

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (“Agreement”) is entered into by and between the County Board of Arlington County, Virginia, (“County”) and Lee Highway Alliance, a Virginia non-profit corporation (“Grantee”).

RECITALS

1. The County has in the past supported neighborhood partnership organizations, including the Grantee, in order to enhance community involvement in, and provide marketing for, specific geographic areas of the County.
2. The Grantee works closely with various County agencies to implement its work plan. The County has designated Arlington Economic Development (“AED”) as the County liaison to the Grantee and also appoints two members to the Grantee’s Board of Directors.
3. The County has in the past appropriated monies annually to help fund the Grantee’s activities and wishes to continue to do so pursuant to this Agreement and the authority of Virginia Code § 15.2-953.

TERM

This Agreement will take effect on the date of full execution and will automatically renew every year, unless the Agreement terminates sooner in accordance with the Termination provisions below.

PROCEDURES

Subject to the annual appropriation of funds and provided that the Grantee submits a request as outlined below, the County will:

1. Provide core funding at the beginning of the County’s fiscal year in an amount to be determined during the annual budget cycle and reflected in the Arlington County Adopted Budget for that fiscal year;
2. Provide additional funding as a dollar-for-dollar match to the Grantee’s private fundraising up to a maximum amount to be determined during the annual budget cycle and reflected in the Arlington County Adopted Budget for that fiscal year.

To receive the matching funds, the Grantee must demonstrate to the County the amount that it has obtained through private fundraising in that fiscal year.

3. Make available a staff liaison to provide assistance concerning County policies and procedures, as requested by the Grantee.

The Grantee will:

1. By December 1 of each year submit to AED a request, as detailed below and in a format approved in advance by the County Manager, for core funding for the upcoming fiscal year beginning July 1.
 - a. The request must include the Grantee's goals and objectives, fiscal year budget and a detailed work plan, which must be acceptable to the County.
 - b. The work plan must contain detailed information on the strategies to achieve the Grantee's goals and objectives, including but not limited to any special events, marketing efforts, beautification programs, studies or other initiatives planned for the upcoming fiscal year.
 - c. The work plan must also include performance measures by which the Grantee's activities can be evaluated.
 - d. The County Manager may require modifications and/or revisions to the Grantee's proposed budget and proposed work plan during the County's budget process as necessary.
2. Use the County funds only for achieving the objectives, goals and initiatives stated in the work plan;
3. Work with County staff to market the geographic area that the Grantee represents and to support the County's economic development initiatives and programs. The Grantee will coordinate any marketing efforts with the County;
4. Maintain a web site that, among other things, makes organizational, board member and board meeting documents publicly available;
5. Submit to AED an annual financial report, due within 120 days after the end of the County's fiscal year. The financial report must represent the organization's Statement of Financial Position, or balance sheet, including assets, liabilities and net assets. The report must be received by the County prior to the grant of any funding in addition to the core funding and prior to the grant of any core funding in subsequent fiscal years;
6. Provide to AED by December 31 of each year an update on expenditures compared to the annual budget.

GENERAL PROVISIONS

Monitoring and Reporting

AED will monitor and evaluate the Grantee's performance of its obligations under this MOA. The Grantee will cooperate fully with any monitoring efforts and will provide any information and documentation that the County might reasonably request.

Dispute Resolution

In the event that an issue regarding or arising under this MOA cannot be resolved by the parties, the issue will be brought to the County Manager or his designee for a final decision.

Termination

This MOA will terminate immediately, except for accounting for funds spent and returning unspent funds, if the County Board does not appropriate funds.

The County may also terminate this MOA, with or without cause, with 90 days' written notice.

The County may terminate this MOA immediately if it determines that the Grantee has failed to perform according to the MOA's terms and has not corrected the failure to the County's sole satisfaction within 30 days of receiving notification of the failure. Following the expiration of the 30-day cure period, the County will provide written notice of termination, which will be effective upon receipt.

Upon termination of the MOA, the Grantee will return all unspent County grant funds to the County.

Insurance

The Grantee must maintain a commercial general liability insurance policy from an insurance carrier that is satisfactory to the Arlington County Office of Risk Management. The policy must provide coverage for claims arising from or in connection with the damage or loss by any person, thing, or interest with a coverage minimum of \$1,000,000.00 per incident and \$2,000,000.00 million in aggregate. Arlington County must be named as an "Additional Insured" on the policy.

Indemnification

The Grantee covenants to save, defend, hold harmless and indemnify Arlington County and all of its officers, officials, departments, agencies, agents and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability or exposure, however caused, resulting from, arising out of or in any way connected with the Grantee's or its agents' acts or omissions in performance or nonperformance of its obligations under this MOA.

Forces Beyond Control

Neither party shall be liable for any failure to perform its responsibilities under this MOA if the failure results from any act of nature or other cause beyond the party's reasonable control.

Applicable Law and Jurisdiction

This MOA is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation with respect to this MOA shall be in the Circuit Court for Arlington County, Virginia, and in no other court.

Virginia Freedom of Information Act

Arlington County is subject to the terms and provisions of Code of Virginia §§ 2.2-3700 *et. seq.*, the Virginia Freedom of Information Act (“VFOIA”). All public records in the County’s custody, possession or control shall be open to the public for inspection and copying to the extent that such disclosure is required by law.

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, creed, national origin, sexual orientation, disability or any other characteristic that is protected by local, state or federal law.

Survival

The following provisions will survive the termination of this MOA: Dispute Resolution, Termination, Indemnification, Forces Beyond Control and Applicable Law and Jurisdiction.

Additional Terms

1. This MOA constitutes the entire agreement between parties regarding Arlington County’s support of the Grantee and its activities.
2. This MOA may be modified only by written amendment signed by both parties.
3. The Grantee may not assign or transfer its rights and interests in this MOA to any other person, business or entity.
4. This MOA is not intended to create any rights or benefits for or to create a contract for the benefit of any third party.

Signatures Appear on Following Page

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement.

County Board of Arlington County,
Virginia

Lee Highway Alliance

Mark Schwartz
By: Mark Schwartz

[Signature]
By: Lucia deCordre

MARK SCHWARTZ
Printed Name

Lucia de Cordre
Printed Name

COUNTY MANAGER
Title

Executive Director
Title

January 26, 2018
Date

February 2, 2018
Date

