

## **MEMORANDUM OF UNDERSTANDING 2025 CLIMATE PROTECTION PROGRAM SUPPORT**

This Memorandum of Understanding (“MOU”) is made by and among the City of Charlottesville, Virginia and the Local Energy Alliance Program.

**Whereas**, the City of Charlottesville, Virginia, (hereafter, the City) wishes to increase energy performance of Charlottesville homes and non-residential buildings, and to reduce the greenhouse gas associated with community-wide energy use;

**Whereas**, the Local Energy Alliance Program (hereafter, LEAP) wishes to serve our local community to conserve energy in existing buildings, to promote cost savings, job creation, sustainability, local economic development, and environmental stewardship;

**Whereas**, LEAP wishes to provide access to expertise and action steps for energy efficiency and renewable energy implementation; and

**Whereas**, the parties agree that the intended use and release of City funds should be authorized in a mutually agreed fashion, in furtherance of these shared goals;

**Now, Therefore**, the City and LEAP jointly agree that upon execution of this MOU, LEAP will be granted an amount of One Hundred Twenty-Five Thousand Three Hundred and Fifty dollars (\$125,350), the source of which is already appropriated funds in Fund 631, Cost Center 2711001000, for the purpose of providing 2025 Climate Protection Program support focused on providing access to expertise and action steps for improved energy performance and making the energy efficiency actions process streamlined, easy to understand, and financially attractive, affordable, and accessible.

The parties agree to the terms and conditions of this MOU as set forth below:

1. Term of MOU: Unless terminated earlier, the term of this MOU shall be one (1) year, beginning on the date of execution and ending 12 months later, or for such longer period as the parties agree to, in writing.
2. Use of Funds: The parties agree that funds may be used only for the purposes outlined in the 2025 Climate Protection Program Support Proposal, attached hereto and incorporated as if set forth fully herein.
3. Program Parameters: Upon receipt of the grant funding, LEAP agrees to provide program support to promote energy performance improvements according to the LEAP 2025 Climate Protection Program Support Proposal.
4. Program Progress Reports and Meetings: LEAP will provide an interim progress report and a final report regarding the accomplishments of the program. The parties agree to hold monthly progress meetings with representatives of both parties to ensure that pursuit of common goals is on track, using metrics outlined in the 2025 proposal. A final report will be provided to the Office of Sustainability at the completion of the program support scope. Progress updates may be provided to LEAP board members.
5. Invoicing: Upon receipt of a purchase order for the total grant amount, LEAP will submit monthly invoices reflecting progress.

6. Modification Terms: This MOU may be supplemented, modified, or amended by mutual agreement as set forth in writing.
7. Termination of MOU: This MOU may be terminated by either party for any reason with 60 days' written notice to the other party.

**In Witness Whereof**, the City of Charlottesville and the Local Energy Alliance Program have executed this MOU effective the date of the last signature below.

**CITY OF CHARLOTTESVILLE, VIRGINIA**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

*Approved as to Form:*

*Funds are Available:*

\_\_\_\_\_  
City Attorney's Office

\_\_\_\_\_  
Director of Finance

**LOCAL ENERGY ALLIANCE PROGRAM**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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