



# City of Charlottesville

*To be a Place Where Everyone Thrives*

## Office of Budget & Grants Management

### CDBG Intergovernmental MOU Internal Approvals

Program Year: **2025-2026 DRAFT**

Name of Subrecipient: **Department of Public Works**

Name of Funded Program: **Public Works 2025-26 Pollocks Branch Trail Bridge (PY24+ Extended)**

Approved by Council: **Initial: February 3, 2025**  
**Reauthorization: [REDACTED], 2026**

Council Resolution: **Initial: #R-25-010**  
**Reauthorization: #R-26-[REDACTED]**

Amount of Grant Agreement: **\$55,527.91**

Funding Source(s): **CDBG**

SAP Account Code(s): **1900567**

Effective Date of Grant Agreement: \_\_\_\_\_

Please confirm in the space designated below that you have had the opportunity to review the above-referenced Intergovernmental MOU, after which the agreement will be forwarded automatically to the next reviewer. If you should have any questions, please contact Anthony Warn at [warna@charlottesville.gov](mailto:warna@charlottesville.gov) or Taylor Harvey-Ryan at [harveyryant@charlottesville.gov](mailto:harveyryant@charlottesville.gov). Thank you.

*Dept.*

*Reviewer / Date*

BGM Grant Programs  
Manager

\_\_\_\_\_

Finance

\_\_\_\_\_

City Attorney

\_\_\_\_\_

City Manager

\_\_\_\_\_

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**PLACEHOLDER FOR COUNCIL  
APPROVAL/APPROPRIATION RESOLUTION**

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**COMMUNITY DEVELOPMENT BLOCK GRANT  
INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF CHARLOTTESVILLE AND THE CHARLOTTESVILLE  
DEPARTMENT OF PUBLIC WORKS**

This Memorandum of Understanding (“MOU”) is made and entered into this day, \_\_\_\_\_, by and between the **CITY OF CHARLOTTESVILLE**, by its Director of the **OFFICE OF BUDGET & GRANTS MANAGEMENT (“BGM”)**, and the **CITY OF CHARLOTTESVILLE**, by its Director of the **DEPARTMENT OF PUBLIC WORKS**, hereinafter referred to as “Subrecipient.”

**WITNESSETH:**

**WHEREAS**, the City of Charlottesville has received a grant from the United States Department of Housing and Urban Development (“HUD”) as part of its Community Development Block Grant (“CDBG”) program for the 2025-2026 program year (“Program Year”); and

**WHEREAS**, the primary objective of the CDBG program is the development of viable urban communities, including decent housing and a suitable living environment, and the expansion of economic opportunities to the principal benefit of persons of low and moderate income; and

**WHEREAS**, the Subrecipient is governmental unit of the City of Charlottesville seeking to implement a proposal which complies with the objectives of the CDBG program and qualifies as an activity eligible for funding under HUD guidelines;

**NOW, THEREFORE**, in consideration of the mutual benefits contained herein, BGM and the Subrecipient agree as follows:

**I. MOU DOCUMENTS**

The MOU Documents shall consist of the Policy Briefing Summary memo presented to City Council during the public hearing(s) during which this activity was approved, this MOU and the following four Attachments, all of which are incorporated by reference into this MOU:

**Attachment I: Scope of Work Agreement.** The Subrecipient’s goals and objectives for the project, or the services or other programs to be provided for the time period(s) covered by this MOU, as approved by BGM, to consist of:

**A. Project Narrative.** A written description of the goals and objectives and anticipated outcomes of the funded activity to be delivered by the subrecipient

**B. Budget.** A line-item budget (“Budget”) detailing the intended use of the awarded funds

**Attachment III:** Guidelines for financial management of HUD-funded activities;

**Attachment IV & V:** Additional applicable federal regulations.

Where there are any conflicts between this MOU and any of the documents attached or incorporated herein by reference, then the following order of precedence shall be binding upon the parties: (1) this MOU; (2) RFP; (3) Subrecipient's proposal; (4) the four attachments referenced above in order.

**II. SCOPE OF WORK**

The Subrecipient agrees to provide the **Public Works 2025-26 Pollocks Branch Trail Bridge (PY24+ Extended)** program and related services described in the Scope of Work agreement. In serving the beneficiaries of its program, the Subrecipient will coordinate its efforts with other appropriate agencies. The Subrecipient shall make no changes, alterations, or amendments to the Scope of Work agreement or to the Budget without the prior written approval of BGM and/or HUD, if required.

**III. FUNDING**

BGM agrees to make available the sum of **\$55,527.91** for use by the Subrecipient to reimburse approved eligible expenses incurred by the Subrecipient during the MOU Program Year, such as for contracted services pursuant to this MOU and/or project-related materials. The reimbursement of funds to the Subrecipient is conditioned on the city's receipt of these funds from HUD and their appropriation by City Council.

**A. Timeliness & Use of Funding Deadlines.** Invoices and all necessary supporting documentation must be submitted to BGM for at least 45% of the total funding award no later than **January 15, 2025**, which amounts to **\$24,987.56**. Any of the aforementioned amount not spent and invoiced prior to August 30, 2026, may be reprogrammed by BGM to assist in meeting HUD timeliness requirements. If the August 30, 2026, deadline is met, additional invoices and supporting documentation must be submitted to BGM totaling at least 65% of the total funding sum no later than **October 30, 2026**, which amounts to **\$36,093.14**. Any of the aforementioned amount not spent prior to October 30, 2026, may be reallocated by BGM to assist in meeting HUD timeliness requirements. All funds allocated under this MOU that are not spent and invoiced by Subrecipient on or before **June 30, 2026**, shall be subject to reprogramming at the discretion of BGM staff.

Subrecipient shall in a timely manner submit invoices of allowable expenses and documentation of such expenses. Upon review and approval by BGM, Subrecipient shall be reimbursed for all eligible and documented expenses.

**IV. TERM**

Unless terminated earlier in accordance with the provisions contained herein, the term of this MOU shall run from **July 1, 2025**, through **December 31, 2026**, or for such longer period that BGM and Subrecipient agree to in writing and for which CDBG funds have been appropriated

and are available.

## **V. REPORTS AND MONITORING**

**A. Quarterly Reports.** The Subrecipient shall submit progress reports (the “Quarterly Progress Report” or “QPR”) on a quarterly basis via the Neighborly Participant Portal no later than the 15th of the months of **July and October, 2026**, and **January, 2027**, to the BGM staff contact indicated in Section XVIII.

**B. Closeout Reports.** The Subrecipient shall also submit no later than **January 15, 2027**, a comprehensive report detailing how the Subrecipient has met the requirements, goals, and objectives of the approved Scope of Work during the MOU program year (“the Closeout Report”). The Closeout Report shall include, at a minimum, accomplishments data, including data on recipients of CDBG-funded services (“beneficiaries”) and identification of actual expenditures.

**C. Monitoring.** BGM will schedule at least one monitoring visit with the Subrecipient to evaluate the program’s progress and performance. During or in connection with any monitoring visits, BGM shall be provided access to all of Subrecipient’s program-related books, records and other materials (including, without limitation, computer files).

## **VI. SUBCONTRACTS**

The Subrecipient shall not assign or subcontract this MOU, or any part herein, without the prior written approval of BGM. If approval is granted, any subcontract and all subcontracting procedures shall be in accordance with federal procurement standards contained in 24 CFR Part 85, the Office of Management and Budget (OMB) Circular 110, and other applicable regulations.

## **VII. REGULATIONS AND REQUIREMENTS**

**A. Conformity to HUD Regulations.** The Subrecipient agrees to abide by guidelines set forth by HUD for the administration and implementation of the CDBG Program, including:

- (1) applicable Uniform Administrative Requirements set forth in 24 CFR 570.502; and
- (2) applicable regulations in 24 CFR 570.600, et seq.; and
- (3) the requirements and standards of OMB Circular No. A-122, and the Attachments to OMB Circular No. A-110 specified in 24 CFR 570.502 (b).

The Subrecipient agrees that duly authorized representatives of HUD and/or BGM shall have access to any books, documents, papers, and records of the Subrecipient that are directly pertinent to this MOU for the purpose of making audits, examinations, and transcriptions.

**B. Conformity to City Regulations.** The Subrecipient agrees to observe and abide by all rules, regulations, ordinances, and resolutions that may be promulgated from time to time by

City Council, as well as to implementing guidance developed by BGM concerning the use of the awarded funds.

### **VIII. PROGRAM BENEFICIARIES**

The Subrecipient agrees that CDBG funds shall only be used to provide services to residents of the City of Charlottesville.

### **IX. EQUAL EMPLOYMENT OPPORTUNITIES**

The Subrecipient shall comply with Equal Employment Opportunities as stated in Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by regulations promulgated by the U.S. Department of Labor.

### **X. PROGRAM INCOME AND REVERSION OF ASSETS**

All "program income," as defined by HUD regulations, gained by the Subrecipient from any activities funded by CDBG funding shall be returned promptly to BGM.

Within 30 days of the expiration or termination of this MOU the Subrecipient shall transfer to BGM any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control that was acquired or improved in whole or in part with CDBG funds in excess of \$25,000 shall be used or disposed of in accordance with 24 CFR 570.503(b)(7).

### **XI. RELIGIOUS ORGANIZATIONS**

The City of Charlottesville does not discriminate against faith-based organizations in accordance with Virginia Code Section 2.2-4343.1. CDBG funds may be used by religious organizations or on property owned by religious organizations provided that Subrecipient seeks prior written approval from BGM and provided that Subrecipient adheres to the requirements set forth in 24 CFR 570.200(j).

### **XII. RECORD KEEPING**

**A. Financial Management.** Subrecipient shall comply, at all times, with the Guidelines for Financial Management set forth in Attachment III of this MOU. Subrecipient shall keep and upon request make available to BGM, books, documents, financial statements, invoices, bills, purchase orders, purchase vouchers, payrolls and other records (including, without limitation, computer files) recording all net costs, all direct and indirect costs of labor, materials, equipment, supplies and services, and all other costs and expenses, of any nature whatsoever, for which reimbursement is or may be claimed under the provisions of this MOU.

**B. Records.** Subrecipient shall keep and upon request make available to BGM, books,

documents and other records (including, without limitation, computer files), recording any and all contracts, transactions, activities, claims, disputes, lawsuits, and correspondence pertaining or relating in any way to this MOU.

**C. Availability of Records.** HUD and BGM, and the authorized representatives of each, shall have the right of access, upon request, to any and all books, documents and other records of the Subrecipient pertaining to or relating in any way to this MOU. At any time during the MOU year, HUD and BGM, and the authorized representatives of each, shall have the right to conduct any audit(s) or other examination(s) (including, without limitation, examinations conducted during any monitoring visits) of Subrecipient's activities and records as those agencies, or either of them, deem appropriate. HUD and BGM, and the authorized representatives of each, shall have the right to copy, transcribe and to reproduce for their own use any books, documents and other records of the Subrecipient.

**D. Duration of Records.** The Subrecipient shall preserve and make available to HUD and/or BGM staff its books, documents and other records (including without limitation, computer files) pertaining to or relating in any way to this MOU, for a period of four years after final payment under this MOU or for such longer period, if any, as is required by applicable statute, by any clause of this MOU, or by (1) or (2) below.

1. If this MOU is completely or partially terminated, the records relating to the work terminated shall be preserved and made available until expiration of four years from the date of the resulting final settlement.
2. Records that relate to (i) appeals under the "Disputes" clause of this MOU, (ii) litigation or the settlement of claims arising out of the performance of this MOU, (iii) cost and expenses of this MOU as to which exception has been taken by HUD or any of its authorized representatives, or by BGM or its authorized representatives, shall be retained by the Subrecipient until such appeals, litigation, claims, or exceptions have been disposed of.

**E. Subcontracts.** The Subrecipient shall include in each of its subcontracts hereunder, a provision to the effect that the subcontractor agrees that HUD or any of its authorized representatives, and BGM or any of its authorized representatives, shall, until the expiration of four years after final payment under the MOU, have the right to examine any books, documents, and records of such subcontractor that pertain or relate to, the subcontract. The term "subcontractor" as used in this paragraph only excludes (i) purchase orders not exceeding \$2,500 and (ii) subcontracts or purchase of public utility services with rates established for uniform applicability to the general public.

### **XIII. DISPUTES**

Except as otherwise provided in this MOU, any dispute arising under this MOU which is not disposed of by agreement shall be decided by the Director of BGM, who shall reduce his

decision to writing and furnish a copy thereof to the City Manager and the Subrecipient. The decision of the BGM Director shall be final and conclusive unless, within ten days from the date of receipt of such copy, the Subrecipient furnishes to the City Manager a written appeal.

The decision of the City Manager or his duly authorized representative for the determination of such appeals shall promptly be hand delivered or sent by certified mail to the Subrecipient, and such decision shall be final and conclusive unless appealed to a court of competent jurisdiction within 30 days of receipt of the City Manager's decision and determined by that court to have been fraudulent or arbitrary.

In connection with any appeal proceeding under this clause, the Subrecipient shall be afforded an opportunity to be heard, to be represented by counsel at its own expense, if it so desires, and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Subrecipient shall proceed diligently with the performance of the MOU and in accordance with the decision of the BGM Director.

#### **XIV. TERMINATION FOR CAUSE OR CONVENIENCE**

**A. Termination for Cause by BGM.** If the Subrecipient fails to fulfill its obligations and promises under the MOU, or if it violates any of the covenants, agreements, or stipulations of this MOU, BGM shall thereupon have the right to terminate this MOU by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least 30 days before the effective day of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared or obtained by the Subrecipient in relation to this MOU shall become the property of BGM.

Notwithstanding the above, the Subrecipient shall not be relieved of liability to BGM for any damages sustained by BGM by virtue of any breach of the MOU by the Subrecipient, or for money received but not earned and BGM may withhold any payments to the Subrecipient and retain them for the purpose of setoff to the extent of the amount due to BGM from the Subrecipient.

#### **B. Termination for Convenience.**

**1. By Subrecipient.** The Subrecipient may terminate this MOU at any time, with or without cause, for any or for no reason, by giving written notice to BGM of such termination and specifying the effective date thereof, at least 90 days before the effective date of such termination. In that event, all finished or unfinished documents and other materials relating to this MOU shall become the property of BGM.

**2. By BGM.** BGM may terminate this MOU at any time for any reason and without cause, by giving 60 days' advance written notice to the Subrecipient of such termination. If the MOU is terminated by BGM as provided herein the Subrecipient will be paid an amount representative

of the time the Subrecipient has actually performed under this MOU. In addition, in the event that the funds are not available, or are not appropriated, to support BGM's obligations under this MOU, then BGM may terminate this MOU by providing written notice to the Subrecipient within a reasonable time after the unavailable or non-appropriation of funds is effected.

## **XV. SPECIAL PROVISIONS**

**A. Non-Discrimination.** During the performance of this MOU, the Subrecipient agrees that it will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Subrecipient. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Also, the Subrecipient, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, will state that it is an equal opportunity employer.

**B. Safe Workplace.** During the performance of this MOU the Subrecipient agrees as follows: (1) to provide a drug-free workplace for the Subrecipient's employees; (2) to post in conspicuous places available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and (3) state in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient that the Subrecipient maintains a drug-free workplace. For the purposes of this paragraph, "drug-free workplace" means a site for the performance of work done in connection with the MOU awarded to a Subrecipient in accordance with this procurement transaction, where the Subrecipient's employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the MOU.

**C. Notices.** Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

**D. Subcontractors.** The Subrecipient will include the provisions of the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor.

## **XVI. WORKER'S COMPENSATION**

Subrecipient shall not allow any subcontractor to perform any work on a construction project in connection with this MOU unless the subcontractor has obtained, and continues to maintain

for the duration of such work, such worker's compensation coverage as required by law. Subrecipient shall include the provisions of this paragraph within each of its subcontracts, so as to bind each subcontractor.

## **XVII. PUBLIC DISCLOSURE OF MOU DOCUMENTS**

Subrecipient acknowledges and understands that this MOU, and all related public proceedings and records, shall be open to public inspection in accordance with the Virginia Freedom of Information Act (Va. Code § 2.2-3700 et seq.) and the Virginia Public Procurement Act (Va. Code § 2.2-4300 et seq.) to the extent that either of those laws applies.

## **XVIII. CONTACT PERSONS**

BGM's designated representative to receive all communications, claims and correspondence regarding this MOU is **Anthony Warn, Grants Analyst, Office of Budget & Grants Management**. All communications, claims and correspondence shall be sent to BGM's representative via email to [warna@charlottesville.gov](mailto:warna@charlottesville.gov); original copies may also be sent via mail to the following address: The Office of Budget & Grants Management, P.O. Box 911, Charlottesville, VA 22902. Subrecipient's designated representative to receive all communications, claims and correspondence regarding this MOU is **Steven Hicks, Director, Department of Public Works**. All communications, claims and correspondence shall be sent to Subrecipient's representative via email to [hickss@charlottesville.gov](mailto:hickss@charlottesville.gov) and/or via mail to the following address: Department of Public Works, City of Charlottesville, Charlottesville, VA 22902.

## **XIX. SEVERABILITY**

In the event that any term, provision or condition of this MOU shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this MOU shall not be affected thereby.

## **XX. NO WAIVER OF RIGHTS**

No failure on the part of BGM to enforce any of the terms or conditions set forth in this MOU shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by BGM of any default or failure to perform by Subrecipient shall be construed as or deemed to be a waiver of any other and/or subsequent default or failure to perform. The acceptance or payment of any rentals, fees and/or charges by BGM, and/or the performance of all or any part of this MOU by BGM, for or during any period(s) following a default or failure to perform by the Subrecipient, shall not be construed as or deemed to be a waiver by BGM of any rights hereunder, including, without limitation, BGM's right to terminate this MOU.

## **XXI. INDEPENDENT CONTRACTOR**

Neither the Subrecipient, nor its agents, employees, assignees or subcontractors shall be deemed employees or agents of BGM by virtue of any services performed pursuant to this MOU or the contractual relationship established hereby. The Subrecipient shall have sole responsibility for its staff, including their work, personal conduct, directions and compensation.

## **XXII. MODIFICATION**

This MOU may be modified by the parties during performance, but no modification shall be valid or enforceable unless in writing and signed by each of the parties hereto in the same manner and with the same formality as this MOU.

## **XXIII. GOVERNING LAW**

This MOU shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. All litigation arising out of this MOU shall be commenced and prosecuted in the federal, state or local court(s) having jurisdiction within Charlottesville, Virginia.

## **XXIV. ENTIRE MOU**

This MOU represents the entire agreement between the parties, and there are no other MOUs or understandings between the parties, either verbal or written, which have not been incorporated herein.

This MOU shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

**IN WITNESS THEREOF**, the parties hereto have executed or caused to be executed by their duly authorized officials this MOU for the CDBG-funded **Public Works 2025-26 Pollocks Branch Trail Bridge (PY24+ Extended)** program which shall be deemed an original and effective on the date of the last signature below.

**FOR THE  
CITY OF CHARLOTTESVILLE:**

**FOR THE  
DEPARTMENT OF PUBLIC WORKS:**

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

By: Sam Sanders  
*(Print Name)*

By: Steven Hicks  
*(Print Name)*

Title: City Manager

Title: Director, Department of Public Works

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

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

Funds Available:

\_\_\_\_\_  
*(Finance Department)*

Approved as to Form:

\_\_\_\_\_  
*(Office of the City Attorney)*

**ATTACHMENTS:**

- Scope of Work Agreement
- Budget
- Financial Management Procedures *(Included as attachments)*
- Federal Regulations *(Included as attachments)*

## **ATTACHMENT III**

### **Guidelines for Financial Management of HUD-Funded Activities**

To comply with federal regulations, each program must have a financial management system that provides accurate, current and complete disclosure of the financial status of the activity. This means the financial system must be capable of generating regular financial status reports which indicate the dollar amount allocated for each activity (including any budget revisions), the amount obligated (i.e., for which MOU exists), and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. BGM must be able to isolate and to trace every CDBG and/or HOME program dollar received and prove where it went and for what it was used.

Accounting records must be supported by source documentation. Invoices, bills of lading, purchase vouchers, payrolls and the like must be secured and retained for four years in order to show for what purpose funds were spent. Payments should not be made without invoices and vouchers physically in hand. All vouchers/invoices should be on vendors' letterhead.

All employees paid in whole or in part from CDBG funds should prepare a time sheet indicating the hours worked on CDBG Work Programs for each pay period. Based on these time sheets and the hourly payroll costs for each employee, a voucher statement indicating the distribution of payroll charges should be prepared and placed in the appropriate files.

BGM is responsible for reviewing and certifying the financial management system of any operating agency which is not a City department or bureau, in order to determine whether or not it meets all of the above requirements. If the agency's system does not meet these requirements and modifications are not possible, BGM must administer the CDBG funds for the operating agency.

Financial records are to be retained for a period of four years, with access guaranteed to HUD or Treasury officials or their representative.

One copy of the vendors' audited financial statement shall be submitted to BGM immediately following the end of the vendors' fiscal year(s) during which CDBG funds are received.

Payment to Subrecipients will be on a reimbursement basis to be submitted to:

Office of Budget & Grants Management  
City of Charlottesville  
P.O. Box 911  
Charlottesville, VA 22902

Requests are to be submitted on Subrecipient's letterhead in a format consistent with the budget attachment, including an analysis of expenses to budget. A cash advance may be available upon special request at the sole discretion of BGM staff.

## **ATTACHMENT IV Federal Regulations**

### **I. Compliance with Section 109 of the Housing and Community Development Act of 1974**

The work to be performed under this MOU is subject to the requirements of Section 109 of the Housing and Community Development Act of 1974 (“Section 109”), which requires that no person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance made available pursuant to the Act. Section 109 also directs that the prohibitions against discrimination on the basis of age under the Age Discrimination Act and the prohibitions against discrimination on the basis of disability under Section 504 shall apply to programs or activities receiving Federal financial assistance under Title I programs.

### **II. Compliance with the Equal Opportunity Provisions of Executive Order No. 11246**

In carrying out the MOU, the Subrecipient or Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, or national origin. The Subrecipient or Provider shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, handicap or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient or Provider shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Subrecipient or Provider shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, handicap or national origin.

### **III. Compliance with Housing and Urban Development Act of 1968, Section 3 (24 CFR 135.38)**

A. The work to be performed under this MOU is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (“Section 3”). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this MOU agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this MOU, the parties to this MOU certify that they are under no contractual or other impediment that would prevent them from

complying with the part 135 regulations.

C. The Subrecipient or Provider agrees to send to each labor organization or representative of workers with which the Subrecipient or Provider has a collective bargaining MOU or other understanding, if any, a notice advising the labor organization or workers' representative of the Subrecipient or Provider's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The Subrecipient or Provider agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Subrecipient or Provider will not subcontract with any subcontractor where the Subrecipient or Provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The Subrecipient or Provider will certify that any vacant employment positions, including training positions, that are filled (1) after the Subrecipient or Provider is selected but before the MOU is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Subrecipient or Provider's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this MOU for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) ("Section 7(b)") also applies to the work to be performed under this MOU. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this MOU that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

#### **IV. Conflict of Interest**

No member of the governing body, or employee of the City of Charlottesville, Virginia, or its

designees or agents, and no other public official of such locality who exercises any functions or responsibilities with respect to the Community Development Block Grant Program, during their tenure or for one year thereafter, shall have any interest, direct or indirect, in this MOU, or any subcontract, or the proceeds thereof.

#### V. Compliance with Lead-Based Paint Regulations

All construction, rehabilitation, or modernization of residential structures provided under this MOU shall comply with the provisions of the Lead-Based Paint Poisoning Prevention Act (84 Stat. 2080; 42 USC 4841(3)) and the regulations thereunder (24 CFR Part 35). The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 482-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at part 35, subparts A, B, J, K, and R of this part cover activities under this MOU, as applicable.

#### VI. Compliance with Section 504 of the Rehabilitation Act of 1973 (amended 1978, 1986)

The work to be performed under this MOU is subject to the requirement of Section 504 of the Rehabilitation Act of 1973, as amended, which states that: "No other qualified handicapped individual in the United States ... shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or under any program or activity conducted by any Executive agency."

#### VII. Certification Regarding Government-wide Restriction on Lobbying (Title 31 U.C.S., Section 1352)

The Subrecipient or Provider certifies, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative MOU, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.
- iii. The Subrecipient or Provider shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that

all subrecipients shall certify and disclose accordingly.

- iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## V. Other Guidance

Compliance with all applicable federal law is required, including, without limitation:

- 24 CFR 85.36
- 24 CFR 570.200 (j)
- 24 CFR 570.530 (a)(8)
- 24 CFR 570.603 (Labor standards)
- 24 CFR 570.604 (Environmental standards)
- 24 CFR 570.605 (National Flood Insurance Program)
- 24 CFR 570.606 (Displacement, relocation, acquisition and replacement of housing)
- 24 CFR 570.607 (Employment and contracting opportunities)
- 24 CFR 570.609 (Use of debarred, suspended or ineligible contractors or subrecipients)
- 24 CFR 570.610 (Uniform administrative requirements and cost principles)
- 24 CFR 570.613 (Eligibility restrictions for certain resident aliens)
- 24 CFR 570.614 (Architectural Barriers Act and the Americans with Disabilities Act)
- OMB Circulars A-87, A-110, and A-128 n2 (implemented at 24 CFR part 44), as applicable, as they relate to the acceptance and use of Federal funds under this part.
- Public Law 88-352 (Title VI of the Civil Rights Act of 1964 and 24 CFR part 1.
- Public Law 90-284 (Fair Housing Act)
- Executive Order 11063, as amended by Executive Order 12259 (Equal Opportunity in Housing), and implementing regulations in 24 CFR part 107.
- Executive Order 12372 (Intergovernmental Review of Federal Programs) and implementing regulations at 24 CFR part 52.

**NOTICE:** This Attachment identifies some applicable federal laws and regulations; however, this is not a representation or, agreement of the City, that no other federal laws or regulations apply to this MOU. Subrecipient shall be responsible for compliance with all applicable federal laws and regulations, whether or not such laws or regulations have been referenced in this MOU or its attachments.