



Glenn A. Youngkin  
Governor

Caren Merrick  
Secretary of  
Commerce and Trade

# COMMONWEALTH of VIRGINIA

DEPARTMENT OF  
HOUSING AND COMMUNITY DEVELOPMENT

Bryan W. Horn  
Director

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding, entered into as of this **17<sup>th</sup> day of March 2023**, by and between the Virginia Department of Housing and Community Development hereinafter referred to as “DHCD” and the **City of Staunton**, hereinafter referred to as “GRANTEE.”

### WITNESSETH

WHEREAS, DHCD has been authorized by the Governor of the Commonwealth of Virginia to distribute and administer grants of the Industrial Revitalization Fund (IRF) according to 36-152 of the Code of Virginia, and

WHEREAS, the **Western State Hospital Steam Plant Project**, as described in the Industrial Revitalization Fund (IRF) Planning Grant proposal submitted by GRANTEE, has qualified for funding on the basis of the IRF Planning Grant Guidelines,

Now THEREFORE, the above-mentioned parties hereto do mutually agree as follows:

1. DHCD agrees to award the GRANTEE an Industrial Revitalization Fund Planning Grant in an amount of the total allowable, eligible costs through the Coronavirus State and Local Fiscal Recovery Fund within the American Rescue Plan Act of 2021 in carrying out the activities included in the scope of the work herein described not to exceed **\$99,000 (ninety-nine thousand dollars)**.
2. DHCD agrees to provide the GRANTEE with technical assistance in setting up and carrying out the administration of its **Western State Hospital Steam Plant Project**.
3. The GRANTEE will commence, carry out and complete the scope of work, beginning on **March 17, 2023**, as described in the GRANTEE’s IRF Planning Grant proposal, and any subsequent, approved, written amendments to the proposal, which are made a part of this MOU.

PROJECT TITLE: **Western State Hospital Steam Plant Project**

PROJECT ADDRESS: **420 Richmond Avenue, Staunton, VA 24401**

PRODUCTS: **Architectural and Engineering Reports, Market and Feasibility Study**



4. GRANTEE agrees to provide a final report to DHCD by **July 31, 2023**. The GRANTEE shall use the IRF Planning Grant Report template in CAMS to submit the final report. The Report shall include a summary of the approved Industrial Revitalization Fund Planning Grant project and its outcomes. Studies, reports, pictures, and other documentation should be submitted along with the written report. DHCD may share copies of the report with other interested parties identified by the State. 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.
5. DHCD shall monitor the project during the period covered by this Grant Agreement. At any time during the Grant period, DHCD may request and shall be provided copies of any documents pertaining to the use of Program funds.
6. The GRANTEE will use the lesser of (1) the amount specified above, or (2) if, at total PROGRAM completion, there are cost under-runs or project savings, these costs shall revert to DHCD.
7. The GRANTEE shall complete the work as described in this MOU, on or before **July 31, 2023**. Final requests for the funds must be made no later than **July 31, 2023**. Funds not expended by **July 31, 2023**, are subject to re-appropriation. If the project is not completed by that date, all Grant funding and this MOU shall be terminated and the GRANTEE shall return all unexpended funds, unless an amendment to the MOU provides otherwise.
8. Grant funds will be disbursed on a reimbursement basis only. Request for funds will be completed through the CAMS (Centralized Application and Management System). Along with the reimbursement request, the Grantee will also upload and include documentation and proof of reimbursable expenditures (such as invoices, cancelled checks, source documents, etc).
9. DHCD agrees to make payment to the GRANTEE upon receipt of a properly completed and signed invoice(s) submitted to CAMS. Requests for Payment may be on a reimbursable basis upon received documentation of the required expenditure, and made to allow approximately thirty (30) days to receive funds. Funds are to be immediately disbursed by the GRANTEE.
10. To expedite receipt of payment, it is recommended that Grantees contact the Virginia Department of Accounts (DOA) to arrange for electronic transfer of IRF funds. The forms to establish electronic payment with DOA are available at [www.doa.virginia.gov](http://www.doa.virginia.gov). At the home page, click on the Electronic Data Interchange (EDI) link button on the right. Scroll down to the *Trading Partner Agreement and Enrollment* form for Localities and Grantees. Print the form, fill it out and submit it. Instructions on filling out the form are on the third page of the document.
11. The GRANTEE must submit one of the following financial documents: Financial Statement\*\*, Reviewed Financial Statement prepared by an independent Certified Public Accountant (CPA), Audited Financial Statement prepared by an independent CPA, or an



OMB A-133 Audit (Single Audit) prepared by an independent CPA. Please see the table below to determine which document your organization is required to submit.

The threshold requirements outlined below are the *minimal* standards required by DHCD. We strongly encourage all organizations receiving funds from DHCD to undertake the highest level of financial management review to ensure practices and procedures are fully examined and evaluated.

Threshold Requirement	Document
Total annual expenditures <\$100,000 – regardless of source	Financial Statement prepared by organizations**
Total annual expenditure between \$100,001 and \$300,000 – regardless of source	Reviewed Financial Statement prepared by an Independent Certified Public Accountant (CPA)
Total annual expenditures > \$300,000 – regardless of source	Audited Financial Statement prepared by an Independent CPA
Federal expenditures ≥\$750,000	OMB A-133 Audit (Single Audit) prepared by an Independent CPA

The full DHCD Audit Policy, including an explanation of the specific document requirements, can be found online at:  
[http://www.dhcd.virginia.gov/images/DHCD/DHCD\\_Audit\\_Policy.pdf](http://www.dhcd.virginia.gov/images/DHCD/DHCD_Audit_Policy.pdf).

12. DHCD reserves the right to end funding at any point should the project prove nonviable. This includes, but may not be limited to, lack of progress in conformance with the approved project proposal.



## EXECUTION

In witness whereof, the parties have executed or caused to be executed by their duly authorized official this MOU to be bound thereby.

### Department of Housing and Community Development (DHCD)

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: Deputy Director, Economic Development and Community Vitality

### City of Staunton

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

