

With Copies to: Arlington County
Office of the County Attorney
2100 Clarendon Blvd, Suite 403
Arlington, Virginia 22201
Attn: County Attorney

To the Grantee: Arlington Partnership for Affordable Housing
4318 N Carlin Springs Rd.
Arlington, Virginia 22203

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

- b. Reporting. Grantee will submit a final report using the County's Grant Report form included in Exhibit B one year (12 months) after receiving the grant award. The Grantee agrees to submit other reports which the County may reasonably request.
- c. Recordkeeping. Grantee will maintain records in a manner that will provide County with sufficient detail to review receipts and expenditures related to the Grant. Grantee will make such 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.

4. GRANT ADMINISTRATION

- a. Funds Management. Grantee will manage the Grant funds in accordance with applicable law and the provisions of this Agreement. Expenditures must be (i) consistent with the Grantee's mission; (ii) necessary in order to effectively provide safety net human services; (iii) reasonable for the goods and services purchased; (iv) incurred during the Grant Period; and (v) satisfactorily recorded with supporting documentation.
- b. Changed Circumstances. Grantee will notify the County immediately if Grantee determines in good faith that, because of factual or other changes in circumstances, it is no longer possible to provide safety net human services. In that case, and in cases where a portion of the Grant remains unspent or unallocated upon completion of the Grant Period, County may extend Grant Period, request the return of unexpended Grant funds, evaluate whether further programming will be consistent with the overall objectives of the Grant Program, or discuss other options.
- c. Repayment of Grant Funds.
 - i. If the Grantee does not use the Grant as required by Section 2(c), then the Grantee must repay the County within 60 days of the Grantee's final report.
 - ii. If the Grantee ceases operation before the end of the Grant Period, the Grantee must notify the County Contact Person and must complete the Final Report and repay any unused portion of the Grant to the County within 30 days of closure.

5. 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 all necessary approvals, consents, and review before conducting the applicable activity.

- b. Non-Discrimination. The 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.

6. GENERAL PROVISIONS

- a. Entire Agreement; Amendment. This Agreement constitutes the entire agreement among the parties as to the Grant and may not be amended or modified, except in writing signed by each of the Parties. The Grantee may not assign or transfer its rights and interests in this Agreement to any other person, business or entity.
- b. Assignment. Grantee may not assign or transfer by operation of law or court order any of Grantee's rights or obligations under this Agreement with 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 the 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 the County of Arlington or in the United States District Court for the Eastern District of Virginia, and such litigation shall not be brought in any other court.
- e. Severability. Each provision of this Agreement must 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 the Grantee in the event of any default or breach by the County Board for any amount that may become due to the Grantee or its successors or assigns under the terms of this Agreement.
- h. Attorney's Fees. Each Party shall pay its own attorney's fees.
- i. 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.

- j. Breach. If the County determines that the Grantee submitted false information or otherwise has not complied with this Agreement, Grantee will be required to return any awarded grant funds in full upon request by the County.
- 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. 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, when signed in compliance with this Section, is an enforceable, original agreement for all purposes.
- m. 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.
- n. COVID-19 Vaccine and/or Testing Protocol Requirement. Grantee received this Grant by attesting in its proposal that all its employees and subcontractors assigned to this Agreement have been fully vaccinated against COVID-19, are being tested on a weekly basis or are exempt pursuant to a valid accommodation under state or federal law. Therefore, Grantee must comply with the following requirements: (i) obtain and maintain the COVID-19 vaccine status of employees, (ii) require any unvaccinated or not fully vaccinated employees to be tested for COVID-19 on a weekly basis, and (iii) provide any reasonable accommodations as required by law.

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

ARLINGTON PARTNERSHIP FOR AFFORDABLE HOUSING

By:  12/16/2022
 Carmen Romero, President and Chief Executive Officer
 Date

COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

By:  12/28/2022
 Mark Schwartz, County Manager
 Date