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

THIS GENERAL FUND GRANT AGREEMENT (this “Agreement”) is entered into this _____, 2025 by and between **THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA**, a body politic (the “County Board”), acting through its County Attorney, County Manager, Division Chief of the Community Planning, Housing & Development (CPHD) Neighborhood Services Division, and the CPHD Neighborhood Services Division (NSD) Associate Planner (the “County Staff”) and the **(PENROSE NEIGHBORHOOD ASSOCIATION)**, 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 organization and/or Civic or Community Association with 501(c)3 or (c) 4 status and has a focus on the residents in the **(PENROSE)** section of Arlington County, Virginia; and

WHEREAS, on, April 22, 2023, the County Board adopted the FY 2024 Budget and on April 20, 2024, the County Board adopted the FY 2025 Budget; and

WHEREAS, on November 16, 2024, the County Board adopted the FY 2024 County Government Appropriation Resolution and amended the FY 2025 County Budget appropriating and allocation \$150,000 in general funds for an Equity Demonstration Project in the County Manager’s non departmental budget; and .

WHEREAS,CPHD-NSD desires to use up to \$20,000 of the Equity Demonstration Project funds for the continuation of the Neighborhood Mini Grant (NMG)- to provide grants to eligible neighborhood/community-based organizations and Civic Associations for Equity Demonstration Projects; and

WHEREAS, the Equity Demonstration Projects will advance the County’s racial equity goals in neighborhoods along with the promotion of diversity, equity, and inclusion. Examples of eligible projects including but not limited to Community events, community gardens/beautification, neighborhood clean ups, community engagement/outreach to encourage and promote resident involvement in community efforts/activities, educational opportunities, health, public safety related activities, along with small-scale projects that encourage volunteerism and community building; and

WHEREAS, the County Board desires to authorize the County Manager or his designee to convey to the selected Grantee certain general funds in an amount of **One Thousand and 00/100 Dollars (\$1,000.00)** (“County Grant Funds”) per award 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 **One Thousand and 00/100 Dollars (\$1,000.00)**.
- 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 Project 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 County Board will authorize the County Manager or his designee to disburse County Grant Funds after the following have been completed: (1) Parties have signed this Agreement ("Execution Date"); (2) Grantee has submitted the required financial forms as outlined in the application; (3) the County has confirmed that the Grantee is current on Arlington County taxes as of December 31, 2024; and 4) the Grantee has submitted all receipts and documentation for eligible items by which they are seeking reimbursement.
- E. The Grantee is obligated to submit all receipts for eligible activities within ten (10) business days after the completion of the project to the County Manager or his designee for work/activities performed under this Agreement:

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 residents of the (Civic Association area) by providing the activities outlined in the attached **Neighborhood Mini Grant (NMG) Application (Exhibit A)**. The Grantee covenants and agrees that all expenditures of County Grant Funds under the NMG 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 dispersed pursuant to this Agreement shall be expended strictly in accordance with the Line Item Budget as outlined in the NMG Application Form under **Project Budget**.
- B. The Grantee shall be responsible for administering the grant 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 NMG shall be subject to review and approval by the County Staff.
- D. The Grantee will not discriminate against any individual with regard to employment or participating or in in any other manner for reasons of race, color, religion, gender or gender identification, sexual identity, pregnancy, childbirth or related medical conditions, national origin, age, marital status, disability, or any other characteristic that is protected by local, state, or federal law.
- E. The Grantee will not offer to provide money, gifts, or any other things of value directly or indirectly to anyone in order to improperly influence any act or decision relating to the County.
- F. The Grantee will not use County Grant Funds to influence the outcome of any election for public office, to carry out any voter registration drive, to support lobbying activities, or to otherwise support attempts to influence legislation.

III. **PERFORMANCE MONITORING AND REPORTING**

The County Staff will monitor the performance of the Grantee against the approved **Project Description, Project Schedule, Project Budget** and at the completion of the project with the submission of the **Final Report** as outlined in the NMG Application. Performance that fails to meet Program Evaluation standards 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 date of the Grant Agreement is executed and end on DATE IN APPLICATION. All documents and reimbursement receipts must be received within ten (10) business days after the completion of the event/activity. All activities must be completed and documents/receipts submitted by the by June 30, 2026, to allow time for processing. 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, 2026, shall be returned to or retained by the County Board on or before August 1st, 2026.

V. **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 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 five-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) *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.

- D. *Final Reports.* The Grantee shall submit a final report summarizing the event/activity/project and how it met the goals and objectives under the Project Description including how the activity furthered the County's commitment to racial equity, diversity and inclusion. This information must be submitted within ten(10) business days following the conclusion of the activity.

VI. **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. This provision 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. This includes 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 as outlined in **Special Events Insurance Requirements (Exhibit B)** or as directed by the Office of the Risk Manager of Arlington County.
- 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 or their designee 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, upon written notification, setting forth the reasons and conditions for such termination, including 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.

H. 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 – Neighborhood Services Division
2100 Clarendon Boulevard, Suite 700
Arlington, Virginia 22201
Attn: Chikwe C. Njoku
Email: cnjoku@arlingtonva.us

With a Copy to:

Office of the Arlington County Attorney
2100 Clarendon Blvd, Suite 403
Arlington, Virginia 22201
Attn: Lauren Maxey, Assistant County Attorney
Fax: (703) 228-7106
Email: lemaxey@arlingtonva.us

To the Grantee:

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.

- I. **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.
- J. **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.
- K. **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.
- L. **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.
- M. **Assignment.** Grantee may not assign or transfer by operation of law or court order any of grantee's rights or obligations under this Agreement without the County's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.
- N. **Force Majeure.** No Party will be held responsible for failing to perform its responsibilities under this Agreement if the failure results from any act of nature, public health emergency, or other cause that is beyond the reasonable control of the Party and that makes performance impossible or illegal.
- O. **Dispute Resolution.** In the event that an issue regarding or arising under this Agreement cannot be resolved by the parties, the issue will be brought to the County Manager for a final decision.
- P. **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.
- Q. **Governing Law.** This Agreement shall 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.

- R. **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.
- S. **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.
- T. **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.
- U. **Time of the Essence.** Time is of the essence in the performance of this Agreement.
- V. **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.
- W. **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.
- X. **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 **PENROSE NEIGHBORHOOD ASSOCIATION** 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.

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

By: Mark Schwartz
Mark Schwartz, County Manager

ACKNOWLEDGMENT

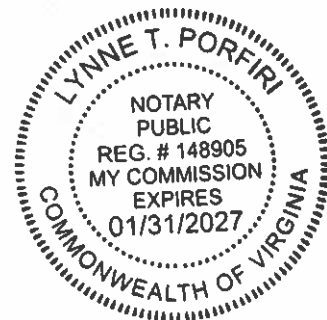
COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

On this the 18th day of September, 2025, 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.

Lynne T. Porfiri
Notary Public

My Commission Expires: 1/31/2027



PENROSE NEIGHBORHOOD ASSOCIATION

a Virginia non-stock corporation, as Grantee

By: Alexander Gregory Sales (President)
Grantee (Penrose Neighborhood Association)

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
COUNTY ARLINGTON

On this the 9th day of September, 2025, before me, personally appeared Alex Sales, who acknowledged himself to be A Sales of Arlington in the above instrument, and that he, as President, being authorized so to do/ executed the foregoing instrument for the purposes therein contained, by signing the name of Penrose Neighborhood Ass., by himself as President of Penrose Neighborhood Ass.

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

Janet B. Dom
Notary Public

My Commission Expires: _____

Notary Public, Virginia
Janet B. Dom
Registration 00274665
Commission Expires 11/20/2028