
**AMENDMENT #1 TO ARLINGTON COUNTY GRANT AGREEMENT
IMMIGRATION LEGAL AID SERVICES**

This **AMENDMENT #1 TO THE ARLINGTON COUNTY GRANT AGREEMENT for IMMIGRATION AND LEGAL AID SERVICES** (“Amendment”) 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, on December 14, 2018, the County Board entered into a grant agreement (“Agreement”) with the Center in which the County Board awarded the Center \$40,000 in grant funds to incentivize and induce the Center to continue to provide immigration-related legal services to Arlington County residents, and

WHEREAS, on March 16, 2019, the County Board approved a \$12,250 increase grant funds to the Center for increased services, and

WHEREAS, the Center has agreed to accept the additional grant funds, subject to the conditions set forth below;

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 Amendment and set forth the intentions of the Parties and the premises on which the Parties have entered into this Amendment.

2. **Legal Aid Services Grant:** The Grant amount in Section 3 of the Agreement is hereby amended to increase the amount by \$12,250.00 for a total grant amount of \$52,250.00.

3. **Grant Disbursement:** Section 4 of the Agreement is hereby amended and replaced in its entirety with the following Section 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 one lump-sum payment of \$52,250.00. The County will disburse the payment 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 term of this Agreement. The Report and documentation will be due to the County’s Project Officer no later than July 31, 2019 (“Reporting Deadline”).

4. **Amendment to Grant Conditions.** Section 5 and Exhibit A is hereby amended and replaced in its entirety with the following Section 5 and attached Exhibit A:

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: 6 sessions; 30 participants per session maximum

- (ii) **Individual Consultations:** Provide one-on-one consultations to address specific legal questions and crises and, if requested, 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: 60 individual consultations (based upon need)

- (iii) **Referred Consultations:** Provide consultations and representation to household and/or individuals referred by the Arlington County Department of Human Services for immigration legal consultation and/or representation services. Examples of matters for which legal representation could be provided to residents include but are not limited to U visa applications, Violence Against Women Act applications, family petitions and asylum applications, either through in-house or through referral to pro bono or compensated, qualified legal immigration representation.

Target: 30 individual or household consultations (based upon need), and corresponding legal representation for eligible cases after consultation, until funds are exhausted.

- (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 6 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. Individual Consultations Report: number, type and locations of individual 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.
- d. Referred Consultation Report: number, type and locations of referred consultations conducted, names of collaborating agencies, number and type of eligible cases after consultation, and number and type of cases taken on for representation either in-house or through compensated, qualified legal immigration representation, and resulting outcomes of cases once the cases are closed out, 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.

5. Scope of Amendment. Except as expressly changed by this Amendment #1, all other terms, conditions and provisions of the Agreement remain in full force and effect.

[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 Amendment #1 to the 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: 

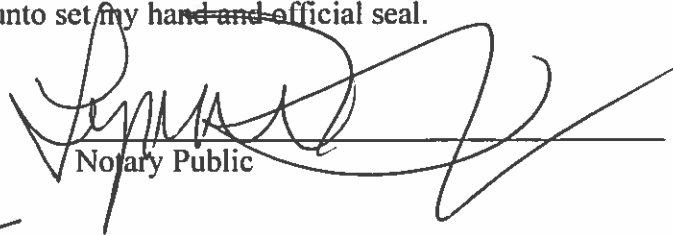
Mark Schwartz, County Manager

ACKNOWLEDGMENT

COMMONWEALTH OF VIRGINIA
COUNTY OF ARLINGTON

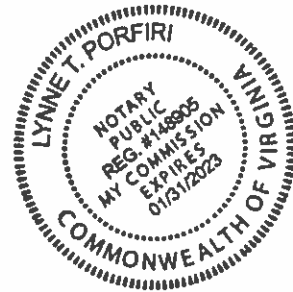
On this the 28th day of March, 2019, before me, personally appeared Mark Schwartz, who acknowledged himself to be the County Manager of Arlington County in the above instrument, and that he, as Acting County Manager, being authorized so to do, executed the foregoing instrument for the purposes therein 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



LEGAL AID SERVICES CENTER

a Virginia non-profit corporation

By: Cynthia Neff, Interim Executive
Director

By: [Signature]
Name: Simon Sandoval - Moshenberg
Title: IAP Legal Director

ACKNOWLEDGMENT

STATE OF Virginia
COUNTY OF Fairfax

On this the 2 day of April, 2019, before me, personally appeared Simon Sandoval-Moshenberg, who acknowledged himself to be the IAP Legal Director of Legal Aid Justice Center in the above instrument, and that he, as IAP Legal Director, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Simon Sandoval-Moshenberg, a natural person by himself as IAP Legal Director of Legal Aid Justice Center.

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

[Signature]
Notary Public

My Commission Expires: 10/31/2021



Organization Name: LAJC

FY20 - Quarterly Programmatic Report	Contracted Targeted Goal	Q1	Q2	Q3	Q4
Clients Served					
Unduplicated # of Arlington resident clients provided with Legal Immigration Consultation	58				
# of legal immigration consults provided for 200 Bridges-referred family member	30				
# of new legal immigration cases opened for 200 Bridges-referred family member	will vary based on eligibility				
a.) by type -- asylum, etc.					
b.) by type, U visa, etc.					
# of Know Your Rights presentations provided in Arlington	8				
# of attendees at Know Your Rights presentations	160				
# of counsels upon arrest or removal defense cases for Arlington residents	12				

Outcomes Measures					
% of approved affirmative or defensive Legal Immigration cases for Bridges-referred residents that were closed within the quarter	90%				
% of approved affirmative or defensive removal defense cases for Arlington residents that were closed within the quarter	70%				
% of approved affirmative or defensive legal immigration cases for 200 Bridges-referred family member that were closed within the quarter	80%				

Unduplicated Demographics of Clients Served	Q1	Q2	Q3	Q4
---	----	----	----	----

Race

American Indian or Alaskan Native

- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White
- Hispanic or Latino
- Other
- Don't Know/Declined to Answer

Age

- 0-17 years old
- 18-64 years old
- 65 and older
- Don't Know/Declined to Answer

Residency

- Arlington residents served
- Other residents served

Gender

- Male
- Female
- Don't Know/Declined to Answer

Country of Origin

Add a row for every country of origin served

**Total (Actual Year-
End)**