

City of Fairfax  
Community Appearance Committee  
2018 Neighborhood Appearance Grant

**THIS AGREEMENT** ("Agreement") is made and entered into as of the 15th day of April, 2018, by and between the **City of Fairfax, Community Appearance Committee** ("Grantor") and Country Club Hills Civic Association ("Grantee") to provide community improvements at Country Club Hills, Fairfax VA, commonly known as Country Club Hills Commons located at 10050 Spring Lake Terrace.

The Grantee shall perform the following:

1. Purchase and install landscape plant material in accordance with the Grant Application submitted by the Grantee executed March 18, 2018. (attached)
2. Prior to installation, Grantee shall contact Miss Utility at #811 to have the location of all utilities marked and shall provide a copy of the ticket to Grantor's representative.
3. Grantee shall purchase material and provide evidence (receipts) of associated paid expenses to Grantor for matching reimbursement.
4. All work including expense payments shall be completed by the Grantee by June 10, 2018 to remain eligible.
5. All work shall conform with existing City codes and the terms of the advertisement for the grant program attached to this Agreement.

The Grantor shall provide the following to the Grantee:

1. Grantor shall be point of contact for Grantee
2. Grantor shall coordinate a reimbursement check to be mailed to designated agent of Grantee matching up to *one thousand dollars (\$1,000)*.
3. Reimbursement check from the City of Fairfax may take up to 30 days to process

Grant reimbursement check shall be sent to:

Leslie Daniels  
3426 Brookwood Drive  
Fairfax, VA 22030  
(703) 383-1272

Termination: This Agreement shall terminate on July 31, 2018

Indemnification: Grantee will indemnify and hold harmless the Grantor and its officials, employees, affiliates and agents, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may or otherwise accrue against the Grantor in connection with this Agreement or which may otherwise result there from if it shall be determined that the act or omission was caused through (i) the Grantee's breach of a representation, warranty or obligation hereunder; (ii) the negligence, omission, or intentional act of the Grantee or of its employees, agents, contractors, or subcontractors; or (iii) the violation of any applicable federal, state or local law or regulation by the Sponsor or its employees, agents, contractors, or subcontractors. Grantee will, at its own expense, appear, defend (with counsel reasonably acceptable to the Grantor) and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection herewith, and if any judgment shall be rendered against the Grantor in any such action, the Grantor shall at its own expense, satisfy and discharge the same. Grantee expressly understands and agrees that any performance bond or insurance protection required by this agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Grantor as herein provided

By signing this Agreement, Grantee acknowledges they have read and understand the terms of the Agreement, have the right to perform the work as described and they intend to complete all the conditions as described

Grantee Agent:

  
\_\_\_\_\_  
Judy Fraser  
3514 Spring Lake Terrace  
(703) 825-7022  
jrobbfraser@gmail.com

DATE 4/19/18

Grantor Agent:

\_\_\_\_\_  
DATE \_\_\_\_\_  
Kirk Holley, Chair  
Community Appearance Committee  
703-385-8802 [kirkholley@verizon.net](mailto:kirkholley@verizon.net)  
c/o Department of Public Works/Operations Division (Heather Turley)  
3410 Pickett Road, Fairfax, VA 22031  
703-293-7141 (DPW Office) 703-246-6308 (DPW Fax)

Attachments: Approved grant application form, planting plan and Grant Advertisement Form.  
Grantor's initials here that attachments provided \_\_\_\_\_