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**ARLINGTON COUNTY GRANT AGREEMENT  
(SCAN OF NORTHERN VIRGINIA)**

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This **ARLINGTON COUNTY GRANT AGREEMENT** (“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 **SCAN of Northern Virginia** (“SCAN”), a Virginia non-profit corporation located at 205 S. Whiting Street, Suite 205, Alexandria, Virginia 22304 (collectively the “Parties”).

**RECITALS:**

**WHEREAS**, SCAN is a community-based non-profit corporation whose mission is to promote the well-being of children, improve parent-child relations and prevent child abuse and neglect through education, awareness and child advocacy; and

**WHEREAS**, the County Board, on April 22, 2017, included in the adopted fiscal year 2018 budget annual grant funding in the amount of \$16,250 to support SCAN in its efforts to train and supervise Court Appointed Special Advocate (“CASA”) volunteers, who are matched with and advocate for children who are involved in abuse and neglect cases before the Arlington County Juvenile and Domestic Relations Court;

**WHEREAS** the County Board has approved the allocation of \$16,250 in annual grant funds to SCAN for the purposes stated in this Agreement; and

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

**WHEREAS**, the County Board and SCAN 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 will renew annually until either: 1) the County Board removes or revises the annual grant funding; or 2) either party provides written notice of its desire to terminate this Agreement.
3. **CASA Volunteer Grant.** In order to incentivize and induce SCAN to provide CASA volunteer services to Arlington County residents, as detailed in this Agreement, the County,

subject to the terms of this Agreement and pursuant to Virginia Code § 15.2-953, will provide annual grant funds to SCAN in the amount of \$16,250.

4. **Grant Disbursement.** Subject to SCAN's fulfillment of the Grant Conditions in Section 5, the County will disburse the annual grant to SCAN in two installments of \$8,125 each. The County will disburse each payment within 30 days of receipt from SCAN of an acceptable CASA Volunteer Report and Expenses Report, as detailed below, for the period for which SCAN seeks payment. The Reports will be due to the County's Project Officer on December 31 and June 31 of the applicable year (each a "Reporting Deadline") and must be in a format that is approved in advance by the County's Project Officer.

5. **Grant Conditions.** The County's obligation to disburse the grant funds to SCAN is conditioned on SCAN's agreement 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.

A. Services

- a. Recruit, screen, and train at least 10 new citizen-volunteers and retain at least 40 existing citizen-volunteers to advocate for the best interests of abused and neglected children who have been placed under the protection of the Juvenile and Domestic Relations Court systems in Arlington County.
- b. Supervise and support these CASA volunteers in building rapport with the children and other parties and exploring the children's basic, educational, medical and behavioral health needs.
- c. Guide the volunteers in preparing written reports and recommendations that the court can use in deciding the children's future placement and services; edit the volunteers' reports; and submit the reports to the court in advance of each hearing.

B. Reporting

- a. **CASA Volunteer Report:** This report documents for each Reporting Period: the number of children served by an active CASA volunteer, the number of hours of pre-service training that SCAN has delivered, the number of new volunteers to whom SCAN has provided pre-service training, the number of in-service trainings that SCAN has held and the number of retained volunteers who attended in-service training.
- b. **Expenses Report:** This report documents SCAN's expenses related to the services provided above.

6. **Miscellaneous Provisions.**

- 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. 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

Court Services Unit  
Arlington Juvenile and Domestic Relations District Court  
1425 N. Courthouse Rd, Suite 5100  
Arlington, VA 22201  
Attn: Rick Strobach  
rstrobach@arlingtonva.us

**To SCAN:** SCAN of Northern Virginia, Inc.  
205 S Whiting St, Suite 205  
Alexandria, VA 22304  
Attn: Leah Fraley, Executive  
lfraley@scanva.org

- B. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement among the Parties as to the annual 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. SCAN may not assign its rights and obligations under this Agreement without the prior written consent of the County Board.
- C. **Records Retention and Audit.** SCAN 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.

- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. Determinations. Any determination by the County Manager of fulfillment or non-fulfillment of the terms of this Agreement by SCAN shall be binding and final.
- J. Attorney's Fees. Each Party shall pay its own attorney's fees.
- 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. 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


M. 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.

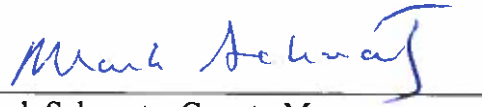
**[Signatures appear on the following pages]**

IN WITNESS WHEREOF, the County Board and SCAN 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:

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

  
\_\_\_\_\_  
Stephen A. MacIsaac, County Attorney

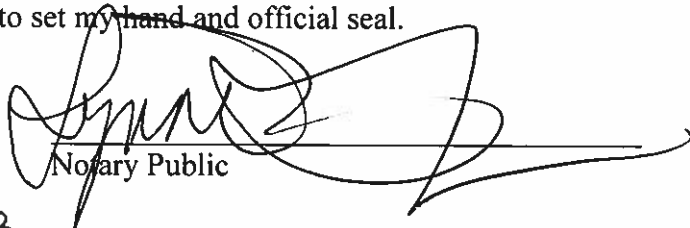
By:   
\_\_\_\_\_  
Mark Schwartz, County Manager

**ACKNOWLEDGMENT**

COMMONWEALTH OF VIRGINIA  
COUNTY OF ARLINGTON

On this the 13<sup>th</sup> day of June, 2019, 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: 1/31/2023



**SCAN of NORTHERN VIRGINIA**

a Virginia non-profit corporation

By: Leah Fraley

Title: Executive Director

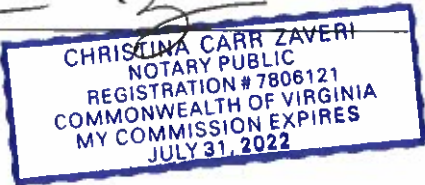
**ACKNOWLEDGMENT**

STATE OF Virginia  
COUNTY OF Alexandria

On this the 29 day of MAY, 2019, before me, personally appeared Leah Fraley, who acknowledged himself to be the Executive Dir. of SCAN of N.V. in the above instrument, and that he, as Executive Dir., being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of SCAN of N.V., a Nonprofit 501c3 by himself as Executive Dir. of SCAN of N.V.

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

Christina Carr Zaveri  
Notary Public



My Commission Expires: JULY 31, 2022