Terence R. McAuliffe
Governor

Maurice A. Jones
Secretary of Commerce
and Trade

COMMONWEALTH of VIRGINIA

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

William C. Shelton
Director

August 14, 2015

Mr. Craig Meadows
County Administrator
County of Montgomery
755 Roanoke Street
Christiansburg, Virginia 24073-3179

RE: Planning Grant #15-PG-10
Prices Fork Food Initiative Planning Grant
Contract Execution

Dear Mr. Meadows:

We have completed all steps necessary for the execution of your Planning Grant contract.

Enclosed are two signed originals of the contract. Please sign both originals on the signature page and at the end of the Assurances. You will observe a notary public must acknowledge your signature. Then, return one original to me by mail. You will also need to upload the executed contract into "Projects and Reports" in the Centralized Application and Management System (CAMS).

Thank you for your cooperation, and we look forward to working with you during implementation of this project.

Sincerely,

Desi L. Wynter
Community Development Associate Director

Enclosures

cc: Emily Gibson, Montgomery Co Planning
Jennifer Wilsie, NRVRC
Joy Rumley, DHCD

CONTRACT #: **15-PG-10**
GRANTEE: **County of Montgomery, Virginia**

PLANNING GRANT AGREEMENT

This AGREEMENT, entered into as of this **14th day of August, 2015**, by and between the **Virginia Department of Housing and Community Development** hereinafter referred to as "DHCD" and the **County of Montgomery**, Virginia hereinafter referred to as "GRANTEE."

WITNESSETH

WHEREAS, the Commonwealth of Virginia has been authorized to distribute and administer Community Development Block Grant (CDBG) funds pursuant to the Housing and Community Development Act of 1974, as amended, and

WHEREAS, DHCD has been authorized by the Governor of Virginia to distribute and administer CDBG funds in the form of Planning Grants according to the CDBG Program Design, and

WHEREAS, the PROJECT as described in the Planning Grant Proposal as submitted by the GRANTEE has achieved a sufficiently high ranking through a competitive proposal selection system to qualify for Planning Grant funding on the basis of the CDBG Program Design,

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

1. DHCD agrees to award the GRANTEE a Planning Grant in an amount of the total allowable eligible costs in carrying out the activities included in the scope of work herein described. The initial award is up to $3,000; additional funding up to a combined maximum total of **$30,000** is available on a performance basis (see SPECIAL CONDITIONS).

2. DHCD agrees to provide the GRANTEE with technical assistance in setting up and carrying out the administration of its Planning Grant.

3. The GRANTEE will commence, carry out and complete the following scope of work (more thoroughly described in the GRANTEE'S Proposal).

   PROJECT TITLE: Prices Fork Food Initiative Planning Grant

   OUTCOME: Evaluate and plan the former Prices Fork Elementary School for use as a food hub, commercial kitchen, restaurant and other food-based business use. The planning grant will also evaluate the operational structure and sustainability of the future proposed use.

   PRODUCTS:
   a. Project Mobilization – including initial surveys, facilitated meetings, and initial research;

b. Feasibility/Market Study – including demand analysis, financial feasibility analysis and financing options;

c. Operations/Management Plan – including recommended ownership structure, business plan, proforma and identifying potential leasing partnerships;

d. Preliminary Architectural Report – including design concepts and narrative with detailed cost estimates.

4. The aforementioned PROJECT shall be carried out, and grant payments made in strict conformance with the CONTRACT DOCUMENTS.

5. The GRANTEE will initiate work on the PRODUCT(S) required by the CONTRACT DOCUMENTS beginning **August 14, 2015** unless grant special condition(s) require additional action on specified PRODUCT(S) before proceeding with that activity(s). In such instances the GRANTEE will initiate action to remove the special condition(s) beginning with the execution of this agreement.

6. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS within on or before **June 30, 2016.** If the PRODUCTS are not completed by that date all CDBG funding and this AGREEMENT shall be terminated and the Grantee shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENT provides otherwise.

7. The GRANTEE shall complete the work as described in the CONTRACT DOCUMENTS by the dates identified in the SPECIAL CONDITIONS. If PRODUCTS are not completed by that date, all Planning Grant funding and this Agreement may be terminated and the GRANTEE shall return all unexpended funds, unless an amendment to the CONTRACT DOCUMENT provides otherwise.

8. The term CONTRACT DOCUMENTS means the following documents which are part of this Agreement, and are incorporated by reference herein as if set out in full:

   A. GRANTEE'S PLANNING GRANT PROPOSAL (including revisions);
   B. AGREEMENT;
   C. PLANNING GRANT MANAGEMENT MANUAL;
   D. GENERAL CONDITIONS;
   E. SPECIAL CONDITIONS;
   F. AMENDMENTS;
   G. ASSURANCES;
   H. FACILITATED PLANNING STRATEGY; and
   I. PROGRAM DESIGN.

In witness whereof, the parties hereto have executed or caused to be executed by their duly authorized official this AGREEMENT in duplicate, each copy of which will be deemed an original.

COMMONWEALTH OF VIRGINIA,
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

BY: _____ DATE: 8.19.15
Lisa A. Atkinson, Deputy Director

City of Richmond,
Commonwealth of Virginia

I do certify that Lisa A. Atkinson personally appeared before me and made oath that she is Deputy Director of the Department of Housing and Community Development and that she is duly authorized to execute the foregoing document.

My commission expires: April 30, 2016.

Given under my hand this 19th day of August, 2015.

KEIRA JOHNSON NOTARY PUBLIC REG. #7167268 MY COMMISSION EXPIRES 4/30/2016 COMMONWEALTH OF VIRGINIA

Keira A. Johnson
Notary Public

7167268
Registration Number

MONTGOMERY COUNTY, VIRGINIA

BY: _____ DATE: _____
Craig Meadows, County Administrator

County of Montgomery,
Commonwealth of Virginia

I do certify that Craig Meadows personally appeared before me and made oath that he is County Administrator of the County of Montgomery, Virginia and that he is duly authorized to execute the foregoing document.

My commission expires: _____.

Given under my hand this _____day of _____, 20___.

_____ _____
Notary Public Registration Number

SPECIAL CONDITIONS

1. Upon completion of the Facilitated Planning Strategy Session within 60 days of the date of this contract, and upon completion, submission and acceptance of a **written** Planning Strategy, DHCD will release up to $3,000 (based on a negotiated performance budget) to the GRANTEE. Subsequent payments will be released based solely on completion and delivery of agreed-upon products. Note that Planning Grant funds may NOT be used to fund the development of construction grant applications.

2. A 2016 Community Improvement Grant (CIG) application may be prepared, depending on the findings of this planning grant and, if applicable, submitted by the deadline published in the 2016 Program Design.

3. Ten percent (10%) of the total grant shall not be reimbursed unless and until **all** activities, including the CIG application submission and the completion of the CIG precontract requirements, have been completed and satisfactorily reviewed by the deadlines outlined above, *regardless of whether the CIG application is funded.* Please note that this 10% is NOT meant to pay for these activities. Rather, it is contract retainage. Neither Planning Grant nor Construction Grant funds pay for development and submission of a CIG application. Reasonable expenses involved in the completion of precontract requirements may be reimbursed out of a CIG (if the applicant is successful), and with a formally executed approval of those prior-authorized expenses

4. A minimum of $3,000 in leverage funds is committed to this project by the locality. These funds shall be expended prior to or in proportion to DHCD's Planning Grant funds within the budget, per activity. If additional leverage funds are committed to the project beyond those outlined above, the required leverage will remain at the originally approved amount. Documentation of the expenditure of these funds shall be maintained by the Grantee and reported to DHCD at the time of request for final payment.

5. It must be documented that project area stakeholders are involved in all planning activities and phases of project development.

6. All grant-related work shall occur using a management team concept and representing all stakeholders, including but not limited to project advocates (sparkplugs), the engineer and/or architect, project developer, the grant administrator, the Chief Executive, Regional Commission, and the local Planner, as appropriate.

7. Drawdowns against this contract will be accepted and processed **only** on a pay-for-performance basis. The benchmarks to be used in determining eligibility for payment will be negotiated between the locality and the Community Development Specialist. The benchmarks, compensation, and their schedule shall be considered as an ATTACHMENT to this CONTRACT. The GRANTEE must include a comparable compensation process for making payments to contractual service providers, and that process with benchmarks and a compensation schedule must be included in contracts with service providers.

8. DHCD reserves the right to end funding at any point beyond the initial investment outlined in number 1 above. DHCD may exercise this right at any time beyond the initial investment should the project prove not to be viable and to be a poor investment of CDBG resources.

9. As the Centralized Application and Management System (CAMS) is implemented, at a minimum, the following must be observed:

   a. The original executed Grant Agreement, Certification of Signatures and Address and Project Management Plan must be mailed to DHCD. Copies must also be uploaded into "Reports and Communication" in CAMS as a contract document.
   b. All products required by this contract must be uploaded into "Reports and Communication" in CAMS.
   c. All draw down requests must be submitted through "Remittance" in CAMS.
   d. If products are submitted at the same time as a draw down request, the explanation text box at the bottom of the Remittances screen must note this fact.
   e. The following pre-contract activity documents must be uploaded into "Reports and Communication" in CAMS: draft program designs and other required plans, Fair Housing Certification, draft NOI-FONSI advertisement, and draft Request for Release of Funds and Certification.
   f. The original executed Final Financial Report must be mailed to DHCD. A copy must also be uploaded into "Reports and Communication" in CAMS as a contract document.
   g. All annual financial audit reports as required by this contract shall be submitted through CAMS.