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**ARLINGTON COUNTY GRANT AGREEMENT  
IMMIGRATION LEGAL AID SERVICES**

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This **ARLINGTON COUNTY GRANT AGREEMENT** for **IMMIGRATION AND LEGAL AID SERVICES** (“Agreement”) is made and entered on the date of full execution (“Effective Date”), by the **COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA** (“County Board”), a body corporate and politic of the Commonwealth of Virginia and the **LEGAL AID JUSTICE CENTER** (“Center”), a Virginia non-profit corporation located at 6066 Leesburg Pike #520, Falls Church, Virginia (collectively the “Parties”).

**RECITALS:**

**WHEREAS**, the County Board desires to ensure that additional support is provided for its significant population of immigrant families, many of whom have expressed increased need for assistance with immigration-related concerns in light of increased immigration enforcement by the federal government; and

**WHEREAS** one of the primary needs is for legal services, which Arlington County is not authorized to provide directly to citizens; and

**WHEREAS** the Board, in recognition of this need, on April 22, 2017, included in the adopted fiscal year 2018 budget grant funding in the amount of \$100,000 to be awarded to one or more non-profit organizations that provide legal aid services to County residents who are or may be subject to non-criminal federal immigration enforcement action and/or are refugees; and

**WHEREAS** the Board advised that the legal aid services are to include, but are not limited to, legal consultations, workshops and emergency assistance and authorized the County Manager to recommend a process for selecting a grantee, or grantees, that provide these services; and

**WHEREAS** the County Manager, together with the Arlington County Department of Human Services, issued a Notification of Funding Availability and selected the Center from among the proposals that it received; and

**WHEREAS** the County Board has approved the allocation of \$100,000 in grant funds to the Center for the purposes stated in this Agreement; and

**WHEREAS**, the Center has agreed to accept the grant funds, subject to the conditions of this Agreement; and

**WHEREAS**, the County Board and the Center desire to set forth their understanding and agreement as to the conditions of the grant funds and the obligations of each of the Parties.

**NOW, THEREFORE**, in consideration of the foregoing and the agreements of the Parties, as are hereinafter set forth, and for other good and valuable considerations, mutual benefits, promises and undertakings, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are an integral part of this Agreement and set forth the intentions of the Parties and the premises on which the Parties have entered into this Agreement.

2. **Term.** The term of this Agreement will commence on the Effective Date and continue until December 31, 2018.

3. **Legal Aid Services Grant.** In order to incentivize and induce the Center to continue to provide immigration-related legal services to Arlington County residents, including but not limited to, legal consultations, workshops, and emergency assistance, the County, subject to the terms of this Agreement and pursuant to Virginia Code § 15.2-953, will provide grant funds to the Center in the amount of \$100,000.

4. **Grant Disbursement.** Subject to the Center's fulfillment of the Grant Conditions in Section 5, the County will disburse the grant to the Center in five equal installments of \$20,000.00. The County will disburse each installment within 30 days of receipt from the Center of an acceptable Immigration Services Report (attached as Exhibit A) and supporting documentation, as detailed below, of the Center's activities during the period for which the Center seeks payment. The Report and documentation will be due to the County's Project Officer on January 31, 2018; April 30, 2018; July 31, 2018; October 31, 2018; and December 31, 2018 (each a "Reporting Deadline").

5. **Grant Conditions.** The County's obligation to disburse the grant funds to the Center is conditioned on the Center's agreement to continue to provide the following services to Arlington County residents and to provide the County with the following reports on those services throughout the term of this Agreement. Also as a condition of the grant, the Center must apply the grant funds, together with its own matching funds, to the following services in the amounts set forth in Exhibit A.

- (i) **Know Your Rights Presentations and Material Distribution (KYR):** Conduct events for and distribute materials to the Arlington immigrant community to provide relevant, targeted educational information about their rights relative to immigration enforcement. Information provided should also detail the relevant public and private programs, services and resources that are available in Arlington County and the region to individuals and families regardless of their immigration status. Special emphasis should be placed on public safety and emergency assistance programs.

Required: 15 sessions; 30 participants per session maximum

- (ii) **Family Preparedness Consultations:** Provide one-on-one consultations to assist families to put together a plan to take appropriate action should a family member be the subject of an immigration enforcement action. These consultations should include, but not be limited to, powers-of-attorney paperwork where appropriate, orderly record keeping of essential documents, financial arrangements, childcare and custody arrangements.

Target: 150 consultations for individual families (based upon need)

- (iii) Individual Legal Consultations: Provide free legal services, during normal business hours, to address specific legal questions and crises other than those provided in the Family Preparedness Consultations.

Target: 100 individualized consultations (based upon need)

- (iv) Counsel Upon Arrest: Provide access to legal counsel at the time of arrest, including initial consultation and additional representation as required, either in-house or through referral to pro bono or compensated legal representation. The Center will respond to initial requests for counsel within three business days.

Target: Represent and refer 15 individuals (based upon need)

- (v) Marketing – The Center will conduct marketing and outreach to Arlington County residents for all of the services provided under this Agreement. All materials must indicate that the services are available for residents of Arlington County.

- (vi) Reporting – The Center will provide to the County the following reports on each Reporting Deadline, together with the Immigration Services Report, and will work with the County on any other reporting needs that might arise.

- a. An overview of any changes to federal and state immigration laws and policies that occur during the term of this Agreement that could impact the content of the services provided.
- b. Know Your Rights Presentations Report: number and locations of workshops conducted, number of participants per workshop, names of collaborating agencies, list of speakers, topics and content presented. No identifying information regarding specific participants should be provided.
- c. Family Preparedness Consultations Report: number and locations of consultations conducted, number of participants per consultation, names of collaborating agencies, list of speakers (if any), topics and content presented, outputs of consultations (e.g. completed powers of attorney and emergency plans), aggregate demographic information about participants, if available – i.e. ethnicity, country of origin, race, gender, and age. No identifying information regarding specific participants should be provided.
- d. Individual Legal Consultations Report: number, type and locations of legal consultations conducted, number of participants per consultation,

names of collaborating agencies, legal issues addressed, outcomes of consultation, aggregate demographic information about participants, if available – i.e. ethnicity, country of origin, race, gender, and age. No identifying information regarding specific participants should be provided.

- e. Counsel Upon Arrest Report: number, type and locations of legal counsel sessions conducted, description of charge(s), names of collaborating agencies, legal issues addressed, outcomes of consultation, aggregate demographic information about arrestee, if available – i.e. ethnicity, country of origin, race, gender, and age. No identifying information regarding specific participants should be provided.
- f. Expenses Report: supporting documentation for all expenses and in-kind contributions reported on the invoices.

**6. Miscellaneous Provisions.**

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

All such demands, notices and communications shall be addressed to the following and to any other addresses that a Party designates in writing:

**To the County:** Arlington County  
2100 Clarendon Boulevard, Suite 302  
Arlington, Virginia 22201  
Attn: Mark Schwartz, County Manager  
mschwartz@arlingtonva.us

**With Copies to:** Arlington County  
Office of the County Attorney  
2100 Clarendon Blvd, Suite 403  
Arlington, Virginia 22201  
Attn: Stephen A. MacIsaac, County Attorney  
smacisaac@arlingtonva.us

Arlington County  
Department of Human Services  
2100 Washington Blvd., 4th Floor  
Arlington, Virginia 22204  
Attn: Caitlin Hutchison, Assistant Director  
chutchison@arlingtonva.us

**To the Center:** Legal Aid Justice Center  
6606 Leesburg Pike, Suite 520  
Falls Church, Virginia 22041  
Attn: Mary Bauer, Executive Director  
mary@justice4all.org

(ii) Entire Agreement; Amendments. This Agreement constitutes the entire agreement among the Parties as to the grant for legal aid services and may not be amended or modified, except in writing signed by each of the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. The Center may not assign its rights and obligations under this Agreement without the prior written consent of the County Board.

(iii) Records Retention and Audit. The Center must retain all books, records and other documents related to this Agreement for at least five years after the final payment and must allow the County or its authorized agents to examine the documents upon request during the retention period and during the term of this Agreement.

(iv) Governing Law; 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, and such litigation shall not be brought in any other court.

(v) 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, whether as a third-party beneficiary or otherwise.

(vi) Relationship of Parties. The provisions of this Agreement are intended solely for the purpose of defining the relative rights of the Parties and do not create any partnership, joint venture or other joint enterprise among the Parties.

(vii) 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 remaining provisions will remain in force, to the extent that they are not rendered impractical to perform, taking into consideration the purposes of this Agreement. The Parties further agree that in such event, and to the maximum extent permitted by law, they shall take all steps necessary to make valid this Agreement or the portion that is found to be unenforceable.

(viii) 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 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.

(ix) Determinations. Any determination by the County Manager of fulfillment or non-fulfillment of the terms of this Agreement by the Center shall be binding and final.

(x) Attorney's Fees. Each Party shall pay its own attorney's fees.

(xi) 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.

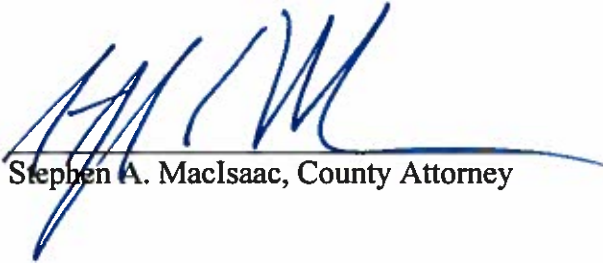
(xii) Force Majeure. No Party will be held responsible for failing to fulfill an obligation under this Agreement if such failure is a result of a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the Party and that makes performance impossible or illegal, unless otherwise specified in the Agreement

(xiii) 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.

**[Signatures and acknowledgments appear on the following pages]**

IN WITNESS WHEREOF, the County Board and the Center have each executed, or caused to be duly executed by an authorized representative, this Arlington County Grant Agreement under seal in duplicate, as of the day and year written above.

Approved as to form:

  
Stephen A. MacIsaac, County Attorney

**THE COUNTY BOARD OF  
ARLINGTON COUNTY, VIRGINIA**, a  
body corporate and politic of the  
Commonwealth of Virginia

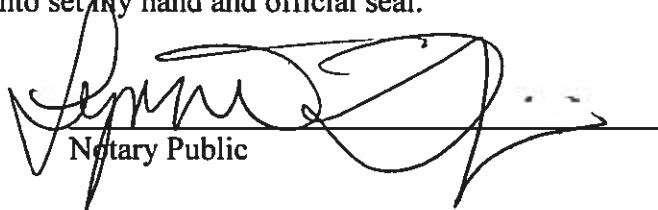
By:   
Mark Schwartz, County Manager

**ACKNOWLEDGMENT**

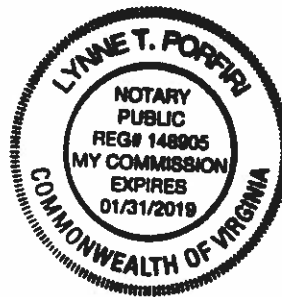
COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON

On this the 18 day of October, 2017, 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 Acting County Manager, 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 Acting County Manager of Arlington County, Virginia

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

  
Notary Public

My Commission Expires: 1/31/19



**LEGAL AID SERVICES CENTER**

a Virginia non-profit corporation

By: Mary Bauer, Executive Director

By: Mary Bauer  
Name: Mary Bauer  
Title: Executive Director

**ACKNOWLEDGMENT**

City / STATE OF Virginia  
COUNTY OF Charlottesville

On this the 10<sup>th</sup> day of October, 2017, before me, personally appeared Mary Bauer, who acknowledged herself to be the Executive Director of Legal Aid Justice Center in the above instrument, and that she, as Executive Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Legal Aid Justice Center, a Virginia non-profit corporation, by herself as Executive Director of Legal Aid Justice Center.

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



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Notary Public

My Commission Expires: 3/31/18

