



**Town of Berryville
2023 Housing Assistance Grant**

**Call for Applications
November 29, 2022**

The Town of Berryville American Rescue Plan Act of 2021 Implementation Plan provides for a forty-thousand-dollar (\$40,000) grant to a non-profit organization(s) that will deliver housing assistance to low-income homeowners. The selected subgrantee(s) will utilize this funding to improve owner-occupied housing for low-income homeowners in the Town of Berryville.

The Town will receive applications from non-profit organizations to fulfil the above-referenced housing improvement mission until 12:00 p.m. (ET) on January 10, 2023.

Specific questions and requests for clarification from potential applicants must be received by the Town by 12:00 p.m. (ET) December 12, 2022. Said questions and requests must be sent to Paul Culp, Town Clerk at townclerk@berryvilleva.gov. The Town will post responses to the questions and requests on its website (www.berryvilleva.gov) by 12:00 p.m. (ET) on December 20, 2022.

To be considered for award of grant funds, organizations must submit one original and two copies of a completed grant application and budget sheet to the Town by either of the following methods:

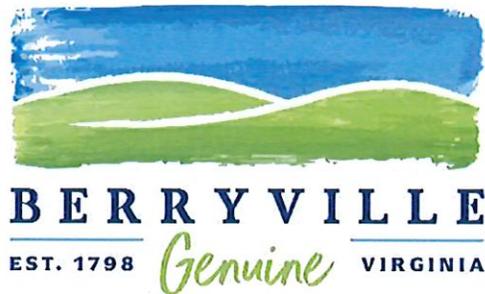
- 1) mail to: Town of Berryville, Attention: Paul Culp, Town Clerk, 101 Chalmers Court, Suite A, Berryville, VA 22611, or
- 2) hand-deliver to: Town of Berryville Business Office, 101 Chalmers Court, Suite A, Berryville, VA 22611, Attention: Paul Culp, Town Clerk

Attachments, brochures, or other relevant materials may be included as part of the application packet (all attachments must be 8.5" x 11" in size).

All required materials must be submitted before the submission deadline (12:00 p.m. (ET) on January 10, 2023) in order for an application to be considered.

Attachments

- Grant details.
- Application, proposal details, 2023 Budget Overview / Income and Expenses, and Certification and Acknowledgement.
- Subgrantee agreement.



Town of Berryville 2023 Housing Assistance Grant

Grant Details November 29, 2022

Overview

The Town of Berryville American Rescue Plan Act of 2021 Implementation Plan provides for a forty-thousand-dollar (\$40,000) grant to a non-profit organization(s) that will deliver housing improvement assistance to low-income homeowners.

The selected subgrantee will utilize this funding to improve owner-occupied housing for low-income homeowners in the Town of Berryville. Funds may be used to make the following necessary improvements to qualifying dwellings:

- Improve handicap accessibility into and within a dwelling.
- Improve sanitation (e.g., cleaning or clearing of unsanitary conditions and installation of toilet, sink, water heater, or bath improvements).
- Repair or replace roofing and gutters.
- Provide weatherization improvements. Note: may include replacement or repair of HVAC systems.
- Repair or replace windows and doors.

Funds may also be used to make the following necessary improvements to the property on which a qualifying dwelling is located:

- Site grading and drainage improvement to divert storm water away from dwelling's foundation.
- Property cleanup to eliminate health hazards or to comply with property maintenance requirement of the Commonwealth of Virginia or Town of Berryville.

The Town desires and intends for selected subgrantee to assist at least three low-income homeowners with awarded funds.

The Town desires and intends to award the grant to one non-profit organization, but it reserves the right to make multiple awards. If multiple awards are made, then the aggregate of said awards would not exceed forty thousand dollars (\$40,000). If multiple awards are approved by the Town, then the successful applicants would be required to submit revised project budget overviews and scopes prior to award.

The Town reserves the right to withdraw or amend this grant application process, including its schedule, at any time without prior notice.

Low-income homeowners defined

The term "low-income homeowner(s)" is defined as:

A person or persons who owns, maintains, and occupies a true, fixed, and permanent residence in a dwelling and whose household income does not exceed the applicable maximum household income threshold listed below:

People Residing in Household*	Maximum Allowable Household Income**
1	\$ 59,820
2	\$ 68,340
3	\$ 76,860
4	\$ 85,380
5	\$ 92,220
6	\$ 99,060
7	\$105,900
8 or more	\$118,800

* Permanent residents.

** Total gross income of all wage-earners over the age of 18 residing in dwelling.

Source: VHDA Median Income for FY 2022

Schedule

- Grant announcement and call for applications: November 29, 2022
12:00 p.m. (ET)
- Deadline for submission of questions and requests for clarification: December 12, 2022
12:00 p.m. (ET)
- Posting of Town's responses to questions and requests for clarification: December 20, 2022
12:00 p.m. (ET)
- Deadline for grant submission: January 10, 2023
12:00 p.m. (ET)
- Grants awarded by: February 16, 2023
12:00 p.m. (ET)
- Grant funds disbursed (no later than): February 23, 2023
12:00 p.m. (ET)
- Deadline for eligible work to be completed: October 31, 2023
- Deadline for required reporting/documentation to be submitted to the Town: November 30, 2023
12:00 p.m. (ET)

Grant Award Process

- Submissions reviewed and ranked by staff working group. Working group selects organization or organizations to which grant funds will be awarded.

- Town staff and representatives of selected organization(s) tasked with finalizing grant details, including completion of subgrantee agreement.
- Town Manager authorizes release of funds.

Grant Review Criteria

- Proposal to efficiently and effectively expend grant funds (review will include examination of amount of grant funds that will be expended for administrative functions). 50 points
- Demonstrated success providing housing-related assistance to low-income homeowners. 30 points
- Demonstrated success delivering assistance to residents of Clarke County or the Northern Shenandoah Valley region. 20 points

Document Retention

Subgrantee will retain documents related their expenditure of grant funds. Such documents include, but are not limited to:

- Outreach efforts to low-income homeowners in Berryville.
- Applications for assistance received.
- Agreements with low-income homeowners who will receive assistance.
- Contracts with contractors and suppliers.
- Invoices for services and supplies.
- Evidence of payment of invoices for services and supplies and mechanic's lien releases.
- Inspection reports/approvals.
- Records related to any overhead and administrative costs charged to grant funds.

NOTE: Certain exterior improvements to structures within the Berryville Historic District and the Historic Access Corridor Overlay Zoning District require review and approval prior to work being commenced. Subgrantee is responsible for obtaining architectural review approvals as a part of the building (Clarke County Building Department) and zoning permit (Town of Berryville Community Development Department) process.



**American Rescue Plan Act (ARPA)
Housing Assistance Funding for Non-profit Organizations
Grant Application**

Submission Deadline: January 10, 2023, 12:00 p.m. (ET)

To be considered for award of grant funds, organizations must submit one original and two copies of a completed grant application and budget sheet to the Town by either of the following methods:

- 1) mail to: Town of Berryville, Attention: Paul Culp, Town Clerk, 101 Chalmers Court, Suite A Berryville, VA 22611, or
- 2) hand-deliver to: Town of Berryville Business Office, 101 Chalmers Court, Suite A, Berryville, VA 22611, Attention: Paul Culp, Town Clerk

Attachments, brochures, or other relevant materials may be included as part of the application packet (all attachments must be 8.5" x 11" in size).

All required materials must be submitted before the submission deadline in order for an application to be considered.

General Information

1. Organization's name: _____
2. Organization's mailing address: _____
3. Organization's website address: _____
4. Organization's Federal Tax Identification Number: _____
5. Organization's DUNS number: _____
6. Primary contact person (name/title): _____
7. Primary contact person's phone number: _____
8. Primary contact person's email address: _____
9. Organization's mission statement/purpose: _____

Proposal Overview (must match Budget Overview Sheet)

Funds Requested	Total Project Cost	Organization's Current Total Budget
\$	\$	\$

Proposal Details
(Please limit to 1,200 words)

1. Program/Project Approach – Please include the following details, as applicable:
 - a. Describe the program/project for which organization is requesting funds.
 - b. Describe the identified need for organization’s program/project.
 - c. Identify any other organizations in Berryville/Clarke County that address this need.
 - d. Describe the expected level of collaboration with other organizations/agencies on this project.
 - e. Describe whether this is a new, established, or modified program.
 - f. Enumerate the specific improvements for which grant funds will be used.
 - g. Describe in general who will benefit from this program and how.
 - h. Describe in detail how qualified home-owners will be identified.
 - i. Describe the measures that will be taken to secure and safeguard applicant/recipient information.
 - j. Describe how many households are expected to be assisted if requested funding is granted.
 - k. For established programs: Describe how many people were served during the previous program year, whether any of these people were from the Town of Berryville, and the measurable effects the program has achieved to date (please cite examples).
2. Project Outcomes – Please include the following details, as applicable:
 - a. Describe at least two anticipated measurable outcomes for organization’s project/program.
 - b. If this is an established program, then describe a measurable outcome of organization’s previous year’s work regardless of funding source.
3. Organization’s Auditing and Fiscal Controls – Please include the following details, as applicable:
 - a. Describe organization’s fiscal oversight and internal controls to minimize opportunities for fraud, waste, and mismanagement.
 - b. Describe how organization plans to segregate grant funds from other funds for purposes of identification, tracking, reporting, and audit.
4. Contingency Planning – Please include the following details, as applicable:
 - a. Describe how the organization would address the shortfall if the cost to deliver services in accordance with this grant exceeds grant funding level.
5. Project Budget – Please include the following details, as applicable:
 - a. Briefly explain expected project revenues and expenses related to this proposal.
Note: This should match the Project Budget Overview sheet.
 - b. Identify in detail how the grant funds would be spent.

Please complete the attached project budget overview and submit with your application.

2023 PROJECT BUDGET OVERVIEW / INCOME AND EXPENSES

Organization name: _____

Revenue Source Projections

	Estimated Funding for this Project/Program
Proposed grant funding	
Other government grants (identify below)	
Donations/other fundraising	
Internal/self-funding	
Other (identify)	
Other (identify)	
TOTAL REVENUES	\$

Expenses

REGULAR OPERATING EXPENSES	Project/Program Budget (proposed)
Salaries/benefits*	
Rent/Occupancy/Insurance*	
Marketing/printing*	
Program/office supplies*	
Permits	
Contractors/Trades	
Supplies/materials	
Inspections	
Professional fees	
Other (identify)	
TOTAL EXPENSES	\$

* The total of these four line items may not exceed 10% of requested grant funds.



CERTIFICATION AND ACKNOWLEDGEMENT

Applicant certifies to the best of its knowledge that:

1. The information submitted to the Town of Berryville ("Town") in this application, and in connection with this application, is true and correct.
2. The applicant is in compliance with applicable laws, regulations, ordinances, and orders applicable to it that could have an adverse material impact on the project. Adverse material impact includes lawsuits, criminal or civil action, bankruptcy proceedings, regulatory action by a government entity, or inadequate capital to complete the project.
3. The applicant is not in default under the terms and conditions of any grant or loan agreements, leases, or financing arrangements with its creditors that could have an adverse material impact on the project.
4. The applicant has disclosed, and will continue to disclose, any occurrence or event that could have an adverse material impact on the project.

Applicant acknowledges that:

1. This application and other materials submitted to the Town will constitute public records subject to disclosure under the Commonwealth of Virginia Freedom of Information Act.
2. Submitting false or misleading information in connection with an application may result in the applicant being found ineligible for financial assistance under the funding program, and the applicant or its representative may be subject to civil and/or criminal prosecution.
3. A Subgrant Agreement will be required as part of the approved funding, should the application be approved.

CERTIFIED AND ACKNOWLEDGED:

Signature: _____ Date: _____
Authorized representative of organization

Printed name: _____

Title: _____

Organization name: _____



TOWN OF BERRYVILLE SUBGRANT AGREEMENT

This subgrant agreement (AGREEMENT) is made effective _____ 2023 by and between the Town of Berryville (TOWN) and _____ (SUBGRANTEE).

WITNESSETH:

WHEREAS, The TOWN was awarded funds in accordance with the American Rescue Plan Act of 2021;

WHEREAS, The American Rescue Plan Act of 2021 enables the TOWN to use a portion of its grant funds to support specific efforts of non-profits in our community;

WHEREAS, On July 13, 2021 the Town Council adopted the Town of Berryville American Rescue Plan Act of 2021 Implementation Plan (PLAN) in which it outlined what assistance will be provided to non-profits;

WHEREAS, the TOWN, as Grantor herein, desires to pass through to the SUBGRANTEE funds (GRANT FUNDS) in the amount of \$_____ to assist the SUBGRANTEE in meeting the program outcomes; and

WHEREAS, in consideration of receipt of GRANT FUNDS, the SUBGRANTEE agrees to abide by the terms and conditions of this AGREEMENT,

NOW, THEREFORE, the Parties agree as follows:

1. PURPOSE

The intent of this AGREEMENT is to pass through to the SUBGRANTEE American Rescue Plan Act of 2021 funding to provide improvements to owner-occupied dwellings for low-income homeowners as detailed in Exhibit A—Scope of Work in accordance with this AGREEMENT.

2. SUBGRANTEE DUTIES

SUBGRANTEE agrees to perform all duties as described in the Scope of Work attached hereto as Exhibit A and conform to the requirements of this AGREEMENT.

3. TERM OF AGREEMENT

This AGREEMENT shall become effective once approved by the authorized official of each party. All required purchases, work, and expenses hereunder shall be completed or incurred by October 31, 2023. Provision of all required reporting shall be completed by November 30, 2023. Agreement shall terminate upon TOWN's notification of SUBGRANTEE that it has fulfilled the terms contained herein.

4. NOTICES

Communications and details concerning the AGREEMENT shall be directed to the following representatives:

TOWN

SUBGRANTEE

Keith R. Dalton, Town Manager
&
Cynthia Poulin, Treasurer
101 Chalmers Court, Suite A
Berryville, VA 22611
(540) 955-1099
townmanager@berryvilleva.gov
treasurer@berryvilleva.gov

5. GRANT OF FUNDS

During the term of this AGREEMENT, and subject to all terms and conditions set forth herein, the TOWN shall remit to SUBGRANTEE GRANT FUNDS and SUBGRANTEE shall use GRANT FUNDS solely for eligible expenses expended under the terms of this AGREEMENT.

See **Exhibit B—Grant Application Package** for the detailed budget of allowable expenses.

Form of financial backup: SUBGRANTEE shall document that GRANT FUNDS were committed and expended under this AGREEMENT in conformance with the terms and conditions of said AGREEMENT. SUBGRANTEE agrees that all costs of goods and services pursuant to this AGREEMENT shall be recorded by line item and supported by checks, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of the respective charges, and that all checks, invoices, contracts, vouchers, orders, and other accounting documents which pertain, in whole or part, to the purchases shall be thoroughly identified and readily accessible to the TOWN.

Budget of program revisions cannot be made without prior approval from the TOWN.

SUBGRANTEE agrees that excerpts of transcripts of all checks, invoices, contracts, vouchers, orders, and other accounting documents related to or arguably related to the activity will be provided upon request to the TOWN.

6. REPORTING

Performance Reporting: Monthly the SUBGRANTEE will provide a performance report to the TOWN specifically identifying project outcomes for all activities detailed in Exhibit A—Scope of Work. The performance report is due on the 5th day of the month, following the end of the reporting month.

Accounting Reports: The governing board of the SUBGRANTEE is responsible for ensuring that SUBGRANTEE complies with all accounting reporting requirements in federal and state law and in accordance with this AGREEMENT.

Close-out Financial Reports: Close-out financial reports must be submitted by November 30, 2023, documentation to include final financial summary of expenses, and checks, invoices, contracts, vouchers, orders, and other accounting documents evidencing in proper detail the nature and propriety of the respective charges.

Annual Audit: SUBGRANTEE will submit a copy of its annual audit and management letter to the TOWN within 30 days of the audit completion. Audit must comply with all applicable standard accounting practices.

7. MONITORING AND ACCESS TO RECORDS

SUBGRANTEE shall allow duly authorized representatives of the TOWN to conduct reviews, audits, and on-site monitoring of documents, files, etc., in order to determine:

- whether the objectives of the project are being achieved;
- whether the project is being conducted in an efficient and effective manner;
- whether management control systems and internal procedures have been established to meet to objectives of the program;
- whether financial operations of the project are being conducted properly;
- whether provisions of federal and state laws and regulations and this AGREEMENT are met.

The TOWN will monitor SUBGRANTEE activities to ensure that the federal dollars are used for authorized purposes in compliance with the federal program laws, regulations, and grant AGREEMENT, and to ensure that performance goals are achieved. Monitoring activities will occur throughout the grant term and may take various forms such as:

- Reporting: Reviewing financial and performance reports submitted by SUBGRANTEE.
- Site visits: Performing visits to SUBGRANTEE offices or project site to review financial and program records and to observe operations.

Records must be easily retrievable for examination by authorized TOWN and Commonwealth of Virginia auditors and other authorized individuals. The awarding agency and any of its authorized representatives have the right to access any books, documents, papers, or other records of grantees and SUBGRANTEES which are pertinent to a federal grant, in order to make audits, examinations or excerpts, and transcripts.

8. GENERAL PROVISIONS

A. COMPLIANCE WITH LAWS: SUBGRANTEE agrees at all times to comply with all applicable laws, ordinances, and regulations of the governmental entities having jurisdiction over matters that are the subject of this AGREEMENT.

The SUBGRANTEE agrees to follow all federal, state, and local laws pertaining to the operation of said agency.

B. AMENDMENT—ASSIGNMENT: This AGREEMENT may be amended at any time there is a need, provided both parties agree to the amendment in writing. Any amendment is subject to approval by both parties as a condition precedent to its entry into force. Neither party may assign the AGREEMENT without the express written consent of the other party.

C. RECORDS ADMINISTRATION: The SUBGRANTEE shall maintain or supervise the maintenance of all records necessary to properly account for the payments made to the SUBGRANTEE pursuant to this AGREEMENT. These records shall be retained by the SUBGRANTEE for five years after the project has been monitored and closed by the TOWN. The SUBGRANTEE agrees to allow state and federal auditors, and state agency and TOWN staff, access to all records related to this AGREEMENT, for audit and inspection, and for monitoring of services. Such access will be during normal business hours or by appointment.

D. CONFLICT OF INTEREST: SUBGRANTEE confirms that no officer or employee or agent of the SUBGRANTEE will participate in the selection or award or administration of a contract supported by GRANT FUNDS if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when the officer, employer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the above, has a financial or other interest in the firm selected to award.

E. INDEPENDENT CONTRACTOR: The SUBGRANTEE shall be an independent contractor, and as such shall have no authorization, express or implied, to bind the TOWN to any agreements, settlements, liability, or understanding whatsoever, and agrees not to perform any acts as agent for the TOWN unless expressly set forth herein. Grand fundings stated herein shall be the total amount payable to the SUBGRANTEE by the TOWN. The SUBGRANTEE shall be responsible for the payment of all taxes and social security amounts due as a result of payments received from the TOWN for services under this AGREEMENT. Persons employed by the TOWN and acting under the direction of the TOWN shall not be deemed to be employees or agents of the SUBGRANTEE.

F. TERMINATION: This AGREEMENT shall be terminated, with cause by either party, in advance of the specified termination date, upon written notice being given by the other party. The party in violation will be given ten (10) working days after notification to correct and cease the violations, after which the AGREEMENT may be terminated for cause. This AGREEMENT may be terminated without cause in advance of the specified expiration date by either party, upon 30 days prior written notice being given to the other party. On termination of this AGREEMENT, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. SUBGRANTEE shall return the balance of GRANT FUNDS to the TOWN within forty-five (45) days of date of termination.

G. INSURANCE AND INDEMNIFICATION: The TOWN has established specific insurance and indemnification requirements for nonprofit organizations contracting with the TOWN to provide services, use TOWN facilities and property, or receive funding. Indemnification and hold harmless clauses and insurance requirements are intended to assure that a nonprofit organization accepts and is able to pay for a loss or liability related to its activities. See Exhibit C, Town of Berryville General Terms and Conditions, for insurance, hold harmless and indemnification requirements. SUBGRANTEE has reviewed and agrees to comply with all requirements and provisions established in Exhibit C.

H. EQUAL OPPORTUNITY CLAUSE: The SUBGRANTEE agrees to abide by the provisions of Title I and VII of the Civil Rights Act of 1984 (42USC 2000e), which prohibits discrimination against any employee or applicant for employment or any applicant for or recipient of services on the basis

of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90, which prohibits discrimination on the basis of age; and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities.

I. SEVERABILITY CLAUSE: If any provision of this AGREEMENT is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the parties shall, if possible, agree on a legal, valid, and enforceable substitute provision that is as similar in effect to the deleted provision as possible. The remaining portion of the AGREEMENT not declared illegal, invalid, or unenforceable shall, in any event, remain valid and effective for the term remaining unless the provision found illegal, invalid, or unenforceable goes to the essence of this AGREEMENT.

J. DEBARMENT: The SUBGRANTEE certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (AGREEMENT) by any governmental department or agency. If the SUBGRANTEE cannot certify this statement, attach a written explanation for review by the TOWN. The SUBGRANTEE must notify the TOWN within 30 days if debarred by any governmental entity during the AGREEMENT period.

K. NON-APPROPRIATION OF FUNDS: The SUBGRANTEE acknowledges that the TOWN cannot contract for the payment of federal funds not provided by the Commonwealth of Virginia. If funding to the TOWN is not provided as initially expected or is withdrawn, the TOWN in its sole discretion may terminate this AGREEMENT or proportionately reduce the services and the amount of GRANT FUNDS upon 30 days' written notice without penalty, charge, or sanction to TOWN. In the case that funds are not available or are reduced, the TOWN will not be liable for any future commitments, penalties, or liquidated damages claimed by SUBGRANTEE for any reason.

L. WARRANTY: The SUBGRANTEE warrants that all services shall be performed in conformity with the requirements of this AGREEMENT by qualified personnel in accordance with generally recognized standards.

M. PATENTS, COPYRIGHTS, AND OTHER INTELLECTUAL PROPERTY: SUBGRANTEE represents and warrants to TOWN that it has obtained all rights, grants, assignments, conveyances, licenses, permissions, and authorizations necessary for or incidental to any deliverables under this AGREEMENT, and that the use of any such third party intellectual property does not infringe upon, violate, or constitute a misappropriation or any copyright, trademark, trade secret, or any other proprietary right of any third party. The SUBGRANTEE will release, indemnify, and hold the TOWN, its officers, agents, and employees harmless from liability of any kind or nature, including the SUBGRANTEE's use of any copyrighted or uncopyrighted composition, secret process, patented or un-patented invention, article, or appliance, and any other intellectual property furnished or used in the performance of this Agreement.

N. INELIGIBLE EXPENSES: SUBGRANTEE expenditures under this AGREEMENT determined by audit to be ineligible for reimbursement because they were not authorized by the terms and conditions of the Agreement or that are inadequately documented, and for which payment has

been made to the subgrantee, will be immediately refunded to the TOWN by the SUBGRANTEE. The SUBGRANTEE further agrees that the TOWN shall have the right to withhold any or all subsequent payments, if applicable, under this AGREEMENT to the SUBGRANTEE until the recoupment of overpayments is made.

O. RETURN OF UNSPENT GRANT FUNDS: Grant funds not expended by SUBGRANTEE by October 31, 2023 shall be returned to the Town. Such return of funds shall occur with the submission of Close-out Financial Reports.

P. PUBLIC INFORMATION: Except as identified in writing and expressly approved by the TOWN, SUBGRANTEE agrees that this AGREEMENT and related documents will be public documents and may be available for distribution. SUBGRANTEE gives the TOWN express permission to make copies of the AGREEMENT and related documents.

Q: DEFAULT, REMEDIES, AND TIME TO CURE: Any of the following events will constitute cause for the TOWN to declare SUBGRANTEE in default of the AGREEMENT: (1) Nonperformance of contractual requirements; or (2) A material breach of any term or condition of this AGREEMENT. The Town will issue a written notice of default providing a ten (10) day period in which SUBGRANTEE will have an opportunity to cure. Time allowed for cure will not diminish or eliminate SUBGRANTEE's liability for damages. If the default remains, after SUBGRANTEE has been provided the opportunity to cure, the Town may do one or more of the following: (1) Exercise any remedy provided by law; (2) Terminate this AGREEMENT and any related contracts or portions thereof; (3) Impose liquidated damages, if liquidated damages are listed in the agreement; (4) Suspend SUBGRANTEE from applying for and receiving future grants.

R. FORCE MAJEURE: Neither party to this AGREEMENT will be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The TOWN in its sole discretion may terminate this AGREEMENT after determining such delay or default will reasonably prevent successful performance of the AGREEMENT.

S. LAW/MISCELLANEOUS: The agreement and the performance of the duties described in the AGREEMENT are governed, interpreted, and shall be construed in accordance with Virginia law, without regard to choice of law principles.

T. COMPLIANCE WITH AMERICAN RESCUE ACT PLAN OF 2021 GUIDANCE: The Subgrantee agrees to follow the U.S. Department of Treasury's American Rescue Plan of 2021 Guidance. The guidance sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of GRANT FUNDS.

U. ENTIRE AGREEMENT: This Agreement, the Notice of Award, and Exhibits A, B, and C constitute the Parties' entire understanding concerning the subject matter of this AGREEMENT, and these understandings supersede all prior oral or written understandings or discussions of any kind relating to this subject matter. No modification or amendment to this AGREEMENT shall be binding upon the Parties unless the same is in writing and signed by the respective parties hereto.

V. SECTION HEADINGS: The section headings in this AGREEMENT are intended solely for convenience; they are not part of this AGREEMENT and shall not affect its construction.

AGREED:

TOWN OF BERRYVILLE

BY: Keith R. Dalton, Town Manager

Date: _____

ATTEST:

Paul Culp, Town Clerk

Date: _____

SUBGRANTEE

SUBGRANTEE Name

BY: _____

Name and Title

Date: _____

ATTEST:

Name and Title

Date: _____