

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
LEGAL AID SOCIETY OF SAN MATEO COUNTY**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this Twentieth day of April, 2021, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the Legal Aid Society of San Mateo County, hereinafter called "Contractor";

W I T N E S S E T H:

WHEREAS, pursuant to Government Code, Section 31000, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof;

WHEREAS, the parties entered into an Agreement pursuant to which the Contractor agreed to provide affirmative immigration legal services for the term of July 1, 2019 through June 30, 2020, for an amount not to exceed \$287,040; and

WHEREAS, the parties amended the Agreement to extend the term through June 30, 2021, and increased the not-to-exceed amount by \$287,040 for a new not to exceed amount of \$574,080.

WHEREAS, the parties wish to again amend the Agreement to further extend its term through June 30, 2022, and to increase the maximum amount authorized to be expended under the Agreement by \$287,040, to an amount not to exceed \$861,120.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1. Exhibits and Attachments is amended and restated in its entirety to read as follows:

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A2—Services
Exhibit B3—Payments and Rates
Exhibit C2—Monitoring
Attachment I—§ 504 Compliance

2. Section 3. Payments is amended and restated in its entirety to read as follows:

In consideration of the services provided by Contractor in accordance with all terms,

conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed EIGHT HUNDRED SIXTY ONE THOUSAND ONE HUNDRED TWENTY DOLLARS (\$861,120.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

3. Section 4. Term of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2019, through June 30, 2022.

4. Exhibit A to the Agreement is replaced in its entirety with Exhibit A2 attached hereto.
5. Exhibit B2 to the Agreement is replaced in its entirety with Exhibit B3 attached hereto.
6. Exhibit C to the Agreement is replaced in its entirety with Exhibit C2 attached hereto.
7. **All other terms and conditions of the agreement dated July 1, 2019, between the County and Contractor shall remain in full force and effect.**

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor:


Contractor Signature

3/23/2021
Date

M. Stacey Hawver
Contractor Name (please print)

For County:

Purchasing Agent Signature
County of San Mateo

Date

Purchasing Agent Name
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title

County of San Mateo

Exhibit A2

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

- Contractor shall organize and host free **legal workshops** to provide immigrants with general legal information and, when appropriate, assistance completing applications for immigration relief or opportunities for one-on-one legal consultations.
- Contractor shall provide **brief legal services**, which may include one-on-one legal consultations, advice, screening, referral, and limited scope legal services, to immigrants who attend workshops, attend immigration law consultation clinics, or are affected by enforcement operations.
- Contractor shall represent immigrants seeking **affirmative immigration relief**, such as remedies for victims of crimes and abused or neglected children.
- Contractor shall be allowed to sub-contract with partner organizations for the purposes of organizing and staffing workshops; providing brief services; and representing immigrants seeking affirmative immigration remedies. Such subcontracting shall be subject to the approval of the County, with such approval not to be unreasonably withheld.

Legal Workshops

- Contractor shall organize and host 12 free legal workshops, with two of the workshops addressing citizenship, that focus on the needs of immigrants in our community. The workshops may be held in person or remotely, consistent with public health guidance, and will reach an estimated total of 300 participants. Contractor will ensure that in-person workshops incorporate all appropriate protective measures, including social distancing and use of cloth face coverings, etc. Remote workshop events may include video presentations, live presentations using social media, and/or other mechanisms that are responsive to the needs of participants. Notwithstanding the foregoing, Contractor will take reasonable efforts during the term of the Agreement to conduct workshops in person to the extent that this can be achieved in a reasonably safe manner.
- Outreach strategies will target residents in the northern portion of the County (i.e., Brisbane, Burlingame, Colma, Daly City, Hillsborough, Millbrae, San Bruno, and South San Francisco).
- Contractor shall recruit volunteers, promote and advertise workshop events to the public, and reserve locations and/or provide remote delivery platforms for events.
- Contractor shall provide general information or topic specific workshops such as:
 - Paths to immigration relief (general immigration workshop covering variety of issues including Public Charge and policy changes)
 - Know Your Rights
 - Immigration relief for victims of crime: U Visa, T Visa, VAWA
 - Immigration relief for children and youth: SIJS, Asylum, Removal Defense
 - Path to Citizenship
 - Other topics that may reasonably be requested by the County during the term of this Agreement

- Contractor will collaborate with the County Office of Community Affairs Immigrant Services to facilitate holding the two citizenship workshops in person as permitted under public health guidance. Contractor staff and volunteers will screen attendees for eligibility; provide appropriate referrals for attendees who do not qualify for naturalization or are better served outside the workshop context; help eligible attendees fill out applications, including for fee waivers, when eligible; and outline the remaining steps they need to take to submit a completed application for naturalization. If the citizenship workshops must be held remotely to protect public health, the workshops will focus on providing naturalization information and conducting screenings, and scheduling separate follow-up individual appointments for legal representation.
- Contractor shall provide appropriate referrals to other organizations, County programs, or other public agencies for additional assistance and services.
- Contractor will hold at least six (6) asylum clinics, in person or by phone, for individuals and families who need help to file asylum applications. Legal staff and volunteer attorneys will assist participants with completion of Form I-589, Application for Asylum and Withholding of Removal, and give them the information they need to timely submit the application. Each clinic will serve approximately 6-12 individuals.

Brief Services

- Contractor will hold monthly immigration law consultation clinics open to the community in person or by telephone, consistent with public health guidance. Legal staff will provide consultations to low-income immigrant individuals and families, offering legal advice on the forms of immigration relief available to them, discouraging the use of notaries lacking appropriate credentials or authorization to deliver legal services, providing brief services such as changes of address and changes of venue, and providing referrals to in-house attorneys, partner legal service agencies, pro se clinics, pro bono attorneys, or private attorneys.

Affirmative Relief

- Contractor shall file 150 applications for affirmative immigration relief, including Special Immigrant Juvenile Status (SIJS) for children who suffered parental abuse, neglect, or abandonment; U Visas for victims of crime; Deferred Action for Childhood Arrivals (DACA); and adjustment of status to permanent residence.

Exhibit B3

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

- The County shall pay Contractor a fixed rate of seventy one thousand seven hundred and sixty dollars (\$71,760) per fiscal quarter within 30 business days upon receipt and approval of invoices, contingent on quarterly reporting in a form reasonably satisfactory to the County made by Contractor to the County Manager.
- Quarterly Reports and Invoices shall be sent 15 days after the end of each quarter to the attention of:

Office of Community Affairs
Immigrant Services
400 County Center, 1st Floor,
Redwood City, CA 94063
Or via email

jhartenstein@smcgov.org

In no event shall all amounts paid under this Agreement, including for services, materials, and applicable taxes exceed the total amount of EIGHT HUNDRED SIXTY ONE THOUSAND ONE HUNDRED TWENTY DOLLARS (\$861,120.00).

Exhibit C2

Contractor shall collect voluntarily provided basic demographic information, including city of residence, age, gender, primary language, country of origin and contact information from attendees who receive one-on-one consultations.

Contractor shall provide Quarterly Reports regarding the following data metrics:

- Number of workshops held for immigrant needs, topics of each workshop, location of each workshop, and number of attendees per workshop.
- Number of naturalization applications and fee waiver applications completed for participants in the two stated citizenship workshops.
- Number of applications for affirmative immigration relief, type of application, and aggregated demographic info of applicants.
- Number of consultations.