
**ARLINGTON COUNTY, VIRGINIA
AFFORDABLE HOUSING INVESTMENT FUND
GRANT AGREEMENT**

THIS AFFORDABLE HOUSING INVESTMENT FUND GRANT AGREEMENT (this “**Agreement**”) is entered into this 1st day of July, 2018 by and between **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a corporate and body politic of the Commonwealth of Virginia (the “**County Board**”), acting through its County Manager and County Attorney (the “**County Staff**”) and [**LEGAL NAME OF ENTITY**], a Virginia **non-stock corporation** (the “**Grantee**”) (the County Board and the Grantee each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, the County Board established its Affordable Housing Investment Fund (“**AHIF**”) for the purpose of providing funds for affordable housing developments and programs that contribute to the delivery of housing services for low and moderate income households within Arlington County, Virginia; and

WHEREAS, on April 21, 2018, the County Board approved the Arlington County Fiscal Year 2019 County Budget (the “**FY19 County Budget**”) and authorized the County Manager to, among other things, provide Arlington County AHIF funds to certain eligible grantees listed in the FY19 County Budget (the “**FY19 AHIF Grant Funds**”); and

WHEREAS, pursuant to the FY19 County Budget, the County Board approved and allocated [REDACTED] and 00/100 Dollars (\$ [REDACTED].00) in FY19 AHIF Grant Funds to the Grantee for [REDACTED]; and

WHEREAS, the County Board desires to convey to the Grantee certain FY19 AHIF Grant Funds approved and allocated in the FY19 County Budget for activities and programs as further described in the Scope of Services, attached hereto as **Exhibit A**, and the Grantee desires to accept the FY19 AHIF Grant Funds in order to support and complete such activities and programs as further described in the Scope of Services, attached hereto as **Exhibit A**, subject to the terms and conditions of this Agreement, as set forth below.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the following covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

TERMS OF AGREEMENT

I. ALLOCATION OF FY19 AHIF GRANT FUNDS

- A. It is expressly agreed and understood that the County Board is making available to the Grantee certain FY19 AHIF Grant Funds in the amount of up to _____ 00/100 Dollars (\$_____). Drawdowns for the payment of eligible expenses shall be made against the line item budgets attached hereto as **Exhibit B** (the “**Line Item Budget**”) and in accordance with performance.
- B. The Grantee covenants and agrees that all expenditures of FY19 AHIF Grant Funds shall be for uses permissible under all federal, state, and local laws and regulations governing the use of Arlington County general funds and that all FY19 AHIF Grant Funds disbursed pursuant to this Agreement shall be expended strictly in accordance with the Line-Item Budget.
- C. All FY19 AHIF Grant Funds for payments by the County Board under this Agreement are subject to the availability of an annual appropriation for this purpose by the County Board.
- D. The Grantee is obligated to take one of the following actions within seven (7) days after receipt of amounts paid to the Grantee by the County Board for work performed by any subcontractor under this Agreement:
- 1) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or
 - 2) Notify the County Staff and the subcontractor, in writing, of the Grantee’s intention to withhold all or a part of the subcontractor’s payment, with an explanation for the nonpayment.

II. SCOPE OF SERVICE

- A. The Grantee covenants and agrees to use or cause to be used all of the FY19 AHIF Grant Funds disbursed under this Agreement in the support of the “[Insert Name of the Program]” by providing the services as outlined in the Scope of Services attached hereto as **Exhibit A**.
- B. The Grantee shall be responsible for administering the “[Insert Name of the Program]” in a manner satisfactory to the County Staff and consistent with any standards required as a condition of providing the FY19 AHIF Grant Funds.
- C. The Grantee’s administration of the “[Insert Name of the Program]” shall be subject to review and approval by the County Manager or his designee.

III. PERFORMANCE MONITORING

The County Staff will monitor the performance of the Grantee against the goals and performance standards using the program performance measures described in the Program Evaluation form attached hereto as Exhibit C. Substandard performance as determined by the County Staff will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the County Staff, this Agreement shall be terminated.

IV. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of July, 2018 and end on the 30th day of June, 2019. Subject to written authorization by the County Manager, the term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of FY19 AHIF Grant Funds.

Any such FY19 AHIF Grant Funds not expended as of June 30, 2019, shall be returned to or retained by the County Board on or before August 1, 2019.

V. GENERAL CONDITIONS

A. “Independent Contractor”. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Grantee shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The County Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Grantee is an independent contractor.

B. Hold Harmless. The Grantee shall indemnify, defend and hold the County Board and its respective officers, employees, agents, successors and assigns harmless from and against: (1) any and all claims, liabilities and losses whatsoever (together with any expenses related thereto, including but not limited to, damages, court costs and attorney’s fees) occurring to or resulting from any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and (2) any and all claims, liabilities and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Grantee’s performance or nonperformance called for in this Agreement. “Grantee’s performance” includes Grantee’s action or inaction and the action or inaction of Grantee’s officers, employees, agents, contractors, and subcontractors. The provision of this Section V.B. shall survive the expiration or termination of this Agreement.

C. Workers’ Compensation. If applicable, the Grantee shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the

performance of this Agreement.

D. Insurance & Bonding. The Grantee shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County Board.

E. Conflict of Interest. No member of the County Board or any employee of Arlington County shall be admitted to any share or part of this Agreement or to any pecuniary benefit that may arise therefrom.

F. Amendments.

1) The County Manager or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County Board. Such amendments shall not invalidate this Agreement, nor relieve or release the County Board or Grantee from its obligations under this Agreement.

2) The County Staff may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County Board and Grantee.

G. Suspension or Termination. The County Board may suspend or terminate this Agreement if the Grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- 2) Ineffective or improper use of FY19 AHIF Grant Funds provided under this Agreement; or
- 3) Submission by the Grantee to the County Staff of reports that are incorrect or incomplete in any material respect.

In addition, this Agreement may also be terminated for convenience by either the County Board or the Grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County Board determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County Board may terminate the award

in its entirety.

VI. **ADMINISTRATIVE REQUIREMENTS**

A. **Financial Management.** The Grantee covenants and agrees to relate financial data to performance data and develop unit cost information whenever practical. The Grantee's financial management systems shall provide for the following:

- 1) Accurate, current and complete disclosure of the financial results of each Arlington County-sponsored project or program.
- 2) Effective control over and accountability for all FY19 AHIF Grant Funds, property and other assets. Grantee shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
- 3) Accounting records including cost accounting records that are supported by source documentation.

B. **Documentation and Record Keeping.**

- 1) *Records to be Maintained.* The Grantee shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to records which provide a full description of each activity undertaken.
- 2) *Retention.* The Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement, including but not limited to client data, for a period of at least five (5) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- 3) *Client Data.* The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County Staff or their designees for review upon request.
- 4) *Disclosure.* The Grantee understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County Board's or Grantee's responsibilities with respect to services provided under this Agreement, is prohibited by the Virginia Freedom of Information Act unless written consent is obtained from such person receiving service and, in the case

of a minor, that of a responsible parent/guardian.

- 5) *Audits and Inspections.* All Grantee records with respect to any matters covered by this Agreement shall be made available to the County Staff or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Grantee hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Grantee audits.
- 6) *Repayment of Award.* Grantee agrees to repay any grant amounts unsubstantiated by documentation as required under this Section B.

C. Reporting and Payment Procedures.

- 1) *Payment Procedures.* The County Board will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the County Staff in accordance with advance fund and program income balances available in Grantee accounts. In addition, the County Board reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of the Grantee.
- 2) *Progress Reports.* The Grantee shall submit regular Progress Reports to the County Staff in the form, content, and frequency as required by the County Staff.

VII. MISCELLANEOUS PROVISIONS

- A. Notices, Demands, and Communications Between the Parties.** Formal notices, demands, and communications between the Grantee and the County Board and County Staff shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (c) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (d) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the County: CPHD – Housing Division
2100 Clarendon Boulevard, Suite 700
Arlington, Virginia 22201

Attn: David Cristeal
Email: DCristeal@ArlingtonVA.US

With a Copy to: Office of the Arlington County Attorney
2100 Clarendon Blvd, Suite 403
Arlington, Virginia 22201
Attn: Brenda Heffernan, Assistant County Attorney
Fax: (703) 228-7106
Email: BHeffernan@ArlingtonVA.US

To the Grantee: [REDACTED]
[REDACTED]
Arlington, Virginia [REDACTED]
Attn: [REDACTED]
Fax: [REDACTED]
Email: [REDACTED]

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

- B. Relationship of Parties.** The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties as grantor and grantee and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to this Agreement.
- C. Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.
- D. Non-Liability of Officials, Employees and Agents.** No member, official, employee or agent of the County Board shall be personally liable to the Grantee in the event of any default or breach by the County Board or for any amount which may become due to the Grantee or its successors or assigns or on any obligation under the terms of this Agreement.
- E. No Third-Party Beneficiaries.** No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a

third-party beneficiary or otherwise.

- F. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.
- G. Governing Law.** This Agreement be construed in accordance with and governed by the laws of the Commonwealth of Virginia. The parties consent to the jurisdiction and venue of the courts of the Circuit Court for the County of Arlington, Virginia.
- H. Remedies.** All remedies available to the County Board under this Agreement are cumulative and no remedy hereunder shall be exclusive of any other remedy available to the County Board at law or in equity.
- I. Liability of the County.** The County Board, by the acceptance and performance of this Agreement does not assume any liability, and the Grantee hereby releases the County Board and any of its individual agents or employees from any such liability, and no claim shall be made by the Grantee upon the County Board or such employees or agents for or on account of any matter or thing.
- J. Entire Agreement, Waivers and Amendments.** This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to the FY19 AHIF Grant Funds. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties. The County Board's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the County Board to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- K. Time of the Essence.** Time is of the essence in the performance of this Agreement.
- L. Language Construction.** The language of each and all paragraphs, terms and/or provisions of this Agreement, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to

its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

M. Section 8.15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be original, and such counterparts shall constitute one and the same instrument.

N. No Waiver of Sovereign Immunity by County. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by County Board pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the County's elected and appointed officials, officers and employees.

[Signatures and acknowledgments appear on the following pages]

IN WITNESS WHEREOF, the Parties have each executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first written above.

COUNTY BOARD

Approved as to form:

**THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA**, a
body corporate and politic of the
Commonwealth of Virginia

Stephen A. MacIsaac, County Attorney

By: _____
Mark Schwartz, County Manager

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On this the ___ day of _____, 2018, before me, personally appeared Mark Schwartz, who acknowledged himself to be the County Manager of Arlington County in the above instrument, and that he, as the County Manager of Arlington County, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the County Board of Arlington County, Virginia, a body corporate and politic of the Commonwealth of Virginia by himself as the County Manager of Arlington County.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

[INSERT NAME OF THE GRANTEE], a
Virginia _____, as Grantee

By: _____
[Insert Name and Title]

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
COUNTY ARLINGTON

On this the ___ day of _____, 2018, before me, personally appeared _____, who acknowledged himself to be _____ of _____ in the above instrument, and that he, as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of _____, by himself as _____ of _____

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

**EXHIBIT A
SCOPE OF SERVICES**

[NAME OF THE GRANTEE]
Scope of Services for [Name of the Program receiving FY19 AHIF Grant Funds]

Program Delivery

Activity #1 [Complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, how they are to be provided]

Activity #2 [Same description as above]

Activity #3 [Same description as above]

General Administration

[Add description of general administrative services to be performed in support of activities noted above]

Levels of Accomplishment – Goals and Performance Measures

The Grantee agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units* per Month</u>	<u>Total Units / Year</u>
Activity #1	[# of Units]	[# of Units]
Activity #2	[# of Units]	[# of Units]
Activity #3	[# of Units]	[# of Units]

* Units of Service means [redacted]

Staffing

Provide list of staff and time commitments to be allocated to each activity specified above.

<u>Name / Title</u>	<u>Time Commitments</u>
_____	_____
_____	_____
_____	_____
_____	_____

[Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the County Staff.]

**EXHIBIT B
LINE ITEM BUDGET**

Budget for **[NAME OF THE GRANTEE]**
[Name of the Program receiving FY19 AHIF Grant Funds]

<u>Line Item</u>	<u>Amount</u>
[Salaries]	\$ _____
[Fringe]	\$ _____
[Office Supplies (Program only)]	\$ _____
[Utilities]	\$ _____
[Communications]	\$ _____
[Reproduction / Printing]	\$ _____
[Supplies and Materials]	\$ _____
[Mileage]	\$ _____
[Audit]	\$ _____
Other (Specify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Indirect Costs (Specify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	\$ _____

Any indirect costs charged must be consistent with the conditions of _____ of this Agreement. In addition, the County Staff may require a more detailed budget breakdown than the one contained herein, and the Grantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County Staff. Any amendments to the above Line Item budget must be approved in writing by both the County Staff and the Grantee.

**EXHIBIT C
PROGRAM EVALUATION FORM**

[NAME OF THE GRANTEE]

Program Evaluation for **[Name of the Program receiving FY19 AHIF Grant Funds]**

ALLOCATION: [\$ Insert Grant Amount]
GRANT YEAR: FY 2019/CD 44
COUNTY STAFF: [Insert Name of CPHD Staff to monitor]
EVALUATION PERIOD: July 1, 2018 - June 30, 2019
DATE EVALUATION COMPLETED: [Insert Completion Date]

HOUSING AND COMMUNITY DEVELOPMENT OBJECTIVE:

PROGRAM OBJECTIVE:

STRATEGIES USED TO ACHIEVE OBJECTIVES:

1.

2.

3.

4.

**EXHIBIT C
PROGRAM EVALUATION FORM**

PERFORMANCE MEASURES	EXPECTED	ACTUAL
1. _____ _____	_____	_____
2. _____ _____	_____	_____
3. _____ _____	_____	_____
4. _____ _____	_____	_____
5. _____ _____	_____	_____
6. _____ _____	_____	_____
7. _____ _____	_____	_____
8. _____ _____	_____	_____
9. _____ _____	_____	_____
10. _____ _____	_____	_____

**EXHIBIT C
PROGRAM EVALUATION FORM**

DEMOGRAPHICS

Race and Ethnicity Table

Race	(non-Hispanic) Year-to-Date Served	(non-Hispanic) Year-to-Date Served	Year-to-Date Total Served
White			
Black / African-American			
Asian / Asian-American			
Pacific Islander			
Native American			
Bi- or Multi-Racial			
Total Number Assisted			

Female Headed Households			
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Income Distribution Table

Income Level	Year-to-Date Total Served
High Income (over 80% of Area Median Income)	
Moderate Income (67% - 80% of Area Median Income)	
Low Income (51% - 66% of Area Median Income)	
Very Low Income (0% - 50% of Area Median Income)	
Total Number Assisted	

Non-CDBG Funding Sources Leveraged

Other Federal Funds leveraged	
State Funds leveraged	
Local Funds leveraged	
Private Funds leveraged	

**EXHIBIT C
PROGRAM EVALUATION FORM**

For CPHD Housing Division Staff Use Only:

I. Analysis:

II. Recommendations:

III. Actions Taken:

**ARLINGTON COUNTY, VIRGINIA
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
SUBRECIPIENT AGREEMENT**

THIS COMMUNITY DEVELOPMENT BLOCK GRANT SUBRECIPIENT AGREEMENT (this “**Agreement**”) is entered into this 1st day of July, 2018 by and between **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a corporate and body politic of the Commonwealth of Virginia (the “**County Board**”), acting through its County Manager and County Attorney (the “**County Staff**”) and [**LEGAL NAME OF ENTITY**], a Virginia **non-stock corporation** (the “**Subrecipient**”) (the County Board and the Subrecipient each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, the United States Department of Housing and Urban Development (“**HUD**”) is expected to award Community Development Block Grant (“**CDBG**”) entitlement funds to the County Board under the provisions of Title 1 of the United States Housing and Community Development Act of 1974, as amended; and

WHEREAS, on April 21, 2018, the County Board approved the draft Arlington County Fiscal Year 2019 Annual Action Plan (the “**Draft FY19 Annual Action Plan**”), and authorized the County Manager to fund certain eligible subrecipients listed in the Draft FY19 Annual Action Plan with unallocated FY18 CDBG funds; and

WHEREAS, pursuant to the Draft FY19 Annual Action Plan, the County Board approved and allocated [REDACTED] and 00/100 Dollars (\$ [REDACTED].00) in CDBG entitlement funds to the Subrecipient for [REDACTED]; and

WHEREAS, upon receiving notification of CDBG FY18 entitlement funds from HUD, the County Board will be asked to approve a final Arlington County Fiscal Year 2019 Annual Action Plan (“**Final FY19 Annual Action Plan**”) as required by HUD, and authorize the County Manager to, among other things, provide Arlington County CDBG entitlement funds to certain eligible subrecipients listed in the Final FY19 Annual Action Plan; and

WHEREAS, the County Board desires to convey to the Subrecipient the CDBG entitlement funds approved and allocated in the Draft FY19 Annual Action Plan and the Final FY19 Annual Action Plan (“**FY18 CDBG Entitlement Program Funds**”) for activities and programs as further described in the Scope of Services, attached hereto as **Exhibit A**, and the Subrecipient desires to accept the FY19 CDBG Entitlement Program Funds in order to support and complete such activities and programs as further described in the Scope of Services, attached hereto as **Exhibit A**, subject to the terms and conditions of this Agreement, as set forth below.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the following covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

[End of Recitals]

TERMS OF AGREEMENT

I. ALLOCATION OF FY18 CDBG ENTITLEMENT PROGRAM FUNDS

- A. It is expressly agreed and understood that the County Board is making available to the Subrecipient Arlington County FY19 CDBG Entitlement Program Funds in the amount of up to [REDACTED] and 00/100 Dollars (\$ [REDACTED].00). Drawdowns for the payment of eligible expenses shall be made against the line item budgets attached hereto as **Exhibit B** (the “**Line Item Budget**”) and in accordance with performance.
- B. The Subrecipient covenants and agrees that all expenditures of FY19 CDBG Entitlement Program Funds shall be for uses permissible under all laws and regulations governing the use of CDBG entitlement funds and that all FY19 CDBG Entitlement Program Funds disbursed pursuant to this Agreement shall be expended strictly in accordance with the Line-Item Budget.
- C. All disbursements of FY19 CDBG Entitlement Program Funds by the County Board under this Agreement shall be subject to: (i) the availability of sufficient funding from the federal government, and (ii) the Subrecipient’s compliance with all terms and conditions of this Agreement, including the reporting and inspection requirements set forth herein.
- D. The allocation of the FY19 CDBG Entitlement Program Funds to the Subrecipient by the County Board may be contingent upon certification of the Subrecipient’s financial management system in accordance with the standards specified in 24 CFR 84.21.
- E. The County may, at its sole discretion, unilaterally modify this Agreement and the funding provided thereunder to reflect the funding allocation approved by the County Board in the Final FY19 Annual Action Plan.
- F. Upon approval of the Final FY19 Annual Action Plan, this Agreement shall be funded as approved and allocated in the Final FY19 Annual Action Plan, which approvals shall supersede all previous commitments to fund this Agreement through unused FY18 CDBG funds as approved in the Draft FY19 Annual Action Plan, which prior approvals shall automatically terminate.

II. SCOPE OF SERVICE

- A. The Subrecipient shall be responsible for administering a CDBG Year 44 [Insert Name of Program] in a manner satisfactory to the County Manager and his designee and consistent with any standards required as a condition of providing the FY19 CDBG Entitlement Program Funds.
- B. The Subrecipient covenants and agrees to use or cause to be used all of the FY19

CDBG Entitlement Program Funds disbursed under this Agreement in the support of such activities and programs as further described in the Scope of Services, attached hereto as **Exhibit A**.

C. **National Objectives**. The Subrecipient covenants and agrees that all activities funded with CDGB Grant Funds and carried out under this Agreement will meet one of the following CDBG program national objectives:

- 1) benefits low- and moderate-income persons;
- 2) aids in the prevention or elimination of slums or blight; or
- 3) meets community development needs having a particular urgency,

as defined in 24 CFR 570.208.

III. **PERFORMANCE MONITORING**

The County Staff will monitor the performance of the Subrecipient against the goals and performance standards using the program performance measures described in the Program Evaluation form attached hereto as **Exhibit C**. Substandard performance as determined by the County Staff will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County Staff, Agreement suspension or termination procedures will be initiated.

IV. **TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1st day of July, 2018 and end on the 30th day of June, 2019. Subject to written authorization by the County Manager, the term of this Agreement and the provisions herein may be extended to cover an additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

Any such FY19 CDBG Entitlement Program Funds not expended as of June 30, 2019, shall be returned to or retained by the County Board on or before August 1, 2019.

V. **SPECIAL CONDITIONS / INTENTIONALLY OMITTED**

[This section of the Agreement can be used by County Staff to include special conditions specific to the particular activity or individual Subrecipient. If there are no special conditions, use the heading "Intentionally Omitted"]

[Only use if applicable, otherwise, delete highlighted text and insert "Intentionally Omitted" in heading]

VI. GENERAL CONDITIONS

- A. General Compliance.** The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the HUD regulations concerning Community Development Block Grants) including subpart K of these regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the FY18 CDBG Entitlement Program Funds provided under this Agreement. The Subrecipient further agrees to utilize the FY19 CDBG Entitlement Program Funds available under this Agreement to supplement rather than supplant funds otherwise available.
- B. "Independent Contractor".** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.
- C. Hold Harmless.** The Subrecipient shall indemnify, defend and hold the County Board and its respective officers, employees, agents, successors and assigns harmless from and against: (1) any and all claims, liabilities and losses whatsoever (together with any expenses related thereto, including but not limited to, damages, court costs and attorney's fees) occurring to or resulting from any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and (2) any and all claims, liabilities and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Subrecipient's performance or nonperformance called for in this Agreement. "Subrecipient's performance" includes Subrecipient's action or inaction and the action or inaction of Subrecipient's officers, employees, agents, contractors, and subcontractors. The provision of this Section VI.C. shall survive the expiration or termination of this Agreement.
- D. Workers' Compensation.** If applicable, the Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- E. Insurance & Bonding.**
- 1) The Subrecipient shall carry sufficient insurance coverage to protect Agreement

assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County Board.

- 2) The Subrecipient shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

F. Arlington County Recognition. The Subrecipient shall insure recognition of the role of the County Board in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments.

- 1) The County Staff or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County Board. Such amendments shall not invalidate this Agreement, nor relieve or release the County Board or Subrecipient from its obligations under this Agreement.
- 2) The County Staff may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County Board and Subrecipient.

H. Suspension or Termination. In accordance with 24 CFR 85.43, the County Board may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- 2) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
- 3) Ineffective or improper use of FY18 CDBG Entitlement Program Funds provided under this Agreement; or
- 4) Submission by the Subrecipient to the County Staff of reports that are

incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, this Agreement may also be terminated for convenience by either the County Board or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County Board determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County Board may terminate the award in its entirety.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management.

- 1) *Accounting Standards.* The Subrecipient agrees to comply with 24 CFR 84.21–28, as amended, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
- 2) *Cost Principles.* The Subrecipient shall administer its activities and programs funded pursuant to this Agreement in conformance with Title 24 CFR Part 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award”, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping.

- 1) *Records to be Maintained.* The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records proving a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21–28; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR

Part 570.

- 2) *Retention.* The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement, including but not limited to client data, for a period of at least five (5) years. The retention period begins on the date of the submission of the County Board's annual performance and evaluation report to HUD in which the activities assisted under this Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- 3) *Client Data.* The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County Staff or their designees for review upon request.
- 4) *Disclosure.* The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County Board's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the Virginia Freedom of Information Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 5) *Close-outs.* The Subrecipient's obligation to the County Board shall not end until all close-out requirements are completed pursuant to applicable federal regulations and law. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the County Board), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over FY18 CDBG Entitlement Program Funds, including program income.
- 6) *Audits and Inspections.* All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County Staff and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the

Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning subrecipient audits and, if applicable, Title 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award”.

- 7) *Repayment of Award.* Grantee agrees to repay any grant amounts unsubstantiated by documentation as required under this Section B.

C. Reporting and Payment Procedures.

- 1) *Program Income.* The Subrecipient shall report quarterly to the County Manager or his designee all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with FY18 CDBG Entitlement Program Funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the County Board at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County Board.
- 2) *Indirect Costs.* If indirect costs are charged greater than 10% of total grant award, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient’s share of administrative costs and shall submit such plan to the County Staff for approval, in a form specified by the County Staff. The indirect cost rate shall not exceed applicable federal standards and approaches to determine the rate.
- 3) *Payment Procedures.* The County Board will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County Staff in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County Board reserves the right to

liquidate funds available under this Agreement for costs incurred by the County on behalf of the Subrecipient.

- 4) *Progress Reports.* The Subrecipient shall submit regular Progress Reports to the County Staff in the form, content, and frequency as required by the County Staff and as specified in **Exhibit C** hereto.

D. Procurement.

- 1) *Compliance.* The Subrecipient shall comply with the Arlington County procurement policy and the Virginia Public Procurement Act when purchasing equipment using FY18 CDBG Entitlement Program Funds provided herein, and shall maintain inventory records of all non-expendable personal property procured with FY18 CDBG Entitlement Program Funds. All program assets (unexpended program income, property, equipment, etc.) shall revert to the County Board upon termination of this Agreement.
- 2) *OMB Standards.* Unless specified otherwise within this Agreement, the Subrecipient shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84.40–48.
- 3) *Travel.* The Subrecipient shall obtain written approval from the County Staff for any travel outside the metropolitan area with FY18 CDBG Entitlement Program Funds provided under this Agreement.

E. Use and Reversion of Assets. The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

- 1) The Subrecipient shall transfer to the County Board any FY19 CDBG Entitlement Program Funds on hand and any accounts receivable attributable to the use of FY19 CDBG Entitlement Program Funds under this Agreement at the time of expiration, cancellation, or termination.
- 2) Real property under the Subrecipient’s control that was acquired or improved, in whole or in part, with FY19 CDBG Entitlement Program Funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County Board an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the County Board. The Subrecipient may retain real property

acquired or improved under this Agreement after the expiration of the five-year period.

- 3) In all cases in which equipment acquired, in whole or in part, with FY19 CDBG Entitlement Program Funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that FY19 CDBG Entitlement Program Funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County Board for the County's CDBG program or (b) retained after compensating the County Board an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT / INTENTIONALLY OMITTED

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The County Board may preempt the optional policies.] The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable County Board ordinances, resolutions and policies concerning the displacement of persons from their residences. [Only use if applicable, otherwise, delete highlighted text above and insert "Intentionally Omitted" in heading]

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights.

- 1) *Compliance.* The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
- 2) *Nondiscrimination.* The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279.

- 3) *Land Covenants*. This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County Board and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- 4) *Section 504*. The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The County Staff shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Equal Opportunity.

- 1) *Women- and Minority-Owned Businesses (W/MBE)*. The Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women’s business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the terms “small business” means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and “minority and women’s business enterprise” means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, “minority group members” are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
- 2) *Equal Employment Opportunity and Affirmative Action (EEO/AA)*. The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

C. Employment Restrictions.

- 1) *Prohibited Activity*. The Subrecipient is prohibited from using FY18 CDBG

Entitlement Program Funds provided herein or personnel employed in the administration of the program for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2) *Labor Standards.*

- a. The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County Staff for review upon request.
- b. The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the County pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3) *“Section 3” Clause.*

- a. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the federal financial assistance provided under this Agreement and binding upon the County Board, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. The Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

- b. Notification. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

D. Conduct.

- 1) Assignability. The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County Board.
- 2) Subcontracts.
 - a. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County Staff prior to the execution of such agreement.
 - b. Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
 - c. Content. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
 - d. Selection Process. The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the County Staff along with documentation concerning the selection process.
- 3) Hatch Act. The Subrecipient agrees that no FY18 CDBG Entitlement Program Funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
- 4) Conflict of Interest. The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:
 - a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in

any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, the Subrecipient, or any designated public agency.

- 5) Lobbying. The Subrecipient hereby certifies that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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;
 - b. 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 of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- 6) Copyright. If this Agreement results in any copyrightable material or inventions, the County Board reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.
- 7) Religious Activities. The Subrecipient agrees that FY18 CDBG Entitlement Program Funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

X. ENVIRONMENTAL CONDITIONS

A. Air and Water. The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C., 7401, *et seq.*;

- Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection. In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint. The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation. The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

E. Compliance with Environmental Conditions. Compliance with all Environmental Conditions will be done in conjunction with an environmental review performed by the County's Certifying Environmental Officer. No work may proceed without an environmental review being completed, and if applicable, a finding of no significant impact being made/advertising and public comment process completed/and formal release of funds from HUD obtained.

XI. MISCELLANEOUS PROVISIONS

A. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Subrecipient and the County Board and County Staff shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (c) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (d) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the County: CPHD – Housing Division
2100 Clarendon Boulevard, Suite 700
Arlington, Virginia 22201
Attn: David Cristeal
Email: DCristeal@ArlingtonVA.US

With a Copy to: Office of the Arlington County Attorney
2100 Clarendon Blvd, Suite 403
Arlington, Virginia 22201
Attn: Brenda Heffernan, Assistant County Attorney
Fax: (703) 228-7106
Email: BHeffernan@ArlingtonVA.US

To the Subrecipient: _____

Arlington, Virginia _____
Attn: _____
Fax: _____
Email: _____

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

B. Relationship of Parties. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties as grantee and subrecipient and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to this Agreement.

C. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party

by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

- D. Non-Liability of Officials, Employees and Agents.** No member, official, employee or agent of the County shall be personally liable to the Subrecipient in the event of any default or breach by the County Board or for any amount which may become due to the Subrecipient or its successors or assigns or on any obligation under the terms of this Agreement.
- E. No Third-Party Beneficiaries.** No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.
- F. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.
- G. Governing Law.** This Agreement be construed in accordance with and governed by the laws of the Commonwealth of Virginia. The parties consent to the jurisdiction and venue of the courts of the Circuit Court for the County of Arlington, Virginia.
- H. Liability of the County.** The County Board, by the acceptance and performance of this Agreement does not assume any liability, and the Subrecipient hereby releases the County Board and any of its individual agents or employees from any such liability, and no claim shall be made by the Subrecipient upon the County Board or such employees or agents for or on account of any matter or thing.
- I. Entire Agreement, Waivers and Amendments.** This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to the FY18 CDBG Entitlement Program Funds. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties. The County Board's failure to

act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County Board to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

- J. Time of the Essence.** Time is of the essence in the performance of this Agreement.
- K. Language Construction.** The language of each and all paragraphs, terms and/or provisions of this Agreement, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.
- L. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be original, and such counterparts shall constitute one and the same instrument.
- M. No Waiver of Sovereign Immunity by County.** Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by County Board pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the County's elected and appointed officials, officers and employees.

[Signatures and acknowledgments appear on the following pages]

IN WITNESS WHEREOF, the County Board and the [Insert Name of Subrecipient] have each executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first written above.

COUNTY BOARD

Approved as to form:

**THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA**, a
body corporate and politic of the
Commonwealth of Virginia

Stephen A. MacIsaac, County Attorney

By: _____
Mark Schwartz, County Manager

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On this the ___ day of _____, 2018, before me, personally appeared Mark Schwartz, who acknowledged himself to be the County Manager of Arlington County in the above instrument, and that he, as the County Manager of Arlington County, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the County Board of Arlington County, Virginia, a body corporate and politic of the Commonwealth of Virginia by himself as the County Manager of Arlington County.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

**[INSERT NAME OF THE
SUBRECIPIENT]**, a Virginia
_____, as Subrecipient

By: _____
[Insert Name and Title]

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
COUNTY ARLINGTON

On this the ___ day of _____, 2018, before me, personally appeared _____, who acknowledged himself/herself to be _____ of _____ in the above instrument, and that he/she, as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of _____, by himself/herself as _____ of _____

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

**EXHIBIT A
SCOPE OF SERVICES**

[NAME OF THE SUBRECIPIENT]
Scope of Services for **[Name of the Program receiving FY19 CDBG Entitlement Program Funds]**

Program Delivery

Activity #1 *[Complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, how they are to be provided]*

Activity #2 *[Same description as above]*

Activity #3 *[Same description as above]*

General Administration

[Add description of general administrative services to be performed in support of activities noted above]

Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units* per Month</u>	<u>Total Units / Year</u>
Activity #1	<i>[# of Units]</i>	<i>[# of Units]</i>
Activity #2	<i>[# of Units]</i>	<i>[# of Units]</i>
Activity #3	<i>[# of Units]</i>	<i>[# of Units]</i>

* Units of Service means _____

Staffing

Provide list of staff and time commitments to be allocated to each activity specified above.

<u>Name / Title</u>	<u>Time Commitments</u>
_____	_____
_____	_____
_____	_____
_____	_____

[Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the County Staff.]

**EXHIBIT B
LINE ITEM BUDGET**

**[NAME OF THE SUBRECIPIENT]
Budget for [Name of the Program receiving FY19 CDBG Entitlement Program
Funds]**

<u>Line Item</u>	<u>Amount</u>
[Salaries]	\$ _____
[Fringe]	\$ _____
[Office Supplies (Program only)]	\$ _____
[Utilities]	\$ _____
[Communications]	\$ _____
[Reproduction / Printing]	\$ _____
[Supplies and Materials]	\$ _____
[Mileage]	\$ _____
[Audit]	\$ _____
Other (Specify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Indirect Costs (Specify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	\$ _____

Any indirect costs charged must be consistent with the conditions of section VII. A. 2. _____ of this Agreement. In addition, the County Staff may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County Staff. Any amendments to the above Line Item budget must be approved in writing by both the County Staff and the Subrecipient.

**EXHIBIT C
PROGRAM EVALUATION FORM**

[NAME OF THE SUBRECIPIENT]
Program Evaluation for **[Name of the Program receiving FY19 CDBG Entitlement
Program Funds]**

ALLOCATION: [\$ Insert Grant Amount]
GRANT YEAR: FY 2019/CD 44
COUNTY STAFF: [Insert Name of County staff to monitor]
EVALUATION PERIOD: July 1, 2018 - June 30, 2019
DATE EVALUATION COMPLETED: [Insert Completion Date]

HOUSING AND COMMUNITY DEVELOPMENT OBJECTIVE:

PROGRAM OBJECTIVE:

STRATEGIES USED TO ACHIEVE OBJECTIVES:

1. _____

2. _____

3. _____

4. _____

**EXHIBIT C
PROGRAM EVALUATION FORM**

PERFORMANCE MEASURES	EXPECTED	ACTUAL
1. _____ _____	_____	_____
2. _____ _____	_____	_____
3. _____ _____	_____	_____
4. _____ _____	_____	_____
5. _____ _____	_____	_____
6. _____ _____	_____	_____
7. _____ _____	_____	_____
8. _____ _____	_____	_____
9. _____ _____	_____	_____
10. _____ _____	_____	_____

**EXHIBIT C
PROGRAM EVALUATION FORM**

DEMOGRAPHICS

Race and Ethnicity Table

Race	(non-Hispanic) Year-to-Date Served	(non-Hispanic) Year-to-Date Served	Year-to-Date Total Served
White			
Black / African-American			
Asian / Asian-American			
Pacific Islander			
Native American			
Bi- or Multi-Racial			
Total Number Assisted			

Female Headed Households			
---------------------------------	--	--	--

Income Distribution Table

Income Level	Year-to-Date Total Served
High Income (over 80% of Area Median Income)	
Moderate Income (67% - 80% of Area Median Income)	
Low Income (51% - 66% of Area Median Income)	
Very Low Income (0% - 50% of Area Median Income)	
Total Number Assisted	

Non-CDBG Funding Sources Leveraged

Other Federal Funds leveraged	\$	
State Funds leveraged	\$	
Local Funds leveraged	\$	
Private Funds leveraged	\$	

**EXHIBIT C
PROGRAM EVALUATION FORM**

For CPHD Housing Division Staff Use Only:

I. Analysis:

II. Recommendations:

III. Actions Taken:

**ARLINGTON COUNTY, VIRGINIA
COMMUNITY SERVICES BLOCK GRANT AGREEMENT**

THIS COMMUNITY SERVICES BLOCK GRANT AGREEMENT (this “**Agreement**”) is entered into this 1st day of July, 2018 by and between **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a corporate and body politic of the Commonwealth of Virginia (the “**County Board**”), acting through its County Manager and County Attorney (the “**County Staff**”) and **[LEGAL NAME OF ENTITY]**, a Virginia **non-stock corporation** (the “**Subrecipient**”) (the County Board and the Subrecipient each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, pursuant to the Community Services Block Grant Act, as amended, 42 U.S.C. §§9901 *et. seq.* (the “**Act**”), the Commonwealth of Virginia operates the Community Services Block Grant Program (“**CSBG**”), which provides financial assistance to Community Action Agencies and other Eligible Entities to perform the activities set forth in the Act; and

WHEREAS, on April 21, 2018, the County Board approved the draft Arlington County Fiscal Year 2019 Annual Action Plan (the “**Draft FY19 Annual Action Plan**”), and authorized the County Manager to, among other things, provide Arlington County CSBG funds to certain eligible subrecipients listed in the Draft FY19 Annual Action Plan; and

WHEREAS, pursuant to the Draft FY19 Annual Action Plan, the County Board approved and allocated up to a maximum of [REDACTED] and 00/100 Dollars (\$ [REDACTED].00) to the Subrecipient for [REDACTED]; and

WHEREAS, the County Board will be asked to adopt a finalized Arlington County Fiscal Year 2019 Annual Action Plan (the “**Final FY19 Annual Action Plan**”) after receipt of FY19 federal grand funding, and

WHEREAS, the amount of funding approved by the County Board in the Draft FY19 Annual Action Plan and the Final FY19 Annual Action Plan is a projected maximum, and the actual amount of funding allocated to the Subrecipient **may be adjusted prior to the end of FY19; and**

WHEREAS, the County Staff will notify the Subrecipient, in writing, every quarter of its actual funding allocation, and the Subrecipient shall notify the County Staff of any impacts to the program budget caused by a change in projected funding, and submit revised Exhibits, if necessary, for approval by the County Staff; and

WHEREAS, the County Board desires to convey to the Subrecipient certain CSBG funds approved and allocated in the Draft FY19 Annual Action Plan (“**FY19 CSBG Grant Funds**”) for activities and programs as further described in the Scope of Services, attached

hereto as **Exhibit A**, and the Subrecipient desires to accept the FY19 CSBG Grant Funds in order to support and complete such activities and programs as further described in the Scope of Services, attached hereto as **Exhibit A**, subject to the terms and conditions of this Agreement, as set forth below.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the following covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

TERMS OF AGREEMENT

I. ALLOCATION OF CSBG GRANT FUNDS

- A. It is expressly agreed and understood that the County Board is making available to the Subrecipient certain FY19 CSBG Grant Funds in the amount of up to [REDACTED] 00/100 Dollars (\$ [REDACTED]). Drawdowns for the payment of eligible expenses shall be made against the line item budgets attached hereto as **Exhibit B** (the “**Line Item Budget**”) and in accordance with performance.
- B. The Subrecipient covenants and agrees that all expenditures of FY19 CSBG Grant Funds shall be for uses permissible under all federal, state, and local laws and regulations governing the use of FY19 CSBG Grant Funds and that all FY19 CSBG Grant Funds disbursed pursuant to this Agreement shall be expended strictly in accordance with the Line-Item Budget.
- C. All disbursements of FY19 CSBG Grant Funds by the County Board under this Agreement shall be subject to: (i) the availability of sufficient funding from the federal government, and (ii) the Subrecipient’s compliance with all terms and conditions of this Agreement, including the reporting and inspection requirements set forth herein.
- D. The Subrecipient is obligated to take one of the following actions within seven (7) days after receipt of amounts paid to the Subrecipient by the County Board for work performed by any subcontractor under this Agreement:
- 1) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or
 - 2) Notify the County Staff and the subcontractor, in writing, of the Subrecipient’s intention to withhold all or a part of the subcontractor’s payment, with an explanation for the nonpayment.
- E. The Subrecipient recognizes and agrees that the grant amount in this Agreement is the projected maximum, not actual, grant amount approved and allocated to the Subrecipient. The County Board may, at its sole discretion and acting through the County Staff, allocate and approve less than the maximum grant amount specified in this Agreement.

II. SCOPE OF SERVICE

- A. The Subrecipient covenants and agrees to use or cause to be used all of the FY19 CSBG Grant Funds disbursed under this Agreement in the support of the “[REDACTED]” by providing the services as outlined in the Scope of

Services attached hereto as **Exhibit A**.

- B. The Subrecipient shall be responsible for administering the “[Insert Name of the Program]” in a manner satisfactory to the County Staff and consistent with any standards required by the Act, the Code of Virginia and all federal and state rules and regulations as a condition of expending the FY19 CSBG Grant Funds.
- C. The Subrecipient’s administration of the “[Insert Name of the Program]” shall be subject to review and approval by the County Manager or his designee.

III. PERFORMANCE MONITORING

The County Staff will monitor the performance of the Subrecipient against the goals and performance standards using the program performance measures described in the Program Evaluation form attached hereto as **Exhibit C**. Substandard performance as determined by the County Staff will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County Staff, this Agreement shall be terminated.

IV. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of July, 2018 and end on the 30th day of June, 2019. Subject to written authorization by the County Manager, the term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Subrecipient remains in control of FY19 CSBG Grant Funds.

Any such FY19 CSBG Grant Funds not expended as of June 30, 2019, shall be returned to or retained by the County Board on or before August 1, 2019.

V. GENERAL CONDITIONS

- A. **“Independent Contractor”**. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The County Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.
- B. **Hold Harmless**. The Subrecipient shall indemnify, defend and hold the County Board and its respective officers, employees, agents, successors and assigns harmless from and against: (1) any and all claims, liabilities and losses whatsoever (together with any expenses related thereto, including but not limited to, damages, court costs and attorney’s fees) occurring to or resulting from any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies

in connection with the performance of this Agreement, and (2) any and all claims, liabilities and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Subrecipient's performance or nonperformance called for in this Agreement. "Subrecipient's performance" includes Subrecipient's action or inaction and the action or inaction of Subrecipient's officers, employees, agents, contractors, and subcontractors. The provision of this Section V.B. shall survive the expiration or termination of this Agreement.

- C. Workers' Compensation.** If applicable, the Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- D. Insurance & Bonding.** The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County Board.
- E. Conflict of Interest.** No member of the County Board or any employee of Arlington County shall be admitted to any share or part of this Agreement or to any pecuniary benefit that may arise therefrom.
- F. Amendments.**
- 1) The County Manager or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County Board. Such amendments shall not invalidate this Agreement, nor relieve or release the County Board or Subrecipient from its obligations under this Agreement.
 - 2) The County Staff may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County Board and Subrecipient.
- G. Suspension or Termination.** The County Board may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:
- 1) Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
 - 2) Ineffective or improper use of FY19 CSBG Grant Funds provided under

this the provisions of this Agreement, the Act, the Code of Virginia and all federal and state rules and regulations related to the CSBG program; or

- 3) Submission by the Subrecipient to the County Staff of reports that are incorrect or incomplete in any material respect.

In addition, this Agreement may also be terminated for convenience by either the County Board or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County Board determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County Board may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management.

- 1) *Cost Principles.* The Subrecipient shall administer its activities and programs funded pursuant to this Agreement in conformance with Title 2 CFR Part 200 “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award”, as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

If Title 2 CFR Part 200 is not applicable, the Subrecipient covenants and agrees to relate financial data to performance data and develop unit cost information whenever practical. The Subrecipient’s financial management systems shall provide for the following:

- a. Accurate, current and complete disclosure of the financial results of each Arlington County-sponsored project or program.
- b. Effective control over and accountability for all FY19 CSBG Grant Funds, property and other assets. Subrecipient shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
- c. Accounting records including cost accounting records that are supported by source documentation.

B. Documentation and Record Keeping.

- 1) *Records to be Maintained.* The Subrecipient shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to records which provide a full description of each activity undertaken.

- 2) *Retention.* The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement, including but not limited to client data, for a period of at least five (5) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- 3) *Client Data.* The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County Staff or their designees for review upon request.
- 4) *Disclosure.* The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County Board's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited by the Virginia Freedom of Information Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 5) *Audits and Inspections.* All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County Staff or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and, if applicable, Title 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Award".
- 6) *Repayment of Award.* Grantee agrees to repay any grant amounts unsubstantiated by documentation as required under this Section B.

C. Reporting and Payment Procedures.

- 1) *Payment Procedures.* The County Board will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and County policy

concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the County Staff in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the County Board reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of the Subrecipient.

- 2) *Progress Reports.* The Subrecipient shall submit regular Progress Reports to the County Staff in the form, content, and frequency as required by the County Staff.

VII. MISCELLANEOUS PROVISIONS

A. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Subrecipient and the County Board and County Staff shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (c) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (d) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the County: CPHD – Housing Division
2100 Clarendon Boulevard, Suite 700
Arlington, Virginia 22201
Attn: David Cristeal
Email: DCristeal@ArlingtonVA.US

With a Copy to: Office of the Arlington County Attorney
2100 Clarendon Blvd, Suite 403
Arlington, Virginia 22201
Attn: Brenda Heffernan, Assistant County Attorney
Fax: (703) 228-7106
Email: BHeffernan@ArlingtonVA.US

To the Subrecipient: _____

Arlington, Virginia _____
Attn: _____
Fax: _____
Email: _____

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered

by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

- B. Relationship of Parties.** The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties as grantor and grantee and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to this Agreement.
- C. Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.
- D. Non-Liability of Officials, Employees and Agents.** No member, official, employee or agent of the County Board shall be personally liable to the Subrecipient in the event of any default or breach by the County Board or for any amount which may become due to the Subrecipient or its successors or assigns or on any obligation under the terms of this Agreement.
- E. No Third-Party Beneficiaries.** No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.
- F. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.
- G. Governing Law.** This Agreement be construed in accordance with and governed by the laws of the Commonwealth of Virginia. The parties consent to the jurisdiction and venue of the courts of the Circuit Court for the County of Arlington, Virginia.
- H. Remedies.** All remedies available to the County Board under this Agreement are

cumulative and no remedy hereunder shall be exclusive of any other remedy available to the County Board at law or in equity.

- I. **Liability of the County.** The County Board, by the acceptance and performance of this Agreement does not assume any liability, and the Subrecipient hereby releases the County Board and any of its individual agents or employees from any such liability, and no claim shall be made by the Subrecipient upon the County Board or such employees or agents for or on account of any matter or thing.
- J. **Entire Agreement, Waivers and Amendments.** This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to the FY19 CSBG Grant Funds. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties. The County Board's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County Board to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- K. **Time of the Essence.** Time is of the essence in the performance of this Agreement.
- L. **Language Construction.** The language of each and all paragraphs, terms and/or provisions of this Agreement, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.
- M. **Section 8.15. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
- N. **No Waiver of Sovereign Immunity by County.** Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by County Board pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the County's elected and appointed officials, officers and employees.

[Signatures and acknowledgments appear on the following pages]

IN WITNESS WHEREOF, the Parties have each executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first written above.

COUNTY BOARD

Approved as to form:

**THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA**, a
body corporate and politic of the
Commonwealth of Virginia

Stephen A. MacIsaac, County Attorney

By: _____
Mark Schwartz, County Manager

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On this the ___ day of _____, 2018, before me, personally appeared Mark Schwartz, who acknowledged himself to be the County Manager of Arlington County in the above instrument, and that he, as the County Manager of Arlington County, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the County Board of Arlington County, Virginia, a body corporate and politic of the Commonwealth of Virginia by himself as the County Manager of Arlington County.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:_____

**[INSERT NAME OF THE
SUBRECIPIENT]**, a Virginia
_____, as Grantee

By: _____
[Insert Name and Title]

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
COUNTY ARLINGTON

On this the ___ day of _____, 2018, before me, personally appeared _____, who acknowledged himself to be _____ of _____ in the above instrument, and that he, as _____, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of _____, by himself as _____ of _____

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires: _____

**EXHIBIT A
SCOPE OF SERVICES**

[NAME OF THE SUBRECIPIENT]
Scope of Services for **[Name of the Program receiving FY19 CSBG Grant Funds]**

Program Delivery

Activity #1 *[Complete description of activity to be undertaken including what products or services are to be performed, where they are to be provided, for whom they are to be provided, how they are to be provided]*

Activity #2 *[Same description as above]*

Activity #3 *[Same description as above]*

General Administration

[Add description of general administrative services to be performed in support of activities noted above]

Levels of Accomplishment – Goals and Performance Measures

The Subrecipient agrees to provide the following levels of program services:

<u>Activity</u>	<u>Units* per Month</u>	<u>Total Units / Year</u>
Activity #1	<i>[# of Units]</i>	<i>[# of Units]</i>
Activity #2	<i>[# of Units]</i>	<i>[# of Units]</i>
Activity #3	<i>[# of Units]</i>	<i>[# of Units]</i>

* Units of Service means _____

Staffing

Provide list of staff and time commitments to be allocated to each activity specified above.

<u>Name / Title</u>	<u>Time Commitments</u>
_____	_____
_____	_____
_____	_____
_____	_____

[Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the County Staff.]

**EXHIBIT B
LINE ITEM BUDGET**

[NAME OF THE SUBRECIPIENT]

Budget for [Name of the Program receiving FY19 CSBG Grant Funds]

<u>Line Item</u>	<u>Amount</u>
[Salaries]	\$ _____
[Fringe]	\$ _____
[Office Supplies (Program only)]	\$ _____
[Utilities]	\$ _____
[Communications]	\$ _____
[Reproduction / Printing]	\$ _____
[Supplies and Materials]	\$ _____
[Mileage]	\$ _____
[Audit]	\$ _____
Other (Specify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Indirect Costs (Specify)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL	\$ _____

Any indirect costs charged must be consistent with the conditions of Section VI. A.1. of this Agreement. In addition, the County Staff may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County Staff. Any amendments to the above Line Item budget must be approved in writing by both the County Staff and the Subrecipient.

**EXHIBIT C
PROGRAM EVALUATION FORM**

[NAME OF THE SUBRECIPIENT]

Program Evaluation Form for [Name of the Program receiving FY19 CSBG Grant Funds]

ALLOCATION: [\$ Insert Grant Amount]

GRANT YEAR: FY 2019/CD 43

COUNTY STAFF: [Insert Name of CPHD Staff to monitor]

EVALUATION PERIOD: July 1, 2018 - June 30, 2019

DATE EVALUATION COMPLETED: [Insert Completion Date]

HOUSING AND COMMUNITY DEVELOPMENT OBJECTIVE:

PROGRAM OBJECTIVE:

STRATEGIES USED TO ACHIEVE OBJECTIVES:

1. _____

2. _____

3. _____

4. _____

**EXHIBIT C
PROGRAM EVALUATION FORM**

PERFORMANCE MEASURES	EXPECTED	ACTUAL
1. _____ _____		
2. _____ _____		
3. _____ _____		
4. _____ _____		
5. _____ _____		
6. _____ _____		
7. _____ _____		
8. _____ _____		
9. _____ _____		
10. _____ _____		

**EXHIBIT C
PROGRAM EVALUATION FORM**

DEMOGRAPHICS

Race and Ethnicity Table

Race	(non-Hispanic) Year-to-Date Served	(non-Hispanic) Year-to-Date Served	Year-to-Date Total Served
White			
Black / African-American			
Asian / Asian-American			
Pacific Islander			
Native American			
Bi- or Multi-Racial			
Total Number Assisted			

Female Headed Households			
---------------------------------	--	--	--

Income Distribution Table

Income Level	Year-to-Date Total Served
High Income (over 80% of Area Median Income)	
Moderate Income (67% - 80% of Area Median Income)	
Low Income (51% - 66% of Area Median Income)	
Very Low Income (0% - 50% of Area Median Income)	
Total Number Assisted	

Non-CDBG Funding Sources Leveraged

Other Federal Funds leveraged	\$	
State Funds leveraged	\$	
Local Funds leveraged	\$	
Private Funds leveraged	\$	

**EXHIBIT C
PROGRAM EVALUATION FORM**

For CPHD Housing Division Staff Use Only:

I. Analysis:

II. Recommendations:

III. Actions Taken:

**ARLINGTON COUNTY, VIRGINIA
GENERAL FUND GRANT AGREEMENT**

THIS GENERAL FUND GRANT AGREEMENT (this “**Agreement**”) is entered into this 1st day of July, 2018 by and between **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic (the “**County Board**”), acting through its County Attorney, County Manager, Director of the CPHD Housing Division, and CPHD Housing Division Associate Planner (the “**County Staff**”) and **BU-GATA**, a Virginia non-stock corporation (the “**Grantee**”) (the County Board and the Grantee each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, the Grantee is a community based nonprofit organization whose primary mission is to promote neighborhood stabilization and community activities in the Buckingham community of Arlington County, Virginia; and

WHEREAS, on April 22, 2018, the County Board approved the Arlington County Fiscal Year 2019 County Budget and authorized the County Manager to, among other things, provide a funding grant to support the Grantee in its efforts to enhance tenant participation in Arlington County; and

WHEREAS, the County Board desires to convey to the Grantee certain general funds in an amount of up to Fifty Thousand and 00/100 Dollars (\$50,000.00) (“**County Grant Funds**”) for activities and programs as further described below, and the Grantee desires to accept the County Grant Funds for such activities and programs, subject to the terms and conditions of this Agreement, as set forth below.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the following covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

TERMS OF AGREEMENT

I. ALLOCATION OF GENERAL FUND COUNTY GRANT FUNDS

- A.** It is expressly agreed and understood that the County Board is making available to the Grantee certain County Grant Funds in the amount of up to Fifty Thousand and 00/100 Dollars (\$50,000.00). Drawdowns for the payment of eligible expenses shall be made against the line item budgets attached hereto as **Exhibit A** (the “**Line Item Budget**”) and in accordance with performance.
- B.** The Grantee covenants and agrees that all expenditures of County Grant Funds shall be for uses permissible under all federal, state, and local laws and regulations governing the use of Arlington County general funds and that all County Grant

Funds disbursed pursuant to this Agreement shall be expended strictly in accordance with the Line-Item Budget.

- C. All County Grant Funds for payments by the County Board under this Agreement are subject to the availability of an annual appropriation for this purpose by the County Board.
- D. The Grantee is obligated to take one of the following actions within seven (7) days after receipt of amounts paid to the Grantee by the County Board for work performed by any subcontractor under this Agreement:
 - 1) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or
 - 2) Notify the County Staff and the subcontractor, in writing, of the Grantee's intention to withhold all or a part of the subcontractor's payment, with an explanation for the nonpayment.

II. **SCOPE OF SERVICE**

- A. The Grantee covenants and agrees to use or cause to be used all of the County Grant Funds disbursed under this Agreement in the support of the "Bu-Gata Outreach Project" by providing the services as outlined in the Scope of Services attached hereto as **Exhibit B**.
- B. The Grantee shall be responsible for administering the "Bu-Gata Outreach Project" in a manner satisfactory to the County Staff and consistent with any standards required as a condition of providing the County Grant Funds.
- C. The Grantee's administration of the "Bu-Gata Outreach Project" shall be subject to review and approval by the Arlington County CPHD Housing Services Chief.

III. **PERFORMANCE MONITORING**

The Arlington County CPHD Housing Services Chief will monitor the performance of the Grantee against the goals and performance standards using the program performance measures described in the Program Evaluation form attached hereto as **Exhibit C**. Substandard performance as determined by the County Staff will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the County Staff, this Agreement shall be terminated.

IV. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of July, 2018 and end on the 30th day of June, 2019. Subject to written authorization by the County Manager, the term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of County Grant Funds.

Any such County Grant Funds not properly expended as of June 30, 2019, shall be returned to or retained by the County Board on or before August 1, 2019.

V. GENERAL CONDITIONS

- A. “Independent Contractor”.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Grantee shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The County Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Grantee is an independent contractor.
- B. Hold Harmless.** The Grantee shall indemnify, defend and hold the County Board and its respective officers, employees, agents, successors and assigns harmless from and against: (1) any and all claims, liabilities and losses whatsoever (together with any expenses related thereto, including but not limited to, damages, court costs and attorney’s fees) occurring to or resulting from any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and (2) any and all claims, liabilities and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Grantee’s performance or nonperformance called for in this Agreement. “Grantee’s performance” includes Grantee’s action or inaction and the action or inaction of Grantee’s officers, employees, agents, contractors, and subcontractors. The provision of this Section V.B. shall survive the expiration or termination of this Agreement.
- C. Workers’ Compensation.** If applicable, the Grantee shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- D. Insurance & Bonding.** The Grantee shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County Board.
- E. Conflict of Interest.** No member of the County Board or any employee of Arlington County shall be admitted to any share or part of this Agreement or to any pecuniary benefit that may arise therefrom.

F. Amendments.

- 1) The County Manager or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County Board. Such amendments shall not invalidate this Agreement, nor relieve or release the County Board or Grantee from its obligations under this Agreement.
- 2) The County Staff may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County Board and Grantee.

G. Suspension or Termination. The County Board may suspend or terminate this Agreement if the Grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- 2) Ineffective or improper use of County Grant Funds provided under this Agreement; or
- 3) Submission by the Grantee to the County Staff of reports that are incorrect or incomplete in any material respect.

In addition, this Agreement may also be terminated for convenience by either the County Board or the Grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County Board determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County Board may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management. The Grantee covenants and agrees to relate financial data to performance data and develop unit cost information whenever practical. The Grantee's financial management systems shall provide for the following:

- 1) Accurate, current and complete disclosure of the financial results of each Arlington County-sponsored project or program.

- 2) Effective control over and accountability for all County Grant Funds, property and other assets. Grantee shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
- 3) Accounting records including cost accounting records that are supported by source documentation.

B. Documentation and Record Keeping.

- 1) *Records to be Maintained.* The Grantee shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to records which provide a full description of each activity undertaken.
- 2) *Retention.* The Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement, including but not limited to client data, for a period of at least four (4) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- 3) *Client Data.* The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County Staff or their designees for review upon request.
- 4) *Disclosure.* The Grantee understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County Board's or Grantee's responsibilities with respect to services provided under this Agreement, is prohibited by the Virginia Freedom of Information Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- 5) *Audits and Inspections.* All Grantee records with respect to any matters covered by this Agreement shall be made available to the County Staff or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Grantee

hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Grantee audits.

C. Reporting and Payment Procedures.

- 1) *Payment Procedures.* The County Board will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the County Staff in accordance with advance fund and program income balances available in Grantee accounts. In addition, the County Board reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of the Grantee.
- 2) *Progress Reports.* The Grantee shall submit regular Progress Reports to the County Staff in the form, content, and frequency as required by the County Staff.

VII. MISCELLANEOUS PROVISIONS

A. Notices, Demands, and Communications Between the Parties. Formal notices, demands, and communications between the Grantee and the County Board and County Staff shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (c) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (d) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the County: CPHD – Housing Division
2100 Clarendon Boulevard, Suite 700
Arlington, Virginia 22201
Attn: David Cristeal
Email: dcristeal@ArlingtonVA.US

With a Copy to: Office of the Arlington County Attorney
2100 Clarendon Blvd, Suite 403
Arlington, Virginia 22201
Attn: Brenda A. Heffernan, Assistant County Attorney
Fax: (703) 228-7106
Email: bheffernan@ArlingtonVA.US

To the Grantee: Bu-Gata
P.O. Box 3824
Arlington, Virginia 22203
Attn: Willians Silva, President
Fax: 202-265-1897.
Email: bugata.info@gmail.com

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

- B. Relationship of Parties.** The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties as grantor and grantee and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to this Agreement.
- C. Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.
- D. Non-Liability of Officials, Employees and Agents.** No member, official, employee or agent of the County Board shall be personally liable to the Grantee in the event of any default or breach by the County Board or for any amount which may become due to the Grantee or its successors or assigns or on any obligation under the terms of this Agreement.
- E. No Third-Party Beneficiaries.** No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.

- F. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.
- G. Governing Law.** This Agreement be construed in accordance with and governed by the laws of the Commonwealth of Virginia. The parties consent to the jurisdiction and venue of the courts of the Circuit Court for the County of Arlington, Virginia.
- H. Remedies.** All remedies available to the County Board under this Agreement are cumulative and no remedy hereunder shall be exclusive of any other remedy available to the County Board at law or in equity.
- I. Liability of the County.** The County Board, by the acceptance and performance of this Agreement does not assume any liability, and the Grantee hereby releases the County Board and any of its individual agents or employees from any such liability, and no claim shall be made by the Grantee upon the County Board or such employees or agents for or on account of any matter or thing.
- J. Entire Agreement, Waivers and Amendments.** This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to the County Grant Funds. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties. The County Board's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the County Board to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- K. Time of the Essence.** Time is of the essence in the performance of this Agreement.
- L. Language Construction.** The language of each and all paragraphs, terms and/or provisions of this Agreement, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to

the identity or status of any person or persons who drafted all or any portion of this Agreement.

M. Section 8.15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be original, and such counterparts shall constitute one and the same instrument.

N. No Waiver of Sovereign Immunity by County. Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by County Board pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the County's elected and appointed officials, officers and employees.

THE SIGNATURE(S) OF THE PERSON(S) EXECUTING THIS ARLINGTON COUNTY GENERAL FUND GRANT AGREEMENT ON BEHALF OF THE GRANTEE AND THE COUNTY BOARD ARE SET FORTH ON THE EXECUTION PAGE(S) IMMEDIATELY FOLLOWING THIS PAGE.

IN WITNESS WHEREOF, the County Board of Arlington County, Virginia and Bu-Gata have each executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first written above.

Approved as to form:

**THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA**, a
body politic

County Attorney

By: _____
Mark Schwartz, County Manager

BU-GATA, a Virginia non-stock
corporation, as Grantee

By: _____
Willians Silva, President

**EXHIBIT A
LINE ITEM BUDGET**

BU-GATA Line Item Budget for the Tenant Outreach Program

	General Funds
Personnel and Fringe Expenses	
Coordinator	\$40,000
Operating Expenses	
Stipends (Promotoras stipend, transportation expenses/phone reimbursement as needed for Promotoras)	\$5,000
Office supplies, phone, copying	\$1,500
Translation /Facilitation	\$500
Indirect Costs	
Administrative	\$3,000
TOTAL GENERAL FUNDS	\$50,000

STAFFING

<u>Name / Title</u>	<u>Time Commitments</u>
Nory Flores, Coordinator	Full time

Any changes in the Key Personnel assigned or their general responsibilities under this project are subject to the prior approval of the County Staff.

Any indirect costs charged must be consistent with the conditions of this Agreement. In addition, the County Staff may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County Staff. Any amendments to the above Line Item budget must be approved in writing by both the County Staff and the Subrecipient.

EXHIBIT B
SCOPE OF SERVICES

BU-GATA – Scope of Services for the Tenant Outreach Program

A. PROGRAM OBJECTIVE:

Provide outreach services with a focus on leadership development for the low-income immigrant population

1. Build a neighborhood social network that educates, empowers and unites under-engaged residents.
2. Use existing neighborhood leaders to reach isolated residents as a strategy for improving community engagement.
3. Identify barriers faced by Latinos and other immigrants to accessing County and partners' services, and develop and implement strategies for reducing barriers.
4. Work with low-income Latinos and other renters to participate actively in ensuring the implementation of the Affordable Housing Master Plan.
5. Provide guidance in federal immigration initiatives and citizenship procedures.

B. STRATEGIES:

1. Work with four bilingual community residents “promotoras” and County staff to conduct five workshops educating tenants about available services and programs.
2. Provide one-on-one outreach to 300 households, informing them of available services and programs and facilitating access to services.
3. Develop a systematic way, such as “immigrant integration scorecard” that measures how immigrants in Arlington are valued as contributors to the community

**EXHIBIT C
PROGRAM EVALUATION FORM**

BU-GATA – PROGRAM EVALUATION FORM for the Tenant Outreach Program

PROGRAM: Tenant Outreach Program
ALLOCATION: \$50,000 County General Fund
IMPLEMENTING AGENCY: BU-GATA
GRANT YEAR: FY 2019
CD STAFF: Caitlin Jones
EVALUATION PERIOD: July 1, 2018-June 30, 2019

C. PROGRAM OBJECTIVE:

Provide outreach services with a focus on leadership development for the low-income immigrant population

1. Build a neighborhood social network that educates, empowers and unites under-engaged residents.
2. Use existing neighborhood leaders to reach isolated residents as a strategy for improving community engagement.
3. Identify barriers faced by Latinos and other immigrants to accessing County and partners services, and develop and implement strategies for reducing barriers.
4. Work with low-income Latinos and other renters to participate actively in ensuring the implementation of the Affordable Housing Master Plan.
5. Provide guidance in federal immigration initiatives and citizenship procedures.

D. STRATEGIES:

1. Work with four bilingual community residents “promotoras” and County staff to conduct five workshops educating tenants about available services and programs.
2. Provide one-on-one outreach to 300 households, informing them of available services and programs and facilitating access to services.
3. Develop a systematic way, such as “immigrant integration scorecard” that measures how immigrants in Arlington are valued as contributors to the community

E. PERFORMANCE MEASURES

KEY INDICATORS	EXEPECTED	YTD	ACTUAL / FINAL
1. Additional bilingual community resident ‘promotoras’ trained to partner with the BU-GATA and County to deliver information on services and programs	3		
2. Number of workshops held to educate limited English-speaking tenants about available services and programs; number of participants educated	5/50		

**EXHIBIT C
PROGRAM EVALUATION FORM**

- 3. Number of limited English-speaking tenants who take advantage of services and programs they learned about at a BU-GATA-hosted workshop 40
- 4. Number of door-to-door outreach campaigns conducted by BU-GATA promotoras or staff 2
- 5. Number of successful referrals from one BU-GATA tenant to another prospective tenant about BU-GATA services (to count, the referral must participate in a workshop, event, or reach out to BU-GATA staff / promotora) 30

RACE AND ETHNICITY TABLE:

Race	Year to Date Number non-Hispanic	Year to Date Number Hispanic	Year to Date Total Served
1. White			
2. Black/African American			
3. Asian			
4. American Indian/Alaskan Native			
5. Native Hawaiian/Other Pacific Islander			
6. American Indian/Alaskan Native & White			
7. Asian & White			
8. Black/African American & White			
9. American Indian/Alaskan Native & Black/African American			
10. Other Multiracial			
TOTAL NUMBER ASSISTED** (indicate persons or households)			
FEMALE HEADED HOUSEHOLD			

INCOME TABLE:

Income Level	Year to Date Number*
High Income (over 80% of median)	
Moderate Income (67-80% of median)	
Low Income (51-67% of median)	
Very Low Income (0-50% of median)	
TOTAL NUMBER ASSISTED* (indicate persons or households)	

*These totals should be the same

**EXHIBIT C
PROGRAM EVALUATION FORM**

For year end, dollar amount of funds leveraged from sources other than Arlington County:

Other Federal Funds Leveraged	
State Funds Leveraged	
Local Funds Leveraged	
Private Funds Leveraged	
TOTAL FUNDS LEVERAGED	

For CPHD Housing Division Staff Use Only:

I. Analysis:

II. Recommendations:

III. Actions Taken:

**ARLINGTON COUNTY, VIRGINIA
GENERAL FUND GRANT AGREEMENT**

THIS GENERAL FUND GRANT AGREEMENT (this “**Agreement**”) is entered into this 1st day of July, 2018 by and between **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic (the “**County Board**”), acting through its County Attorney, County Manager, Director of the CPHD Housing Division, and the CPHD Housing Division Associate Planner (the “**County Staff**”) and the **SHIRLINGTON EMPLOYMENT AND EDUCATION CENTER**, a Virginia non-stock corporation (the “**Grantee**”) (the County Board and the Grantee each a “**Party**” and collectively the “**Parties**”).

RECITALS

WHEREAS, the Grantee is a community-based nonprofit organization whose primary mission is to provide employment services to day laborers in a safe and secure environment in the Nauck community of Arlington County, Virginia; and

WHEREAS, on April 21, 2018, the County Board approved the Arlington County Fiscal Year 2019 County Budget and authorized the County Manager to, among other things, provide a funding grant to support the Grantee in its efforts to serve the day laborer community in Arlington County; and

WHEREAS, the County Board desires to convey to the Grantee certain general funds in an amount of up to Two Hundred Twenty-Two Thousand Five Hundred Fifty and 00/100 Dollars \$222,550.00 (“**County Grant Funds**”) for activities and programs as further described below, and the Grantee desires to accept the County Grant Funds for such activities and programs, subject to the terms and conditions of this Agreement, as set forth below.

NOW, THEREFORE, IN CONSIDERATION of the foregoing and the following covenants, warranties and agreements of the Parties hereto, as are hereinafter set forth, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged by each Party hereto, the Parties hereby agree as follows:

TERMS OF AGREEMENT

I. ALLOCATION OF GENERAL FUND COUNTY GRANT FUNDS

- A.** It is expressly agreed and understood that the County Board is making available to the Grantee certain County Grant Funds in the amount of up to Two Hundred Twenty-Two Thousand Five Hundred Fifty and 00/100 Dollars (\$222,550.00). Drawdowns for the payment of eligible expenses shall be made against the line item budgets attached hereto as **Exhibit A** (the “**Line Item Budget**”) and in accordance with performance.

- B.** The Grantee covenants and agrees that all expenditures of County Grant Funds shall be for uses permissible under all federal, state, and local laws and regulations governing the use of Arlington County general funds and that all County Grant Funds disbursed pursuant to this Agreement shall be expended strictly in accordance with the Line-Item Budget.
- C.** All County Grant Funds for payments by the County Board under this Agreement are subject to the availability of an annual appropriation for this purpose by the County Board.
- D.** The Grantee is obligated to take one of the following actions within seven (7) days after receipt of amounts paid to the Grantee by the County Board for work performed by any subcontractor under this Agreement:
 - 1) Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or
 - 2) Notify the County Staff and the subcontractor, in writing, of the Grantee's intention to withhold all or a part of the subcontractor's payment, with an explanation for the nonpayment.

II. SCOPE OF SERVICE

- A.** The Grantee covenants and agrees to use or cause to be used all of the County Grant Funds disbursed under this Agreement in the support of the Shirlington Employment and Education Center by providing the services as outlined in the Scope of Services attached hereto as **Exhibit B**.
- B.** The Grantee shall be responsible for administering the Shirlington Employment and Education Center in a manner satisfactory to the County Staff and consistent with any standards required as a condition of providing the County Grant Funds.
- C.** The Grantee's administration of the Shirlington Employment and Education Center shall be subject to review and approval by the County Staff.

III. PERFORMANCE MONITORING

The County Staff will monitor the performance of the Grantee against the goals and performance standards using the program performance measures described in the Program Evaluation form attached hereto as **Exhibit C**. Substandard performance as determined by the County Staff will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the County Staff, this Agreement shall be terminated.

IV. TIME OF PERFORMANCE

Services of the Grantee shall start on the 1st day of July, 2018 and end on the 30th day of June 30, 2019. Subject to written authorization by the County Manager, the term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Grantee remains in control of County Grant Funds.

Any such County Grant Funds not properly expended as of June 30, 2019, shall be returned to or retained by the County Board on or before August 1, 2019.

V. GENERAL CONDITIONS

- A. “Independent Contractor”.** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the Parties. The Grantee shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The County Board shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Grantee is an independent contractor.
- B. Hold Harmless.** The Grantee shall indemnify, defend and hold the County Board and its respective officers, employees, agents, successors and assigns harmless from and against: (1) any and all claims, liabilities and losses whatsoever (together with any expenses related thereto, including but not limited to, damages, court costs and attorney’s fees) occurring to or resulting from any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and (2) any and all claims, liabilities and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the Grantee’s performance or nonperformance called for in this Agreement. “Grantee’s performance” includes Grantee’s action or inaction and the action or inaction of Grantee’s officers, employees, agents, contractors, and subcontractors. The provision of this Section V.B. shall survive the expiration or termination of this Agreement.
- C. Workers’ Compensation.** If applicable, the Grantee shall provide Workers’ Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.
- D. Insurance & Bonding.** The Grantee shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County Board.

E. Conflict of Interest. No member of the County Board or any employee of Arlington County shall be admitted to any share or part of this Agreement or to any pecuniary benefit that may arise therefrom.

F. Amendments.

- 1) The County Manager or Grantee may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the County Board. Such amendments shall not invalidate this Agreement, nor relieve or release the County Board or Grantee from its obligations under this Agreement.
- 2) The County Staff may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County Board and Grantee.

G. Suspension or Termination. The County Board may suspend or terminate this Agreement if the Grantee materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- 1) Failure, for any reason, of the Grantee to fulfill in a timely and proper manner its obligations under this Agreement;
- 2) Ineffective or improper use of County Grant Funds provided under this Agreement; or
- 3) Submission by the Grantee to the County Staff of reports that are incorrect or incomplete in any material respect.

In addition, this Agreement may also be terminated for convenience by either the County Board or the Grantee, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the County Board determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the County Board may terminate the award in its entirety.

VI. ADMINISTRATIVE REQUIREMENTS

A. Financial Management. The Grantee covenants and agrees to relate financial data to performance data and develop unit cost information whenever practical. The Grantee's financial management systems shall provide for the following:

- 1) Accurate, current and complete disclosure of the financial results of each Arlington County-sponsored project or program.
- 2) Effective control over and accountability for all County Grant Funds, property and other assets. Grantee shall adequately safeguard all such assets and assure they are used solely for authorized purposes.
- 3) Accounting records including cost accounting records that are supported by source documentation.

B. Documentation and Record Keeping.

- 1) *Records to be Maintained.* The Grantee shall maintain all records that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to records which provide a full description of each activity undertaken.
- 2) *Retention.* The Grantee shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement, including but not limited to client data, for a period of at least four (4) years. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.
- 3) *Client Data.* The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County Staff or their designees for review upon request.
- 4) *Disclosure.* The Grantee understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County Board's or Grantee's responsibilities with respect to services provided under this Agreement, is prohibited by the Virginia Freedom of Information Act unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

- 5) *Audits and Inspections.* All Grantee records with respect to any matters covered by this Agreement shall be made available to the County Staff or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Grantee hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Grantee audits.

C. Reporting and Payment Procedures.

- 1) *Payment Procedures.* The County Board will pay to the Grantee funds available under this Agreement based upon information submitted by the Grantee and consistent with any approved budget and County policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the County Staff in accordance with advance fund and program income balances available in Grantee accounts. In addition, the County Board reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of the Grantee.
- 2) *Progress Reports.* The Grantee shall submit regular Progress Reports to the County Staff in the form, content, and frequency as required by the County Staff.

VII. MISCELLANEOUS PROVISIONS

- A. Notices, Demands, and Communications Between the Parties.** Formal notices, demands, and communications between the Grantee and the County Board and County Staff shall be given either by (a) personal service, (b) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, (c) mailing utilizing a certified or first class mail postage prepaid service of the United States Postal Service that provides a receipt showing date and time of delivery, or (d) delivery by facsimile or electronic mail (email) with transmittal confirmation and confirmation of delivery, addressed to:

To the County: CPHD – Housing Division
2100 Clarendon Boulevard, Suite 700
Arlington, Virginia 22201
Attn: David Cristeal
Email: dcristeal@ArlingtonVA.US

With a Copy to: Office of the Arlington County Attorney
2100 Clarendon Blvd, Suite 403
Arlington, Virginia 22201
Attn: Brenda Heffernan, Assistant County Attorney
Fax: (703) 228-7106
Email: BHeffernan@ArlingtonVA.US

To the Grantee: Shirlington Employment and Education Center
P.O. Box 6435
Arlington, Virginia 22206
Attn: Andres Tobar, Executive Director
Fax: 703-933-1127
Email: andrestobar45@gmail.com

Notices personally delivered or delivered by document delivery service shall be deemed effective upon receipt. Notices mailed shall be deemed effective on the second business day following deposit in the United States mail. Notices delivered by facsimile or email shall be deemed effective the next business day, not less than 24 hours, following the date of transmittal and confirmation of delivery to the intended recipient. Such written notices, demands, and communications shall be sent in the same manner to such other addresses as any Party may from time to time designate in writing.

- B. Relationship of Parties.** The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties as grantor and grantee and no relationship of partnership, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to this Agreement.
- C. Interpretation.** The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against any Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. The Section headings are for purposes of convenience only, and shall not be construed to limit or extend the meaning of this Agreement.

- D. Non-Liability of Officials, Employees and Agents.** No member, official, employee or agent of the County Board shall be personally liable to the Grantee in the event of any default or breach by the County Board or for any amount which may become due to the Grantee or its successors or assigns or on any obligation under the terms of this Agreement.
- E. No Third-Party Beneficiaries.** No provision of this Agreement shall be construed to confer any rights upon any person or entity who is not a Party hereto, whether a third-party beneficiary or otherwise.
- F. Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. In the event that all or any portion of this Agreement is found to be unenforceable, this Agreement or that portion which is found to be unenforceable shall be deemed to be a statement of intention by the Parties; and the Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to comply with such procedures or requirements as may be necessary in order to make valid this Agreement or that portion which is found to be unenforceable.
- G. Governing Law.** This Agreement be construed in accordance with and governed by the laws of the Commonwealth of Virginia. The parties consent to the jurisdiction and venue of the courts of the Circuit Court for the County of Arlington, Virginia.
- H. Remedies.** All remedies available to the County Board under this Agreement are cumulative and no remedy hereunder shall be exclusive of any other remedy available to the County Board at law or in equity.
- I. Liability of the County.** The County Board, by the acceptance and performance of this Agreement does not assume any liability, and the Grantee hereby releases the County Board and any of its individual agents or employees from any such liability, and no claim shall be made by the Grantee upon the County Board or such employees or agents for or on account of any matter or thing.
- J. Entire Agreement, Waivers and Amendments.** This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the Parties with respect to the County Grant Funds. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the Parties. The County Board's failure to act with respect to a breach by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the County Board to exercise or

enforce any right or provision shall not constitute a waiver of such right or provision.

- K. Time of the Essence.** Time is of the essence in the performance of this Agreement.
- L. Language Construction.** The language of each and all paragraphs, terms and/or provisions of this Agreement, shall in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for or against any Party and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.
- M. Section 8.15. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be original, and such counterparts shall constitute one and the same instrument.
- N. No Waiver of Sovereign Immunity by County.** Notwithstanding any other provisions of this Agreement to the contrary, nothing in this Agreement nor any action taken by County Board pursuant to this Agreement nor any document which arises out of this Agreement shall constitute or be construed as a waiver of either the sovereign immunity or governmental immunity of the County's elected and appointed officials, officers and employees.

THE SIGNATURE(S) OF THE PERSON(S) EXECUTING THIS ARLINGTON COUNTY GENERAL FUND GRANT AGREEMENT ON BEHALF OF THE GRANTEE AND THE COUNTY BOARD ARE SET FORTH ON THE EXECUTION PAGE(S) IMMEDIATELY FOLLOWING THIS PAGE.

IN WITNESS WHEREOF, the County Board and the Shirlington Employment and Education Center have each executed, or caused to be duly executed, this Agreement under seal in duplicate, in the name and behalf of each of them (acting individually or by their respective officers or appropriate legal representatives, as the case may be, thereunto duly authorized) as of the day and year first written above.

Approved as to form:

**THE COUNTY BOARD OF
ARLINGTON COUNTY, VIRGINIA**, a
body politic

County Attorney

By: _____
Mark Schwartz, County Manager

**SHIRLINGTON EMPLOYMENT AND
EDUCATION CENTER**, a Virginia non-
stock corporation, as Grantee

By: _____
Andres Tobar, Executive Director

**EXHIBIT A
PROJECT BUDGET**

**BUDGET FOR SHIRLINGTON EMPLOYMENT AND EDUCATION CENTER
(SEEC)
FY 2019 – GENERAL FUNDS**

	General Funds
Consultant Services	
Accounting Service	\$4,800
Green Housecleaning Consultant	\$2,000
Personnel and Fringe Expenses	
Andres Tobar, Executive Director	\$58,300
Melvin Cabrera, Pavilion Coordinator	\$35,360
David Benavides, Office Manager / Employment Specialist	\$38,896
Wilfredo Bohorquez, Employment Specialist	\$28,080
Part Time, Employment Specialist	\$6,014
Fringe Benefits – Employer Social Security benefits	Health \$13,000 \$6,000
Operating Expenses	
Rent, Utilities and custodial at AFAC 2706 S. Nelson St. Arlington	\$22,600
Phone and internet service	SEEC \$3,000
Audit	\$3,500
Travel Costs	
Local Travel	\$1,000
TOTAL GENERAL FUNDS	\$222,550

STAFFING

<u>Name / Title</u>	<u>Time Commitments</u>
Andres Tobar, Executive Director	100%
Melvin Cabrera, Pavilion Coordinator	100%
David Benavides, Office Manager/Employment Spec	100%
Wilfredo Bohorquez, Employment Specialist	90%
Part Time Pavilion Coordinator	20%

Any indirect costs charged must be consistent with the conditions of this Agreement. In addition, the County Staff may require a more detailed budget breakdown than the one contained herein, and the Grantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the County Staff. Any amendments to the above Line Item budget must be approved in writing by both the County Staff and the Grantee.

**EXHIBIT B
SCOPE OF SERVICES**

**SCOPE OF SERVICES FOR SHIRLINGTON EMPLOYMENT AND EDUCATION
CENTER (SEEC)**

A. HOUSING AND COMMUNITY DEVELOPMENT OBJECTIVE:

- Provide job training and skills development opportunities
- Reduce barriers to unemployment
- Prevent households from becoming homeless
- Provide technical assistance and referrals

B. PROGRAM OBJECTIVE:

- 1) To help day laborers and other community residents to gain substantive employment on an extended or permanent basis, in order to reduce the number of workers seeking short term employment at SEEC or the Jobs Pavilion;
- 2) To assist employers seeking day laborers by matching them with the best qualified workers;
- 3) To work with the Legal Aid Justice Center to train and educate day laborers on their rights as workers and how to properly document the amount of hours worked to help them collect unpaid wages; and

C. STRATEGIES:

1. Work with and for day laborers, the unemployed, and the underemployed to secure needed employment, education, and social services in a warm and secure environment, significantly increasing the number of day laborers and workers using SEEC.
2. Increase the number of employers, including contractors, businesses, and homeowners, using SEEC to hire day laborers through regular targeted outreach efforts such as mailings, phone calls, and special meetings.
3. Develop and implement specific strategies for incrementally decreasing the number of day laborers gathered at unsupervised locations, measuring progress monthly, and making mid-course changes to approaches to improve effectiveness.
4. To promote community development by including community residents in SEEC's activities and communication of its success.
5. Provide regular written or verbal updates on the status of activities occurring at SEEC to stakeholder groups including the Nauck Civic Association, area churches, and area businesses in the Nauck community. Attend organization meetings to provide updates to other stakeholder groups as requested and as staff time permits.
6. Conduct regular assessments of conditions at the Jobs Pavilion, and the day laborers and employers utilizing the site at specific points in time to better gauge the levels of activity at the Jobs Pavilion, and SEEC program impact.

Coordinate with the faith community willing to provide 50 bag lunches four days a week to the day laborers. For many laborers this is the only nourishment they receive on a given day. To date 10 churches are participating.

**EXHIBIT C
PROGRAM EVALUATION FORM**

**PROGRAM EVALUATION FOR SHIRLINGTON EMPLOYMENT AND
EDUCATION CENTER (SEEC)**

PROGRAM: Day Laborers Project
ALLOCATION: \$222,550 County General Fund
IMPLEMENTING AGENCY: Shirlington Employment and Education Center (SEEC)
GRANT YEAR: FY 2019
CD STAFF: Caitlin Jones
EVALUATION PERIOD: July 1, 2018-June 30, 2019

D. HOUSING AND COMMUNITY DEVELOPMENT OBJECTIVE:

- Provide job training and skills development opportunities
- Reduce barriers to unemployment
- Prevent households from becoming homeless
- Provide technical assistance and referrals

E. PROGRAM OBJECTIVE:

- 4) To help day laborers and other community residents to gain substantive employment on an extended or permanent basis, in order to reduce the number of workers seeking short term employment at SEEC or the Jobs Pavilion;
- 5) To assist employers seeking day laborers by matching them with the best qualified workers;
- 6) To work with the Legal Aid Justice Center to train and educate day laborers on their rights as workers and how to properly document the amount of hours worked to help them collect unpaid wages; and

F. STRATEGIES:

7. Work with and for day laborers, the unemployed, and the underemployed to secure needed employment, education, and social services in a warm and secure environment, significantly increasing the number of day laborers and workers using SEEC.
8. Increase the number of employers, including contractors, businesses, and homeowners, using SEEC to hire day laborers through regular targeted outreach efforts such as mailings, phone calls, and special meetings.
9. Develop and implement specific strategies for incrementally decreasing the number of day laborers gathered at unsupervised locations, measuring progress monthly, and making mid-course changes to approaches to improve effectiveness.
10. To promote community development by including community residents in SEEC's activities and communication of its success.
11. Provide regular written or verbal updates on the status of activities occurring at SEEC to stakeholder groups including the Nauck Civic Association, area churches, and area businesses in the Nauck community. Attend organization meetings to provide updates to other stakeholder groups as requested and as staff time permits.
12. Conduct regular assessments of conditions at the Jobs Pavilion, and the day laborers and employers utilizing the site at specific points in time to better gauge the levels of activity at the Jobs Pavilion, and SEEC program impact.
13. Coordinate with the faith community willing to provide 50 bag lunches four days a week to the day laborers. For many laborers this is the only nourishment they receive on a given day. To date 10 churches are participating.

**EXHIBIT C
PROGRAM EVALUATION FORM**

G. PERFORMANCE MEASURES

KEY INDICATORS	EXPECTED	YTD	ACTUAL
1. Number of workers registered per month	100		
2. Number of workers placed in jobs per month (workers may be duplicated)	100		
3. Number of persons to receive GREEN housecleaning skills training per month	3		
4. Number of workers finding permanent employment per month	2		
5. Number of new employees registered per month	10		
6. Number of employers seeking workers per month	20		

**EXHIBIT C
PROGRAM EVALUATION FORM**

RACE AND ETHNICITY TABLE:

Race	Year to Date Number non-Hispanic	Year to Date Number Hispanic	Year to Date Total Served
1. White			
2. Black/African American			
3. Asian			
4. American Indian/Alaskan Native			
5. Native Hawaiian/Other Pacific Islander			
6. American Indian/Alaskan Native & White			
7. Asian & White			
8. Black/African American & White			
9. American Indian/Alaskan Native & Black/African American			
10. Other Multiracial			
TOTAL NUMBER ASSISTED** (indicate persons or households)			
FEMALE HEADED HOUSEHOLD			

INCOME TABLE:

Income Level	Year to Date Number*
High Income (over 80% of median)	
Moderate Income (67-80% of median)	
Low Income (51-67% of median)	
Very Low Income (0-50% of median)	
TOTAL NUMBER ASSISTED* (indicate persons or households)	

*These totals should be the same

For year end, dollar amount of funds leveraged from sources other than CDBG:

Other Federal Funds Leveraged	
State Funds Leveraged	
Local Funds Leveraged	
Private Funds Leveraged	
TOTAL FUNDS LEVERAGED	

For CD staff only

I. ANALYSIS

II. RECOMMENDATIONS

III. ACTIONS TAKEN