



City of Charlottesville

To be a Place Where Everyone Thrives

Office of Budget & Grants Management

CDBG Funding Agreement Internal Approvals

Program Year: **2025-26**

Name of Subrecipient: **Local Energy Alliance Program**

Name of Funded Program: **LEAP 2025-26 Solar Readiness Program**

Approved by Council: **June 17, 2024**

Council Resolution: **#R-24-084**

Amount of Grant Agreement: **\$18,576.72**

Funding Source(s): **CDBG**

SAP Account Code(s): **1900555**

Effective Date of Grant Agreement: _____

Please confirm in the space designated below that you have had the opportunity to review the above-referenced funding agreement, 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 or Taylor Harvey-Ryan at harveyryant@charlottesville.gov. Thank you.

Dept.

Reviewer / Date

OCS Grant Programs Manager

Finance

City Attorney

City Manager

(This page left blank intentionally)

RESOLUTION

Appropriating Community Development Block Grant (CDBG) Funds Anticipated from the U.S. Department of Housing and Urban Development for Program Year 2024-25, in the Approximate Amount \$438,617

WHEREAS the City of Charlottesville has been advised by the U.S. Department of Housing and Urban Development (HUD) is expected to receive an anticipated Community Development Block Grant (CDBG) allocation for the 2024-25 program year in the approximate amount of \$438,617; and

WHEREAS City Council has received recommendations for the expenditure of funds from the city’s CDBG/HOME Taskforce, as reviewed and approved by the City’s Planning Commission at a public hearing on May 14, 2024, as provided by law; and

WHEREAS appropriation resolution #R-24-061, approved by Council on June 3, 2024, approved the correct CDBG total allocation of \$438,617 but did not accurately reflect the specific amounts proposed to be awarded and therefore did not accurately reflect the full award for each approved subrecipient program; now, therefore,

BE IT RESOLVED by the City Council of Charlottesville, Virginia, that upon receipt of anticipated CDBG funding from the U.S. Department of Housing and Urban Development, said funds are hereby appropriated to the following individual expenditure accounts in the Community Development Block Grant Fund in accordance with the respective purposes set forth; provided, however, that the City Manager is hereby authorized to transfer funds between and among such individual accounts as circumstances may require, to the extent permitted by applicable federal grant regulations, as set forth below:

Economic Development Activities

<i>Fund</i>	<i>Account/Internal Order #</i>	<i>Funding Recommendation</i>	<i>Revised Award</i>
218	1900550	CIC Entrepreneur Programs	\$20,168.87
218	1900552	CRHA Economic Opportunity Program Coordinator	\$72,607.93

Housing Activities

<i>Fund</i>	<i>Account/Internal Order #</i>	<i>Funding Recommendation</i>	<i>Revised Award</i>
218	1900553	CRHA Affordable Housing Preservation at Dogwood	\$154,806.00
218	1900554	CRHA Housing Stability Program (TBRA)	\$18,941.54
218	1900555	LEAP Solar Readiness Program	\$18,576.72

Public Services Activities

<i>Fund</i>	<i>Account/Internal Order #</i>	<i>Funding Recommendation</i>	<i>Revised Award</i>
218	1900556	IRC Financial Capabilities Program	\$16,512.64
218	1900557	PACEM Shelter Transportation	\$7,998.31
218	1900558	LVCA Beginning Level Workforce Development Program	\$15,480.60
218	1900559	PHAR Resident-Involved Redevelopment	\$25,801.00

Programmatic Funds

<i>Fund</i>	<i>SAP Cost Center #</i>	<i>Funding Recommendation</i>	<i>Revised Award</i>
218	3914001000	CDBG Planning & Admin	\$87,723.40

In the event that funding received from the U.S. Department of Housing and Urban Development differs from the amounts referenced above, all appropriated amounts may be administratively increased/reduced at the same prorated percentage of change to actual funding received. No subrecipient's grant may be increased above their initial funding request without further consideration by Council.

BE IT FURTHER RESOLVED that this appropriation is conditioned upon the receipt of not less than \$438,617 in CDBG funds from the U.S. Department of Housing and Urban Development for program year 2024-25, and all subrecipient awards are also conditioned upon receipt of such funds.

BE IT FURTHER RESOLVED that the amounts appropriated above within this resolution will be provided as grants to public agencies or private non-profit, charitable organizations (individually and collectively, "subrecipients") and shall be utilized by the subrecipients solely for the purpose stated within their grant applications. The City Manager is hereby authorized to enter into agreements with each subrecipient as deemed advisable so as to ensure that the grants are expended for their intended purposes and in accordance with applicable federal and state laws and regulations. To this end, the City Manager, the Director of Finance, and public officers to whom any responsibility is delegated by the City Manager pursuant to City Code Section 2-147, are authorized to establish administrative procedures and provide for guidance and assistance in the subrecipients' execution of the funded programs.

(This page left blank intentionally)

**COMMUNITY DEVELOPMENT BLOCK GRANT
FUNDING AGREEMENT BETWEEN THE CITY OF CHARLOTTESVILLE
AND THE LOCAL ENERGY ALLIANCE PROGRAM**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING AGREEMENT BETWEEN THE CITY OF CHARLOTTESVILLE AND LOCAL ENERGY ALLIANCE PROGRAM (“Agreement”) is made and entered into this day, _____, by and between the **CITY OF CHARLOTTESVILLE, VIRGINIA**, a political and municipal corporation of the Commonwealth of Virginia (“City”), and **LOCAL ENERGY ALLIANCE PROGRAM**, a Nonprofit, (“Subrecipient);” (collectively, “Parties” ; individually, “Party”).

WITNESSETH:

WHEREAS, the City 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 2024-25 program year (“Program Year”); and

WHEREAS, the primary objective of the City’s 2024-25 CDBG Program is the development of viable urban communities, including decent housing and a suitable living environment, and the expansion of economic opportunities principally for persons of low and moderate income; and

WHEREAS, the Subrecipient is a public or private nonprofit agency, authority, or organization, which has submitted a proposal which complies with the objectives of the city’s CDBG Program and qualifies as an activity eligible for funding in that it is a new service; now

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

I. AGREEMENT DOCUMENTS

The Agreement Documents for the **LEAP 2025-26 Solar Readiness** activity shall consist of the City’s Request for Proposals (“RFP”), the proposal by the Subrecipient, this Agreement, and the following four (4) Attachments, all of which are incorporated by reference into this Agreement:

Attachment I. The Subrecipient’s goals and objectives for the funded activity, or the services or other programs to be provided (“Scope of Work”) for the time period(s) covered by this Agreement

Attachment II. A line-item budget (“Budget”) detailing the proposed use of CDBG funds

Attachment III. Guidelines for financial management of CDBG-funded activities

Attachment IV. Applicable federal regulations

Where there are any conflicts between this Agreement 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 Agreement; (2) RFP; (3) Attachment IV - Applicable federal regulations; (4) Subrecipient's proposal; and (5) Attachments I, II and III referenced above in order.

II. SCOPE OF WORK

The Subrecipient agrees to provide the **LEAP 2025-26 Solar Readiness** CDBG-funded activity and associated public services described in Attachment I. In serving the beneficiaries of this activity, the Subrecipient will coordinate its efforts with other appropriate agencies. The Subrecipient shall make no changes, alterations, or amendments to the agreed upon Scope of Work or to the agreed upon Budget, without the prior written approval of the City, and of HUD, if required.

III. FUNDING

The City agrees to make available the sum of **\$18,576.72** for use by the Subrecipient in providing public services pursuant to this Agreement during the Program Year. The payment of funds to the Subrecipient will be conditioned on the City's receipt of funds from HUD and their appropriation by City Council.

- A. Timeliness & Use of Funding Deadlines.** Invoices must be submitted for at least 65% of this Agreement, which amounts to **\$8,359.52**, must be submitted to the City on or before **July 31, 2026**. Any of the aforementioned funds not spent by the subrecipient on eligible activities prior to April 1, 2025, may be subject to reprogramming by the City to assist in meeting the HUD timeliness deadline. All funds allocated under this Agreement which are not expended by Subrecipient as of **December 31, 2026**, shall be subject to reprogramming by the City.

The method of payment to the Subrecipient shall be reimbursement of all allowable expenses upon written request accompanied by all documentation of said expenses.

IV. REPORTS AND MONITORING

A. Progress Reporting. The Subrecipient shall submit Program Quarterly Progress Updates on or before the 15th of the months of **July and October of 2026** to the City's Office of Community Solutions. The Subrecipient shall also submit no later than **January 15, 2027**, a comprehensive report ("Closeout Report") detailing how the Subrecipient has met the requirements, goals, and objectives of the Scope of Work during the Program Year. The Closeout Report shall include, at a minimum, summative performance data, including data on client comments, and identification of actual expenditures.

B. Monitoring. The City will schedule at least one (1) monitoring visit with the Subrecipient to evaluate the Program's progress and performance.

During, or, in connection with, any monitoring visits, the City shall be provided access to all Program-related books, records and other materials (including, without limitation, computer files).

V. SUBCONTRACTS

The Subrecipient shall not assign or subcontract this Agreement, or any part herein, without the prior written approval of the City. If approval is granted, any subcontract and all subcontracting procedures shall be in accordance with federal procurement standards contained in 24 CFR Part 85.36 and OMB Circular 110.

VI. REGULATIONS AND REQUIREMENTS

A. Conformity to HUD Regulations. The Subrecipient agrees to abide by guidelines set forth by the U.S. Department of Housing and Urban Development (“HUD”) for the administration and implementation of the CDBG Program, including:

- i. applicable Uniform Administrative Requirements set forth in 24 CFR 570.502; and
- ii. applicable federal laws and regulations in 24 CFR 570.600, et seq.; and
- iii. 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).

In this regard, the Subrecipient agrees that duly authorized representatives of HUD and/or the City shall have access to any books, documents, papers, and records of the Subrecipient, which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

B. Build America, Buy America Act. HUD has enacted the Build America, Buy America Act (“BABA”), which establishes that domestic content procurement preference for all infrastructure projects funded by formula grants obligated by HUD on or after November 15, 2022, shall be subject to the Buy America Preference (“BAP”). Federal financial assistance obligated for infrastructure projects (the construction, alteration, maintenance, or repair of infrastructure in the United States) awarded after November 15, 2022, shall be subject to BABA Provisions. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. (Note that BAP requirements are currently waived for projects with federal financial assistance of \$250,000 or less, but this may change as HUD revises its implementation Guidance; subrecipients are hereby advised that as recipients of federal funds they are subject to any future changes made by HUD.)

C. Conformity to City Regulations. The Subrecipient covenants and agrees to observe and abide by all reasonable rules, regulations, ordinances, and resolutions that may be promulgated from time-to-time by the City concerning the use of CDBG funds received from the City and used by the Subrecipient.

VII. PROGRAM BENEFICIARIES

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

VIII. 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 in Department of Labor Regulations.

IX. TERM/PROGRAM YEAR

Unless terminated earlier in accordance with the provisions contained herein, the term of this Agreement shall be for the period beginning **July 1, 2025**, and ending **December 31, 2026**, or for such longer period that the City and Subrecipient agree to in writing and for which CDBG funds are available and have been appropriated, including Program income.

X. INSURANCE TO BE PROVIDED BY THE SUBRECIPIENT

The Subrecipient must, prior to the date of execution of this Agreement, file with the City certificates or policies of worker's compensation, public liability, automobile liability (including non-ownership and hired vehicles) and property damage insurance satisfactory to the City and in compliance with the law, and in form and amount sufficient to protect the City. Each certificate or policy shall carry the provision that the insurance shall not be canceled or reduced, terminate, lapse, or otherwise expire prior to thirty (30) days written notice to that effect given by the insurance carrier to the City.

All insurance required by this Paragraph of the Agreement shall remain in full force and effect for the entire Program Year, and **THE CITY SHALL BE NAMED AS AN ADDITIONAL INSURED PARTY BY ENDORSEMENT UNDER SUCH INSURANCE CONTRACTS¹**. The certificate or policy shall also contain a stipulation that the insurance carrier will not invoke the defense of performance of a governmental function by the Subrecipient in performing this Agreement.

Subrecipient may not, and shall not, perform any work or services under this Agreement during any period of time in which the Required Insurance is not in effect. Subrecipient's failure to comply with the requirements of this section shall constitute a material breach of this Agreement entitling the City to terminate this Agreement without notice to Subrecipient and without penalty to the City.

This Agreement shall not be binding on the City until a satisfactory certificate of insurance has been filed with the City and approved by the City Attorney as to form and sufficiency.

The Minimum Limits of Liability Coverage shall be as follows:

1. Comprehensive General Liability, including premises and Operations, Elevator Liability; Protective Liability, Products Liability including completed Operations Coverage; and Contractual Liability, for this

¹ When generating Certificates of Insurance ("COI") for use in the agreement, insurers are to include within the 'Description of Operations' field this language: **"The City of Charlottesville, Virginia, is an additional insured as respects to signed & executed contract. In addition, the insurance carrier stipulates that it will not invoke performance of a governmental function by the insured in performing this Agreement as a defense of a claim or claims."**

Agreement.

Limits: \$1,000,000/\$2,000,000

(per occurrence/annual aggregate)

2. Comprehensive Automobile Liability, including all owned Automobiles; Non-Owned Automobiles; Hired Car Coverage (if applicable).

Limits: \$500,000/\$1,000,000

(per occurrence/annual aggregate)

3. Workers' Compensation, including Employer's Liability.

Limits: Statutory

Employers Liability: \$100,000

XI. INDEMNIFICATION

To the extent allowed by Virginia law, Subrecipient hereby assumes, and shall defend, indemnify and save the City harmless from and against any and all liability loss, claim, suit, damage, charge, or expense, which the City may suffer, sustain, incur, or in any way be subjected to, on account of death of or injury to any person (including, without limitation, City officers, agents, employees, licensees, and invitees) and for damage to, loss of, and destruction of any property whatsoever, which arises out of, results from, or is in any way connected with actions taken by the Subrecipient in the performance of its obligations under this Agreement, or which occurs as a consequence of any negligence, omission, or misconduct of the Subrecipient and any of Subrecipient's subcontractors, agents, or employees in the performance of Subrecipient's obligations under this Agreement.

XII. PROGRAM INCOME AND REVERSION OF ASSETS

Any "program income," as defined by HUD regulations, gained from any CDBG-funded activity of the Subrecipient shall be returned to the City.

Within thirty (30) days of the expiration or earliest termination of this Agreement, the Subrecipient shall transfer to the City 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).

XIII. RELIGIOUS ORGANIZATIONS OR OWNED PROPERTY

The City does not discriminate against faith-based organizations in accordance with Virginia Code § 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 the City and provided that Subrecipient adheres to the requirements set forth in 24 CFR 570.200(j).

XIV. RECORD KEEPING

A. Guidelines for Financial Management. Subrecipient shall comply, at all times, with the Guidelines for Financial Management set forth in Attachment III of this Agreement. Subrecipient shall keep, and upon request Subrecipient shall make available to the City, 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 Agreement.

B. Availability of Records. Subrecipient shall keep, and upon request Subrecipient shall make available to the City, books, documents, and other records, including, without limitation, computer files, recordings and any and all contracts, transactions, activities, claims, disputes, lawsuits, and correspondence pertaining or relating in any way to this Agreement.

C. Access to Records. HUD and the City, 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 Agreement. At any time during the Program Year HUD and the City, 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 the City, 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. Records Retention. The Subrecipient shall preserve and make available to HUD and the City, its books, documents, and other records (including without limitation, computer files) pertaining to or relating in any way to this Agreement, for a period of four years after final payment under this Agreement or for such longer period, if any, as is required by applicable statute, by any clause of this Agreement, or by (1) or (2) below.

1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available until expiration of four (4) years from the date of the resulting final settlement.
2. Records which relate to (i) appeals under the "Disputes" clause of this Agreement, (ii) litigation or the settlement of claims arising out of the performance of this Agreement, (iii) cost and expenses of this Agreement as to which exception has been taken by the Auditor of HUD, or any of its authorized representatives, or by the City, 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 the Auditor of HUD, or any of its authorized representatives, and the City, or any of its authorized representatives, shall, until the expiration of four (4) years after final payment under the Agreement, 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.

XV. DISPUTES

Except as otherwise provided in this Agreement, any dispute arising under this Agreement, which is not disposed of by agreement shall be decided by the Director of the Office of Community Solutions, who shall reduce his decision to writing and furnish a copy thereof to the City Manager and the Subrecipient. The decision of the Director the Office of Community Solutions shall be final and conclusive unless, within ten (10) 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 thirty (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 Agreement and in accordance with the decision of the Director of the Office of Community Solutions.

XVI. TERMINATION FOR CAUSE OR CONVENIENCE

A. Termination for Cause by City. If the Subrecipient shall fail to fulfill its obligations and promises under the Agreement, or if it shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (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 shall become the property of the City.

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

B. Termination for Convenience.

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

2. By City. The City may terminate this Agreement at any time for any reason and without cause, by giving sixty (60) days advance written notice to the Subrecipient of such termination. If the Agreement is terminated by the City, as provided herein, the Subrecipient will be paid an amount representative of the time the Subrecipient has actually performed under this Agreement. In addition, in the event that funds are not available, or are not appropriated, to support the City's obligations under this Agreement, then the City may terminate this Agreement by providing written notice to the Subrecipient within a reasonable time after the unavailable or non-appropriation of funds is affected.

XVII. SPECIAL PROVISIONS

A. Non-Discrimination. During the performance of this Agreement, 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.

1. During the performance of this Agreement 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 Agreement 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 Agreement.
2. 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.
3. 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.

XVIII. WORKER'S COMPENSATION

Subrecipient shall not allow any subcontractor to perform any work on a construction project, in connection with this Agreement, unless the subcontractor has obtained, and continues to maintain for the duration of such work, such worker's compensation coverage as may be required pursuant to the provisions of Chapter 8 (§ 65.2-800 *et seq.*) of Title 65.2 of the Code of Virginia, 1950, as amended. Subrecipient shall include the provisions of this paragraph within each of its subcontracts, to bind each subcontractor.

XIX. PUBLIC DISCLOSURE OF AGREEMENT DOCUMENTS

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

XX. CONTACT PERSONS

The City's designated representative to receive all communications, claims and correspondence regarding this Agreement is: **Anthony Warn, City of Charlottesville**, or successor. All communications, claims and correspondence shall be sent to the City's representative at the following address: CDBG Program c/o The City of Charlottesville, P.O. Box 911, Charlottesville, Virginia 22902. Subrecipient's designated representative(s) to receive all communications, claims, and correspondence regarding this Agreement is/are: **Katie VanLangen and/or Wilson Ratliff, Co-Executive Directors**, or successor. All communications, claims, and correspondence shall be sent via email to Subrecipient's representative at the following addresses: katiev@leap-va.org and wilson@leap-va.org.

XXI. SEVERABILITY

In the event that any term, provision, or condition of this Agreement, or the application thereof to any person or circumstances, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement, and the application of any term, provision or condition contained herein to any person or circumstances other than those to which it has been held invalid or unenforceable, shall not be affected thereby.

XXII. INTERPRETATION OF PROVISIONS

In the event of any conflict, discrepancy, or inconsistency between this document and any other documents which have been incorporated into this document by reference or made exhibits or attachments hereto, then the provisions set forth within the body of this document shall govern the parties' agreement.

XXIII. HEADINGS

Section, article, and paragraph headings contained within this Agreement have been inserted only as a matter of convenience and for reference, and they in no way define, limit, or describe the scope or intent of any term, condition or provision of this Agreement.

XXIV. NO WAIVER OF RIGHTS

No failure on the part of the City to enforce any of the terms or conditions set forth in this Agreement shall be construed as or deemed to be a waiver of the right to enforce such terms or conditions. No waiver by the City 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 the City, and/or the performance of all or any part of this Agreement by the City, 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 the City of any rights hereunder, including, without limitation, the City’s right to terminate this Agreement.

XXV. INDEPENDENT CONTRACTOR

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

XXVI. MODIFICATION

This Agreement 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 Agreement.

XXVII. GOVERNING LAW

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

XXVIII. ENTIRE AGREEMENT

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

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

[The remainder of this page left intentionally blank; Signature page follows]

IN WITNESS THEREOF, the Parties hereto have executed or caused to be executed by their duly authorized officials this Agreement for the **LEAP 2025-26 Solar Readiness** activity which shall be deemed an original on the date first above written.

CITY OF CHARLOTTESVILLE, VIRGINIA:

LOCAL ENERGY ALLIANCE PROGRAM:

(Signature)

(Signature)

Date: _____

Date: _____

By: _____
(Print Name)

By: _____
(Print Name)

Title: _____

Title: _____

Funds Available:

(Finance Department)

(Date)

Approved as to Form:

(Office of the City Attorney)

(Date)

ATTACHMENTS

1. Scope of Work *(Provided by Subrecipient)*
2. Budget *(Provided by Subrecipient)*
3. Financial Management Procedures *(Included as attachments)*
4. Federal Regulations *(Included as attachments)*

ATTACHMENT III
Guidelines For Financial Management of CDBG-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 Agreement exists), and the amount expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. The City must be able to isolate and to trace every 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 (4) years to show for what purpose(s) 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 funds should prepare a time sheet indicating the hours worked on funded 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.

The City is responsible for reviewing and certifying the financial management system of any operating agency, which is not a City department or bureau, 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, the City must administer the 2024-25 funds for the operating agency.

Financial records are to be retained for a period of four (4) years, with access guaranteed to HUD or Treasury officials or their representative.

One (1) copy of the vendors' audited financial statement shall be submitted to the City immediately following the end of the vendors' fiscal year(s) during which funds are received.

Payment to Subrecipients will be on a reimbursement basis to be submitted to the program staff contact named above and/or submitted as designated by the supervising program staff, or in writing to:

City of Charlottesville, Virginia
c/o Office of Budget & Grants Management
P.O. Box 911
Charlottesville, Virginia 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.

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 Agreement 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 grounds 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 Agreement, 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 Agreement 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 Agreement agree to comply with HUD’s regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement 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 agreement 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 Agreement 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 Agreement 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 Agreement. 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 Agreement 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, 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 his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Agreement, 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 Agreement 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 Agreement, as applicable.

VI. Compliance with Section 540 of the Rehabilitation Act of 1973 (amended 1978, 1986)

The work to be performed under this Agreement 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 agreement, 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.

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.

VIII. Other

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.
- 86 Fed Reg 30779 (Requesting Affirmatively Furthering Fair Housing Definitions and Certifications)
- 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 Agreement. 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 Agreement or its attachments.