000	2 CFR 200 Subpart F Audit that has been audited by an Independent CPA

23. Required financial statements must be submitted by the GRANTEE yearly, within nine (9) months after the end of your fiscal year or 30 (thirty) days after it has been accepted (reviewed financial statement(s), audited financial statements, and 2 CFR 200 Subpart F audit only) - whichever comes first. Entities must electronically submit their financial statement(s) in DHCD’s Centralized Application and Management System (CAMS). Entities are required to have a DHCD reviewed and approved current audit or reviewed financial statement(s) in order to submit a remittance request.

**TERMINATION, SUSPENSION, CONDITIONS**

24. **FOR CAUSE** - If through any cause, the GRANTEE or DHCD fails to comply with the terms, conditions or requirements of the CONTRACT DOCUMENTS, and fails to correct the non-compliance within ten (10) business days after WRITTEN NOTICE thereof, the other party may terminate or suspend this AGREEMENT by giving WRITTEN NOTICE of the same and specifying the effective date of termination or suspension at least five (5) days prior to such action.

If, after the effective date of any suspension of this AGREEMENT, it is mutually agreeable to DHCD and the GRANTEE upon remedy of any contract violation by the GRANTEE or DHCD, the suspension may be lifted and this AGREEMENT shall be in full force and effect at a specified date after the parties have exchanged WRITTEN NOTICES stating a mutual understanding that the cause for suspension has been identified, agreed to and remedied.

In the case of contract violations by the GRANTEE, DHCD may impose conditions other than termination or suspension which are appropriate to ensure proper grant and project administration and adherence to the terms of the CONTRACT DOCUMENTS. Such conditions must be imposed through WRITTEN NOTICE.

25. **FOR CONVENIENCE** - DHCD may terminate this AGREEMENT, FOR CONVENIENCE, in the event that DHCD is no longer authorized as an agency to administer GO VIRGINIA or if the funds allocated are no longer available.

The GRANTEE may terminate this AGREEMENT for convenience at any time provided that all of the following conditions are met:

- i. The GRANTEE gives DHCD ten (10) days WRITTEN NOTICE; and
- ii. The ACTIVITY(S) which have been initiated either have been completed and may be utilized in their stage of completion in a manner consistent with the objectives in the GRANTEE'S PROJECT APPLICATION, or will be completed by the GRANTEE through its own or other resources; and
- iii. The GRANTEE had honored or will honor all contractual obligations to third parties affected by **GO VIRGINIA Economic Resilience and Recovery Grant** funding; and
- iv. DHCD agrees to the termination.

A GRANTEE'S valid termination for convenience in accordance with these CONTRACT DOCUMENTS shall not affect nor prejudice the GRANTEE'S future relationship with DHCD nor its future consideration as a GO VIRGINIA recipient.

## **COMMUNICATIONS**

26. GRANTEE and SUBGRANTEE agree to recognize GO Virginia's support for its programs in all communications with the media and its marketing publications. The following statement is suggested: "This project was funded in part by GO Virginia, a state-funded initiative administered by the Virginia Department of Housing and Community Development (DHCD) that strengthens

and diversifies Virginia's economy and fosters the creation of higher wage jobs in strategic industries.”

## **REQUEST FOR INFORMATION**

27. The GRANTEE shall furnish, regularly and in such form as DHCD may require, reports concerning the status of the PROJECT activities and grant funds. Such reports shall be submitted in the form and manner as prescribed herein and in WRITTEN NOTICES from DHCD.
28. The GRANTEE shall maintain all records related to GO VIRGINIA grant funds. Records shall be readily accessible to DHCD, appropriate State agencies, and the general public during the course of the Project and shall remain intact and accessible for three years from final closeout. Except if any litigation claims or audit is started before the expiration of the three year period the records shall be retained until such action is resolved. Notwithstanding, records of any nonexpendable property must be retained for a three year period following final disposition.
29. WRITTEN NOTICES shall constitute the only means of binding statements of fact or condition between the parties of this Agreement. All required reports and requests to be issued by the GRANTEE or SUBGRANTEE must be made by way of a WRITTEN NOTICE unless other means are specified in the CONTRACT DOCUMENTS. The GRANTEE shall act upon and respond to WRITTEN NOTICES promptly as directed.
30. The term CONTRACT DOCUMENTS means the following documents which are a part of this AGREEMENT and are incorporated by reference herein as if set out in full:
  - A. AGREEMENT;
  - B. PROJECT BUDGET AS APPROVED;
  - C. GO VIRGINIA ECONOMIC RESILIENCE AND RECOVERY GRANT APPLICATION;



In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official this AGREEMENT.

**SUBGRANTEE**

XXXXXXXXXXXX

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
XXXXXXXXXXXX, XXXXXXXXX

**GRANTEE**

CENTRAL VIRGINIA PARTNERSHIP FOR ECONOMIC DEVELOPMENT

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Helen Cauthen, President

**REGIONAL COUNCIL 9**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
XXX XXXX, Chair

**COMMONWEALTH OF VIRGINIA**

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Erik Johnston, Director