

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO & THE LEGAL AID SOCIETY OF SAN MATEO
COUNTY FOR REMOVAL DEFENSE LEGAL SERVICES**

This Agreement ("Agreement") is entered into as of the Effective Date (defined herein) by and between the County of San Mateo, a political subdivision of the state of California (the "County"), and the Legal Aid Society of San Mateo County ("Contractor") (County and Contractor may be collectively referred to herein as "Parties" and individually as "Party").

* * *

WHEREAS, the County by resolution of its Board of Supervisors in 2018 entered into an agreement with Contractor to provide Removal Defense Legal Services, including legal representation of immigrants living in San Mateo County in removal actions ("Project"); and

WHEREAS, the Parties entered into a Fourth Amendment to the agreement with the Legal Aid Society of San Mateo County to provide such removal defense services for a two-year term of July 1, 2023, through June 30, 2025; and

WHEREAS, the Project continues to serve a public purpose and its continuation is in the public interest, and County wishes to utilize funds generated by the County's ½ cent sales tax ("Measure K Funds") to fund specified services relating to the Project; and

WHEREAS, subject to the terms and conditions of this Agreement, the Parties desire to enter into this new, restructured Agreement by which Contractor will continue to provide services in connection with the Project for a one-year term commencing July 1, 2025 in the amount set forth herein for use exclusively for eligible expenses incurred in connection with the Project.

NOW, THEREFORE, it is agreed by the Parties to this Agreement as follows:

1. Attachments

The following exhibits are attached hereto and incorporated by reference as if fully set forth herein: Exhibit A – Project Services; Exhibit B – Payment; and Exhibit C – Project Budget.

2. Project Services

Subject to the terms and conditions specified herein, Contractor agrees to perform services for County in connection with the Project ("Project Services") as specified in Exhibit A.

3. Funds Purpose

- a. The Parties agree that the purpose of the funds provided under this Agreement is to provide funding exclusively for expenses reasonably and necessarily incurred by Contractor for services provided for the Project as further set forth in Exhibit A and in accordance with the budget provided in Exhibit C. These funds shall not be used for any other purpose without the prior written consent of the County.
- b. Contractor agrees that at no time will any Measure K Funds be used: (i) to attempt to influence the outcome of any specific public election, or to participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of (or in opposition to) any candidate for public office; (ii) to attempt to influence the selection, nomination, election or

appointment of any individual to any public office or office in a political organization within the meaning of Internal Revenue Code Section 527(e)(2); and/or (iii) for any activity that is in violation of federal, state, or local law or any effort to induce or encourage violations of law or public policy.

4. Payment.

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 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 Thousand Six Hundred Seventy-One Dollars and Zero Cents (\$800,671.00). Contractor shall only use the funds for the purposes set forth above in Section 3. 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.

5. Contractor's Representations and Warranties

Contractor represents and warrants the following:

- a. Contractor shall ensure that the Project during the term of this Agreement serves eligible residents. Contractor shall provide services for the Project in compliance with applicable law and regulations.
- b. Any services provided under this Agreement involving the practice of law shall only be provided by attorneys currently authorized to practice law in the State of California, and Contractor shall be exclusively responsible for managing any attorney-client relationship established in providing such services under this Agreement, and shall comply with all applicable rules and regulations, including the California Rules of Professional Conduct.
- c. Contractor has full power, authority, and legal right to execute and deliver this Agreement and all other agreements, documents, and instruments contemplated hereby or thereby and to incur and perform its obligations hereunder and thereunder.
- d. Contractor is not in default under or in violation of any indenture or agreement to which it is a party or by which it is bound, or any order, regulation, ruling, or requirement of a court or other public body or authority. No creditor has given Contractor a notice or threatened to give it any notice of default under any material agreement. No event has occurred and is continuing, and no condition exists that would constitute an event of default or an event which, with the lapse of time or the giving of notice, or both, would become an event of default.
- e. No action, suit or proceeding (and to its knowledge, no investigation) is pending against Contractor before any court or administrative agency, (i) the outcome of which, by itself or taken together with other such litigation, would be reasonably expected to have a material adverse effect on Contractor's business, assets, operations, or financial condition, or (ii) which purports to affect the legality, enforceability, or validity of this Agreement.

- f. Contractor is in material compliance with all federal, state and local laws, rules, regulations, ordinances, and orders applicable to it, including, without limitation, all applicable health and safety, environmental, and building and zoning laws.
- g. Contractor will submit an IRS W-9 Form to the County and such other documentation as reasonably requested by the County to facilitate disbursement of the funds under this Agreement.

Contractor agrees to provide records sufficient to substantiate its representations and warranties upon the County's request. Contractor understands and agrees that the foregoing representations and warranties are material to the County's approval of the Agreement.

6. Contract Materials

At the end of the Agreement, or in the event of termination, all finished or unfinished reports prepared by Contractor under this Agreement shall become the property of County and be promptly delivered to County. Contractor will also provide County a copy of any general outreach/educational materials generated by Contractor under this Agreement together with a non-exclusive, irrevocable grant of license to use such materials in the future. Contractor shall retain exclusive ownership and responsibility for any documents created in connection with the provision of individual legal services, and shall retain such documents in compliance with applicable legal requirements.

7. Relationship of Parties

- a. Contractor agrees and understands that the services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees. The Contractor acknowledges and agrees that it is not, and will not hold itself out as, an agent, partner, or co-venturer of the County, and that this Agreement is not intended to and does not create an agency, partnership, or joint venture between the Parties. This Agreement is entered into for the sole benefit of the Parties and is not for the benefit of, nor may any provision hereof, be enforced by any other person or entity; thus, nothing contained herein or in the Parties' course of dealings shall be construed as conferring any third-party beneficiary status on any person or entity not a party to this Agreement.
- b. Contractor agrees to cooperate and assist with effective monitoring by the County to ensure compliance with all terms and conditions of this Agreement and applicable law and its implementing rules, regulations, reporting, and recordkeeping requirements, including, without limitation, by making itself available for and cooperating with audits and on-site reviews and timely completing applicable close-out requirements.

8. Term & Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall commence on July 1, 2025, and continue in effect through June 30, 2026, subject to all Contractor reporting/auditing obligations under the Agreement, which shall survive the Agreement and be due as set forth herein. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future Project funding.

County may suspend and/or terminate this Agreement if Contractor fails to comply with the terms of this Agreement (including breach of any representation and warranty provided herein) and may, in its sole discretion, withhold or cancel pending and future payments and/or require Contractor to return some or all payments made for performance periods in which Contractor was in breach of this Agreement.

This Agreement may be terminated by Contractor or by the County Executive Officer or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement for cause. In order to terminate for cause, absent exigent circumstances, County will first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, under exigent circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes exigent circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

Notwithstanding anything to the contrary in this Agreement, this Agreement is subject to and contingent upon applicable budgetary appropriation by the County's Board of Supervisors for each fiscal year during the term of the Agreement. If such appropriations are not approved, this Agreement will be terminated without penalty to the County. Contractor acknowledges that funding or portions of funding for this Agreement may also be contingent upon the receipt of funds from, and/or appropriation of funds by the State of California and/or the federal government. If such funding and/or appropriations are not forthcoming, or are otherwise limited, the County may immediately terminate or modify this Agreement without penalty. Such termination shall be effective upon delivery of notice as provided in Section 19 specifying the termination date.

9. Duty to Defend, Indemnify and Hold Harmless

Pursuant to Government Code Section 895.4, Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services funded under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including as to Contractor or its respective employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from the Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and

Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any claims of professional negligence arising out of the Contractor’s provision of legal services or other professional services under this Agreement; or

(E) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

10. Insurance

a. General Requirements

Contractor shall not commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County’s Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, or adequate proof of self-insurance pursuant to Government Code Section 989, *et seq.*, if applicable, and there shall be a specific contractual liability endorsement extending their coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates (or equivalent proof of statutory self-insurance) shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers’ Compensation and Employer’s Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers’ compensation and employer’s liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work funded under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work under this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor’s operations under this Agreement, whether such operations be by Contractor, any contractor, anyone directly or indirectly employed by them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability..... \$1,000,000

- (b) Motor Vehicle Liability Insurance.....\$1,000,000
- (c) Professional Liability..... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further payment under this Agreement.

11. Assignability and Subcontracting

In providing Project Services, Contractor may partner with the legal service organizations identified in Exhibit A. This Agreement shall not create a contractual relationship between County and the Contractor's partnered legal service organizations, and such Contractor partners shall not be third-party beneficiaries to this Agreement. Contractor shall be solely responsible for ensuring that their partnered legal service organizations comply with the requirements of this Agreement.

Contractor shall not otherwise assign or subcontract this Agreement or any portion of it to a third party, or partner with any legal service organization that is not identified in Exhibit A without the prior written approval of the County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice and the County shall have the right to a refund of all payments made under this Agreement for any performance period while Contractor was in breach of this requirement.

12. Compliance With Laws

All services to be performed by Contractor in connection with this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Title 8 of the U.S. Code and the Federal Regulations promulgated thereunder, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, and provisions pertaining to confidentiality of records. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity

Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred

thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:	In the case of Contractor, to:
Justin Mates County Executive’s Office 500 County Center, 5th Floor Redwood City, CA 94063 (650) 363-4136 jmates@smcgov.org	M. Stacey Hawver Legal Aid Society of San Mateo County The Natalie Lanam Justice Center Sobrato Center for Nonprofits – Redwood Shores 330 Twin Dolphin Drive, Suite 123 Redwood City, CA 94065 (650) 517-8917 mshawver@legalaidsmc.org

19. Electronic Signature

The Parties wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County’s Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Payment of Permits/Licenses

The Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be funded under this Agreement prior to commencement of said work/services. Failure to do so will result in forfeit of any right to reimbursement under this Agreement.

21. Effective Date

This Agreement shall be effective upon the date that all signatories have executed the Agreement (the “Effective Date”).

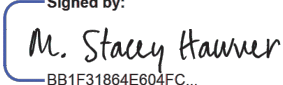
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THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY’S AUTHORIZED DESIGNEE.

[Signatures on following page]

In witness of and in agreement with this Agreement’s terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: **Legal Aid Society of San Mateo County**

<div>Signed by:  <small>BB1F31864E604FC...</small></div>	<div>6/2/2025</div>	<div>M. Stacey Hawver</div>
<div>Contractor Signature</div>	<div>Date</div>	<div>Contractor Name (please print)</div>

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A- Project Services

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

Immigrants seeking relief in removal proceedings face a drawn-out process that can take as long as 9 years. Throughout this time, the nature of their claim can shift unpredictably, depending on factors such as the country of origin, changes in presidential administration, internal memoranda, or new regulations.

In 2018, San Mateo County entered into an Agreement with Contractor to provide removal defense services that has funded four full-time attorney positions and related costs. Under that existing agreement (ending June 30, 2025), each full-time attorney was expected to carry an average caseload of 35 to 40 removal defense cases, generating a total caseload at any given time of 150 cases. Of the 219 cases opened under this caseload-based model, 47 cases remain open. Most are asylum cases with hearings set for 2025-2027.

Under this new, one-year term Agreement (commencing July 1, 2025), Contractor will continue to provide representation for the 47 cases that remain open, and may also take on new cases. With short-term funding, Contractor's partnered legal service organizations need flexibility to limit the scope of representation for new removal defense clients. Under limited scope representation, legal services providers will commit to representing clients for a specific matter or set of matters rather than the full removal defense case multi-year legal representation.

Contractor shall partner with legal service organizations to provide free legal representation to San Mateo County residents facing deportation and removal proceedings, as specified below.

A. Program Goals

1. Provide free legal representation to San Mateo County residents facing deportation and removal proceedings.
2. Ensure high-quality legal representation by securing technical assistance and training from immigration legal service experts to support the work of program attorneys providing the services referenced in Subsection 1 of this Section A in this Exhibit A.

B. Program Requirements

Contractor shall maintain the following minimum service levels throughout the term of the agreement:

1. Maintain a staffing level of at least four (4) full-time equivalent (FTE) attorneys and two (2) FTE non-attorney support staff, through hiring or reassignment, with the goal of closing as many cases as possible during the contract term.
2. Provide representation in removal proceedings before the Executive Office for Immigration Review (EOIR), and handle related appeals to the Board of Immigration Appeals (BIA) and the U.S. Court of Appeals, as necessary.
3. Distribute the four (4) FTE attorneys across six (6) partner legal service organizations.
 - Attorneys will provide full-scope representation for existing cases and may offer limited-scope representation for new cases, focused on specific issues or proceedings.

4. Legal services shall be delivered in partnership among the following legal service organizations:
 - Catholic Charities of San Francisco
 - Community Legal Services in East Palo Alto (CLSEPA)
 - Immigration Institute of the Bay Area (IIBA)
 - Legal Aid Society of San Mateo County (Legal Aid SMC)
 - Pangea
 - University of San Francisco, Immigration and Deportation Defense Clinic (USF)
5. Each FTE attorney shall manage a minimum of 25 legal matters every six months. Matters may include:
 - Case openings/closings
 - Immigration court hearings
 - Legal briefs, motions, and relief applications
 - Employment authorization applications
 - Witness preparation and document compilation (e.g., psychological evaluations, expert declarations)
 - Negotiations with opposing counsel
 - USCIS interviews and DHS requests
 - Client counseling and declaration drafting
 - Legal research and FOIA requests
 - Other work essential to effective removal defense
6. Engage and refer pro bono attorneys, as appropriate.
7. Ensure ongoing training and technical support through the Immigrant Legal Resource Center (ILRC), including:
 - Monthly removal defense trainings (as requested or agreed upon by partners)
 - Access to Bay Area and online ILRC trainings
 - Monthly mentorship calls
 - One-on-one case mentoring
8. Submit biannual reports to the County as outlined in Section C of this Exhibit A.
9. Participate in two (2) County-coordinated Deportation Defense Coordination meetings, held in January 2026 and July 2026, or otherwise requested by the County.

C. Program Measures and Reporting Requirements

County payments under Exhibit B are contingent upon satisfactory performance by the Contractor, as solely determined by the County, in delivering the services described in this Agreement and meeting the performance measures below:

Measure 1: Staffing Levels

Deliverable: Contractor will maintain the staffing levels in Exhibit A and the project budget.

- Report the number of attorney and non-attorney FTEs every six months.

Measure 2: Case Closures

Deliverable: Contractor shall prioritize completing and closing the 47 existing removal defense cases that were opened under the prior agreement between Contractor and

County (ending June 30, 2025).

- Submit biannual reports on the number of active and closed cases, in a format prescribed by the County.

Measure 3: Caseload and Client Data: Each FTE attorney is expected to handle at least 50 matters per year. Matters may include:

- Case openings/closings
- Hearings, briefs, and motions
- Applications for relief or work authorization
- Witness prep and supporting documentation (e.g., psychological evaluations)
- Opposing counsel negotiations, USCIS interviews, DHS requests
- Client counseling, declaration drafting, legal research, FOIA requests

Deliverable: Provide biannual reports with the following information:

- Total number of consultations and matters handled
- Aggregated data, where applicable, including:
 - Client gender
 - Client country of origin
 - Date of case opening
 - Form(s) of relief applied for
 - Summary of case activity
 - Number of hearings attended
 - Next hearing date
 - Case closing date and outcome

Measure 4: Training and Technical Assistance. Contractor will coordinate and participate in training and technical assistance, including:

- Monthly trainings on removal defense (as agreed with partners)
- Access to ILRC and other Bay Area or online trainings
- Monthly case mentorship conference calls
- One-one-one case mentoring

Deliverable: Provide biannual reports detailing:

- Number of trainings held and attendees per session
- Number of mentorship calls held
- Number of one-on-one mentoring sessions conducted

Measure 5: Scope of Legal Representation. Attorneys will provide full-scope representation for existing cases and may provide limited-scope representation for new cases, focused on specific issues or proceedings.

Deliverable: Contractor shall submit biannual reports that specify:

- Total number of active and closed full-scope cases
- Total number of active and closed limited-scope matters
- Description of the types of limited-scope services provided (e.g., representation at one hearing, application preparation only)

- Number of new cases opened as limited-scope v. full-scope
- Any transitions from limited-scope to full-scope, if applicable

D. Contract Monitoring Requirements

County of San Mateo staff may monitor and conduct scheduled evaluation of Project Services, which may include site visits and review of Contractor's program and materials to determine progress in the achievement of program goals and objectives as specified under this Agreement. The County will provide a minimum of one week's notice prior to any scheduled official monitoring site visit. Following the evaluations, the County will prepare a final report to provide Contractor feedback on areas of compliance and/or non-compliance. Contractor shall submit a written corrective action plan to the County in response to all findings of non-compliance. A follow-up monitoring visit will be conducted to ensure that all corrective action measures have been completed and Contractor is in compliance with contract requirements. Contractor shall be responsible for monitoring all partner legal service organizations under this Agreement.

Exhibit B – Payment

In consideration of and conditional upon the delivery of the Project Services provided by Contractor described in Exhibit A and subject to the terms and conditions of the Agreement, County shall pay Contractor based on the rates and terms as provided below.

1. Payment Amount:

The County shall pay the Contractor a fixed biannual amount of \$400,335.50.

2. Staffing-Based Adjustments:

If the Contractor fails to maintain the staffing levels specified in Exhibit A and the Project Budget (Exhibit C), the portion of the payment corresponding to attorney and non-attorney personnel will be proportionally reduced.

3. Conditions for Payment:

Payments are contingent upon:

- Submission of complete and accurate invoices; and
- Submission and County approval of all required reports as specified in this Agreement.

4. Invoicing and Reporting Schedule:

Invoices and biannual reports must be submitted no later than the 10th day of the month following the end of each six-month period:

- January 10, 2026 (for July–December 2025)
- July 10, 2026 (for January–June 2026)

5. Submission Instructions:

Invoices and reports shall be submitted to:

San Mateo County

County Executive's Office of Community Affairs

500 County Center, 5th Floor

Redwood City, CA 94063

Attention: Emma Gonzalez, Director of Community Affairs

Or via email:

immigrantservices@smcgov.org

Failure to submit required reports may result in delay in processing of invoices for reimbursement.

Exhibit C – Project Budget

Project Budget:

Personnel:	Rate	FTEs	Total
Attorneys	\$134,087.00	4.00	\$536,348.00
Non-Attorney Staff	\$73,861.00	2.00	\$147,722.00
Other Programmatic Expenses:			
Technical Assistance and Training @ 10% of program			\$ 68,407.00
Administrative Expenses:			
Fiscal Lead @ 7.1% of Program Costs			\$ 48,194.00
	Grand Total:		\$800,671.00