

ARLINGTON COUNTY

FY 2026 FOOD SECURITY MINI-GRANTS PROGRAM GRANT AGREEMENT

This is a Grant Agreement (“Agreement”) by and between the County Board of Arlington County, Virginia, (“County”) and Shirlington Employment and Education Center (SEEC), a 501(c) nonprofit organization located in Arlington, VA (“Grantee”). The County and Grantee are collectively “the Parties.”

1. BACKGROUND

- a. The Arlington County Food Security Mini Grants Program (“Grant Program”) provides financial assistance to support implementation of the County’s Food Security Strategic Plan, which was published in October 2022.
- b. The County allocated \$150,000 in one-time funding to support this Grant Program as a part of the FY 2026 budget process.
- c. Grantee is a tax-exempt nonprofit under Section 501(c)(3) of the Internal Revenue Code, Grantee’s mission is: The Shirlington Employment and Education Center (SEEC) supports and advocates on behalf of low-wage, immigrant Day Laborers in Arlington County so that Day Laborers and other immigrant workers can participate in dignified work, earn fair wages, and improve their overall conditions.
- d. Grantee has been awarded a total of \$12,500 to support its implementation of this project: The SEEC Hot Meals Project.

2. CORE TERMS

- a. Grant Terms. To receive funds, Grantee must have signed this Agreement and submitted the attached financial form (Exhibit A) and Project Scope (Exhibit B).
- b. Grant Period. This Agreement will take effect on the date of full execution and terminate on June 30, 2026, (“Grant Period”) unless the County grants an extension.
- c. Grant Use. The grant funds must be used to implement the project described in the Project Scope (Exhibit B). All expenditures must be in accordance with the line-item budget Grantee submitted with its grant application.

3. INVOICES & SUPPORTING DOCUMENTATION

Grantee must submit quarterly reimbursement invoices for the preceding quarter by January 15, 2026, April 15, 2026, and July 7, 2026, to the Project Officer, who will either approve the invoice or require corrections. Reimbursement invoices must be accompanied by supporting documents, such as general ledger reports and expense invoices that demonstrate the full amount being invoiced. Invoices must include an invoice date, an invoice number, the organization’s address, and Purchase Order number (provided by the County).

4. REPORTING

Grantee must submit three quarterly reports using the attached Grant Report form (Exhibit C) and the Financial Report form (Exhibit D) at the mid-point and end of the Grant Period. These reports must be submitted by January 15, April 15, and July 15, 2026.

5. GRANT ADMINISTRATION

- a. Payment Procedures. The County will disburse to the Grantee funds available under

this Agreement within 10 business days of receipt of quarterly Grant Report form (Exhibit C), Financial Report form (Exhibit D), and reimbursement invoices from the Grantee with back-up documentation consistent with any approved budget and County policy concerning payments. Payments will be made for eligible expenses actually incurred by the Grantee, not to exceed actual cash requirements. In addition, the County reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of the Grantee.

- b. Funds Management. Grantee will manage the grant funds in accordance with applicable law and the provisions of this Agreement. Expenditures must be (i) reasonable for the goods and services purchased, (ii) incurred during the Grant Period, and (iii) satisfactorily recorded with supporting documentation.
- c. Changed Circumstances. Grantee will notify the County immediately if Grantee determines in good faith that, because of a change in circumstances, it is no longer possible to complete the project for which the grant funds were awarded. In that case, and in cases where a portion of the grant remains unspent or unallocated upon completion of the Grant Period, the County may extend the Grant Period or request the return of unexpended funds.
- d. Suspension or Termination. The County may terminate this Agreement if it determines that Grantee has materially failed to comply with the Agreement's terms, including, but not limited to, ineffective or improper use of funds or submission of materially incorrect or incomplete reports. Grantee will be required to return all or part of the awarded grant funds, as determined by the County.

In addition, this Agreement may also be terminated for convenience by either the County Board or 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.

6. COMMUNICATION; RECORDS

- a. Notices, Demands, and Communications between the Parties. Formal notices, demands, and communications between the Parties shall be given by (i) personal service; (ii) reputable document delivery service, such as Federal Express, with a receipt showing date and time of delivery; or (iii) certified or first-class United States mail, postage prepaid, with a receipt showing date and time of delivery.

To the County:

Arlington County
Department of Human Services
2100 Washington Blvd, 1st Floor
Arlington, Virginia 22204
Attn: Stephanie Hopkins
Food Security Coordinator
shopkins@arlingtonva.us
703-228-1065

With Copies to:

Arlington County
Office of the County Attorney

2100 Clarendon Blvd, Suite 403
Arlington, Virginia 22201
Attn: County Attorney

To Grantee:

Shirlington Employment and Education Center (SEEC)
909 S Dinwiddie St, Suite 422
Arlington, VA 22204
Attn: Andres Tobar

Written notices, demands, and communications shall be sent in the same manner to other addresses that any party designates in writing.

- b. Recordkeeping. Grantee will maintain records in a manner that will provide the County with sufficient detail to review receipts and expenditures related to the Grant. Grantee will make all records available for review by the County upon reasonable notice during the Grant Period and for five years after the termination or expiration of this Agreement.

7. COMPLIANCE

- a. General Compliance. Grantee will conduct, control, manage, and monitor human services activities in compliance with all applicable ethical, legal, regulatory, and safety requirements, including applicable state, local, institutional, and school district standards. Grantee will obtain and maintain any necessary approvals before conducting the applicable activity.
- b. Non-Discrimination. Grantee will not discriminate against any individual with regard to employment or participation or 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.
- c. Anti-Corruption. 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.
- d. Lobbying and Electioneering Prohibition. Grantee will not use 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.

8. GENERAL PROVISIONS

- a. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties as to the Grant Program and may not be amended or modified, except in writing signed by both Parties.
- b. Assignment. Grantee may not assign or transfer any of its rights or obligations under this Agreement without the County's prior written approval. This Agreement will bind and benefit any permitted successors and assigns.
- c. Third-Party Beneficiaries. This Agreement is for the exclusive benefit of the Grantee and the County, and not for the benefit of any third party, including, without limitation, any partner, employee, or volunteer of Grantee.

- d. Governing Laws; Venue. This Agreement is made and is intended to be performed in Arlington County, Virginia, and shall be construed and enforced by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of Arlington County, Virginia, or in the United States District Court for the Eastern District of Virginia, and not in any other court.
- e. Severability. Each provision of this Agreement is to be interpreted in a way that is enforceable under applicable law. If any provision is held unenforceable, the rest of the Agreement will remain in effect.
- f. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and not for or against any Party by reason of the authorship or any other rule of construction that might apply. The section headings are for purpose of convenience only and shall not be construed to limit or extend the meaning of this Agreement.
- g. Non-Liability of Officials, Employees, and Agents. No member, official, employee, or agent of the County Board shall be personally liable to Grantee in the event of any default or breach by the County for any amount that may become due to Grantee or its successors or assigns under the terms of this Agreement.
- h. 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.
- i. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall be one and the same instrument. A facsimile, .pdf copy or other electronic signature (e.g., DocuSign) of this Agreement, is an enforceable, original agreement for all purposes.
- j. Dispute Resolution. If 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.
- k. Business Day Convention. If the date of any required action falls upon a weekend day or a holiday when the New York Stock Exchange is not open for business, the required action may be deferred to the next business day.
- l. 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, relationship of employment, joint venture or other joint enterprise shall be deemed to be created hereby by and among the Parties pursuant to this Agreement.
- m. 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.
- n. Workers' Compensation. If applicable, the Grantee shall provide Workers' Compensation Insurance coverage for all employees involved in the performance of this Agreement.
- o. 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

- p. 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 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.
- q. Attorney's Fees. Each Party shall pay its own attorney's fees.
- r. 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.
- s. 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.

In witness thereof, the County and Grantee have caused this Agreement to be executed by the following duly authorized officials.

Shirlington Employment and Education Center (SEEC)

By: Andres Tobar 10/1/2025
DocuSigned by: 06C1312F0A3F415...
 Andres Tobar, Executive Director Date

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By: Mark Schwartz 9/30/2025
Signed by: 3B07A255DD0741E...
 Mark Schwartz, County Manager Date

Exhibit A

Form

W-9

(Rev. October 2018)

Department of the Treasury

Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

1

Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2

Business name/disregarded entity name, if different from above

3

Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

☐ Other (see instructions) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

4

Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5

Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6

City, state, and ZIP code

7

List account number(s) here (optional)

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions.

You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments.

For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-DIV (dividends, including those from stocks or mutual funds)

• Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

• Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

• Form 1099-S (proceeds from real estate transactions)

• Form 1099-K (merchant card and third party network transactions)

• Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

• Form 1099-C (canceled debt)

• Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

• Form 1099-INT (interest earned or paid)

Exhibit B



Food Security Mini-Grant Project Scope

Organization Name	Shirlington Employment and Education Center (SEEC)
Project Name	The SEEC Hot Meals Project
Award Amount	\$12,500
Project Summary	SEEC will provide 50 hot meals every week for a total of 820 meals during the winter months. These meals will be purchased from Café Sazon and Las Brazas Restaurant.
Strategic Plan Item(s)	Food Access 2.3 - Increase capacity to deliver charitable food to those unable to access available resources. Food Access 2.6 - Enhance and improve existing food assistance programs serving Arlington
Intended Project Goals	SEEC intends to serve 100 day laborers during the winter months. They will receive hot meals during the winter months.

Exhibit C



Food Security Mini-Grant Quarterly Report

Progress & Impact Summaries

1. What activities has your organization done in relation to this project (planning, implementation, etc.)? Did you face any challenges?
2. What accomplishments has your project achieved this quarter? Provide an update on progress towards achieving your project outcomes.
3. How has this project affected the people served? How are they better off?
4. FINAL REPORT ONLY: What lasting impact has resulted from this project?

Numbers Served & Demographics

5. What service or types of services do you define as a client visit?
6. How many client visits did you have this quarter?
7. How many individual clients/participants did you serve so far this year through this program?
 - a. How many of these individuals served are children under age 18?
 - b. How many of these individuals served are older adults over age 60?
8. How many households did you serve this quarter? (estimated is fine)
9. Please provide any other relevant demographic information about the clientele you are serving in this project.
10. Is there any additional context you'd like to provide about your numbers served this quarter? (Optional)

Locations Served

11. List below the names and addresses of locations where program activities took place throughout this project.

Exhibit D



Financial Report Template

Organization Name: SEEC

FY26	BUDGET	October - December Actuals	January- March Actuals	April- June Actuals	TOTAL	BALANCE
PERSONNEL						
Salaries & Benefits	\$1,118.00				\$0.00	\$1,118.00
TOTAL PERSONNEL	\$1,118.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,118.00
NON-PERSONNEL						
Contracted Services	\$10,245.00				\$0.00	\$10,245.00
Food					\$0.00	\$0.00
Supplies & Equipment					\$0.00	\$0.00
Direct Client Expenses					\$0.00	\$0.00
Communication & Marketing					\$0.00	\$0.00
Travel & Transportation					\$0.00	\$0.00
Other					\$0.00	\$0.00
TOTAL NONPERSONNEL	\$10,245.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10,245.00
Overhead	\$1,137.00				\$0.00	\$1,137.00
GRAND TOTAL	\$12,500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,500.00