

Agreement No. \_\_\_\_\_

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

This Agreement is entered into this 1<sup>st</sup> day July of 2026, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Legal Aid Society of San Mateo County, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained to provide Removal Defense Limited-Scope Services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

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

- Exhibit A—Services
- Exhibit B—Payments and Rates

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and 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 set forth in Exhibit A and in accordance with costs described in Exhibit B. 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 funds provided under this agreement 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 statement) 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. Payments**

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 ONE MILLION SEVEN HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND NO CENTS (\$1,773,780.00), unless the County exercises its option to extend the term of the agreement by one year, from July 1, 2028, to June 30, 2029, as provided in Section 6 of this Agreement, in which case the County's total fiscal obligation under this Agreement shall not exceed: TWO MILLION SEVEN HUNDRED FIVE THOUSAND FOUR HUNDRED SIXTY-FIVE DOLLARS AND NO CENTS (\$2,705,465.00). 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.

## **5. Contractor's Representation and Warranties**

Contractor represents and warrants the following:

- a. Contractor shall ensure that the services during the term of this Agreement serves San Mateo County eligible residents. Contractor shall provide services set forth in this Agreement in compliance with applicable law and regulations.
- b. All attorneys and DOJ-accredited representatives representing clients before the Department of Homeland Security (DHS), the Executive Office for Immigration Review (EOIR), and the Board of Immigration Appeals (BIA) under this contract will be duly licensed and registered as required by 8 CFR Part 1292. As permitted by federal law and regulation, some partner attorneys may be members of the bar of a state other than California. All attorneys representing clients in state or federal courts under this contract will meet the requirements for practicing before those courts.
- 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 of 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. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2026, through June 30, 2028. The County may, in its sole discretion, exercise an option to extend the term up to one (1) additional one-year term from July 1, 2028, to June 30, 2029, under the same terms and conditions set forth in this Agreement. The County Executive, OR County Executive's designee, may exercise the County's option by providing written notice to Contractor at least thirty (30) calendar days prior to the expiration of the initial term of the Agreement, or thirty (30) calendar days prior to the expiration of the first option, if applicable

## **7. Termination**

This Agreement may be terminated by Contractor or by the County Executive 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 or a portion of the services referenced in the Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must 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, in extreme 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 an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

## **8. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

## **9. Relationship to Parties**

Contractor agrees and understands that the work/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.

## **10. Hold Harmless**

### **a. General Hold Harmless**

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 required of Contractor 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 Contractor or its 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 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 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.

## **11. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of 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.

## **12. Insurance**

12.1. General Requirements

Contractor shall not commence work or be required to 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, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates 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.

12.2. 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 under this Agreement.

12.3. 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 covered by 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 subcontractor, anyone directly or indirectly employed by either of 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 work and payment pursuant to this Agreement.

### **13. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement. Services provided under this Agreement will be completed in a manner that is consistent with federal, state and local laws and regulations, including authorities that prohibit harboring.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

### **14. Levine Act Compliance**

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

### **15. Non-Discrimination and Other Requirements**

#### **15.1. 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.

15.2. 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.

15.3. 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.

15.4. 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.

15.5. 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.

15.6. 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.

15.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of

the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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.

#### **15.8. 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.

#### **16. 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.

#### **17. 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.

### **18. 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.

### **19. 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.

### **20. 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:

Name/Title: Blanca Tapia/Interim Chief of Community Affairs and Programming  
Address: 500 County Center, 5<sup>th</sup> floor, Redwood City, CA, 94063

Telephone: 650-647-9586  
Email: [btapia@smcgov.org](mailto:btapia@smcgov.org)

In the case of Contractor, to:

Name/Title: M. Stacey Hawver / Executive Director  
Address: 330 Twin Dolphin Drive, Suite 123, Redwood City, CA 94065  
Telephone: 650-517-8917  
Email: [mshawver@legalaidsmc.org](mailto:mshawver@legalaidsmc.org)

**21. Electronic Signature**

Both County and Contractor 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.

**22. Rehabilitation Act of 1973**

Refer to the attachment required to be completed by the Contractor.

### **Exhibit A**

In consideration of the payments set forth in Exhibit B, County payments are contingent upon satisfactory performance by the Contractor, as solely determined by the County, in delivering the services described in this Agreement and meeting performance measures below.

The key priorities Contractor is to maintain in performing under this Agreement will include:

- A. Expand immigration legal services access to the San Mateo County communities that will be presented before the Executive Office for Immigration Review (EOIR).
- B. Provide matter (task) based representation through limited-scope models.
- C. Improve and synchronize coordination with Rapid Response Services and Affirmative Legal Services.
- D. Increase organizational capacity while ensuring no duplication of services.

Legal services shall be delivered in partnership among the following legal services organizations, including the Contractor:

- Catholic Charities of San Francisco/San Mateo County
- Community Legal Services in East Palo Alto (CLSEPA)
- Immigration Institute of the Bay Area (IIBA)
- Pangea Legal Services
- University of San Francisco School of Law Immigration and Deportation Defense Clinic

### **Scope of Work**

Contractor will be expected to provide Removal Defense Limited-Scope services to low-income San Mateo County residents that will include, but are not limited to, the service descriptions below, such as:

#### **A. Limited-Scope Legal Services Matters**

- Master calendar hearings
  - Explain the charges contained in the Notice to Appear (NTA) to the respondent in non-technical language
  - Set deadlines for filing applications for relief, briefs, motions, pre-hearing statements, exhibits, witness lists, and other documents
  - Schedule hearings to adjudicate contested matters and applications for relief
  - Advise the respondent of the consequences of failing to appear at subsequent hearings
- Pre-hearing preparation
  - Explaining the hearing process
  - Addressing client questions
  - Explain the scope of the hearings

- Legal Research, based on relief requested
  - Interview Client
  - Expert and Lay Witnesses
  - Review Documentary Evidence
  - Preparing Exhibits
- Bond Proceedings
  - File Notice of Entry of Appearance
  - Appear on behalf of client
  - Accept service of process of documents
- Motions
  - Motion to Reopen/Reconsider
  - Motion to Continue for Good Cause
  - Motion to Extend Filing Deadline
  - Motion to Change Venue
  - Motion to Sever/Consolidate
  - Motions to Terminate/Dismiss/Admin Close
- Evidence packets
  - Written and signed affidavits from sworn statements
  - Pre-Hearing Statement/Particular Social Group (PSG) Statements
  - Recordings and transcript of interviews
  - Expert and Opinion Evidence
- Brief Preparation (also known as Case Summary)
  - Pre-trial briefs
  - Trial briefs
  - Appellate briefs
  - Memorandum of Law
- Freedom of Information Act (FOIA) requests as related to a given matter, including but not limited to:
  - Request Department of State Records
  - Request Personal Information
  - Request Visa Records
- Pro Se Coaching

- Contractor shall be a practitioner of record, or provide document assistance, to pro-se noncitizens with drafting, completion, or filling in of blank spaces of a specific motion, brief, form, or other documentation that are intended to be filed with the immigration court.
- Contractor is responsible for filing and submitting Form EOIR-61 for services provided.
- Contractor must ensure that the pro-se noncitizens understand what the limited services are and when representation begins and ends.
- Contractor is to follow California's Rules of Professional Conduct, including but not limited to:
  - Chapter 6. Public Service
    - Rule 6.5 Limited Legal Services Programs

#### **B. Case Withdrawal**

- Contractor may withdraw upon completion of assigned tasks or due to valid reasonings as stated in Rule 1.16.

#### **C. Required Coordination**

- Contractor is expected to communicate and coordinate closely with the Rapid Response Provider and Affirmative Legal Services Provider, and other County designated community service providers to ensure alignment of services, delivery, referrals and information-sharing, which will include participating in reoccurring coordination meetings.
- Contractor must participate in meetings with the County of San Mateo OCA team and communicate updates and status regarding the matters (tasks).
- Must provide monthly technical assistance and training regarding immigration legal updated policies and changes to the County's designated Affirmative Legal Providers, Rapid Response Providers, and community-based organizations (CBOs) to ensure high-quality legal representation to SMC residents and individuals.

#### **Performance Measures**

##### **Limited-Scope Legal Services**

- A. Report on completed limited-scope matters per year and identify organizations who completed the matters (300 minimum matters completed per year required).
- B. Report on the total number of consultations and matters (tasks) addressed and outcomes.
- C. Collect and report aggregated data, including country and/or origin, race, ethnicity, age group, Zip Code, and primary language spoken, when applicable and in compliance with confidentiality and data privacy requirements.
- D. Submit reports on the number of active and closed cases, in a format prescribed by the County.
- E. Report descriptions of the types of limited-scope services provided (e.g., representation at one hearing, application preparation only).
- F. Report on the number of pro se cases with limited-scope legal assistance provided.

Case Withdrawal

- A. Contractor will follow California's Rules of Professional Conduct, including Rule 1.16 Declining or Terminating Representation.

Required Coordination

- A. Collect and report the aggregated data of the number of referrals to other immigration relief legal services and programs for cases beyond the scope of services.
- B. Collect and report the aggregated data of referrals to pro bono services, when applicable and in compliance with confidentiality and data privacy requirements.
- C. Collect and report aggregate data on the type of assistance or information provided, where applicable.
- D. Language access metrics
  - 1. Report on the languages in which support was provided, when applicable.
  - 2. Report on the primary languages requested by individual's services, in aggregated.
- E. Report on the number of trainings and assistance provide to other providers and CBO's, including the material covered and provided during the trainings.

Contract Monitoring Requirements

County of San Mateo staff may monitor and conduct scheduled evaluation of 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**

In consideration of the services provided by the Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the services catalog that is featured below.

Contractor will be expected to provide all services listed below based on the current needs and requests from low-income San Mateo County residents.

**Removal Defense Fee for 2026-2027**

**Limited-Scope Legal Services**

| Line | Matter Type  | Fee/<br>Matter | Estimated #<br>Matters | Estimated<br>Fees |
|------|--|----------------|------------------------|-------------------|
| 1    | EOIR-28 notice of entry of general appearance preparation and filing   | 250            | 12                     | 3,000             |
| 2    | EOIR-61 notice of entry of limited appearance preparation and filing   | 250            | 56                     | 14,000            |
| 3    | Master Calendar hearing/status conference appearance   | 1,000          | 6                      | 6,000             |
| 4    | Individual hearing appearance  | 3,000          | 10                     | 30,000            |
| 5    | negotiation with ICE/opposing counsel  | 1,000          | 6                      | 6,000             |
| 6    | EOIR-26 Notice of Appeal of IJ Decision to Board of Immigration Appeals (BIA)                                  | 2,000          | 5                      | 10,000            |
| 7    | Briefing to BIA for Appeal of IJ Decision  | 7,000          | 3                      | 21,000            |
| 8    | EOIR-42A/B Cancellation of Removal   | 3,000          | 1                      | 3,000             |
| 9    | 9th Circuit Petition for Review preparation and filing   | 7,000          | 2                      | 14,000            |
| 10   | I-246 Application for Stay of Deportation or Removal   | 1,000          | 0                      | -                 |
| 11   | client consultation  | 500            | 126                    | 63,000            |
| 12   | client declaration preparation and filing  | 2,000          | 6                      | 12,000            |
| 13   | client preparation for hearing   | 2,000          | 6                      | 12,000            |
| 14   | evidence (primary filing to support requested relief)  | 3,000          | 4                      | 12,000            |
| 15   | obtain, organize, and submit documentary evidence (limited initial or supplemental filing)                     | 1,000          | 3                      | 3,000             |
| 16   | legal research   | 1,000          | 5                      | 5,000             |
| 17   | expert witness preparation   | 1,000          | 3                      | 3,000             |
| 18   | procedural motion preparation and filing (e.g., change of venue, change in hearing format)                     | 1,000          | 33                     | 33,000            |
| 19   | substantive motion preparation and filing (e.g., termination of removal proceedings)                           | 2,000          | 40                     | 80,000            |
| 20   | briefs, pleadings, pre-hearing statements, requests, memoranda, and other legal writing preparation and filing | 2,000          | 16                     | 32,000            |
| 21   | attorney appearance other than hearing (e.g., asylum interview, ICE check-in)                                  | 1,000          | 5                      | 5,000             |
| 22   | AR-11 change of address  | 500            | 5                      | 2,500             |
| 23   | FOIA request preparation and filing  | 500            | 2                      | 1,000             |

|   |   |        |            |                |
|---|---|--------|------------|----------------|
| 24  | I-130 Petition for Alien Relative   | 2,000  | 0          | -              |
| 25  | I-192 Application for Advance Permission to Enter as a Nonimmigrant                       | 1,000  | 0          | -              |
| 26  | I-360 Petition for Special Immigrant (VAWA or SIJ)  | 2,000  | 22         | 44,000         |
| 27  | I-485 Application to Adjust Status  | 3,000  | 15         | 45,000         |
| 28  | I-589 Application for Asylum and for Withholding of Removal                               | 2,500  | 38         | 95,000         |
| 29  | Inadmissibility   | 3,000  | 0          | -              |
| 30  | Authorization   | 500    | 44         | 22,000         |
| 31  | I-730 Petition for Asylee Relative  | 1,000  | 3          | 3,000          |
| 32  | I-914 Application for T Visa  | 6,000  | 0          | -              |
| 33  | I-918 Application for U Visa  | 6,000  | 0          | -              |
| 34  | I-918 Supplement B Certification Request  | 1,000  | 0          | -              |
| 35  | I-290B Notice of Appeal or Motion   | 3,000  | 0          | -              |
| 36  | G-325A SIJ deferred action/Emp Auth renewal   | 500    | 1          | 500            |
| 37  | fee waiver application  | 500    | 5          | 2,500          |
| 38  | Response to USCIS RFE (request for additional evidence to support application for relief) | 2,000  | 2          | 4,000          |
| 39  | state court action to obtain SIJ predicate order preparation and filing                   | 3,000  | 18         | 54,000         |
| 40  | state court hearing appearance  | 2,000  | 18         | 36,000         |
| 41  | post-conviction relief DA negotiation packet and fully briefed motion                     | 6,500  | 0          | -              |
| 42  | federal habeas petition   | 10,000 | 5          | 50,000         |
| 43  | 9th Circuit Motion for Stay of Removal  | 500    | 3          | 1,500          |
| 44  | 9th Circuit Supplemental Briefing in support of Motion for Stay of Removal                | 1,500  | 3          | 4,500          |
| 45  | BIA Motion for Stay of Removal  | 1,500  | 3          | 4,500          |
| 46  | BIA Supplemental Briefing in support of Motion for Stay of Removal                        | 1,000  | 3          | 3,000          |
| 47  | appearance at bond hearing  | 2,000  | 0          | -              |
| <b>Total Limited-Scope Legal Services</b> |   |        | <b>538</b> | <b>740,000</b> |

|   |                |
|---|----------------|
| <b>Client Services Total</b>                              | <b>740,000</b> |
| Technical Assistance @10% of Client Services              | 74,000         |
| Coordination and Fiscal Lead Fee @7.5% of Client Services | 55,500         |
| <b>Contract Total</b>                                     | <b>869,500</b> |

## Removal Defense Fee for 2027-2028

### Limited-Scope Legal Services

| Line | Matter Type  | Fee/<br>Matter | Estimated #<br>Matters | Estimated<br>Fees |
|------|--|----------------|------------------------|-------------------|
| 1    | EOIR-28 notice of entry of general appearance preparation and filing   | 260            | 12                     | 3,120             |
| 2    | EOIR-61 notice of entry of limited appearance preparation and filing   | 260            | 56                     | 14,560            |
| 3    | appearance   | 1,040          | 6                      | 6,240             |
| 4    | Individual hearing appearance  | 3,120          | 10                     | 31,200            |
| 5    | negotiation with ICE/opposing counsel  | 1,040          | 6                      | 6,240             |
| 6    | EOIR-26 Notice of Appeal of IJ Decision to Board of Immigration Appeals (BIA)                                  | 2,080          | 5                      | 10,400            |
| 7    | Briefing to BIA for Appeal of IJ Decision  | 7,280          | 3                      | 21,840            |
| 8    | EOIR-42A/B Cancellation of Removal   | 3,120          | 1                      | 3,120             |
| 9    | filing   | 7,280          | 2                      | 14,560            |
| 10   | Removal  | 1,040          | 0                      | -                 |
| 11   | client consultation  | 520            | 126                    | 65,520            |
| 12   | client declaration preparation and filing  | 2,080          | 6                      | 12,480            |
| 13   | client preparation for hearing   | 2,080          | 6                      | 12,480            |
| 14   | evidence (primary filing to support requested relief)  | 3,120          | 4                      | 12,480            |
| 15   | obtain, organize, and submit documentary evidence (limited initial or supplemental filing)                     | 1,040          | 3                      | 3,120             |
| 16   | legal research   | 1,040          | 5                      | 5,200             |
| 17   | expert witness preparation   | 1,040          | 3                      | 3,120             |
| 18   | procedural motion preparation and filing (e.g., change of venue, change in hearing format)                     | 1,040          | 33                     | 34,320            |
| 19   | substantive motion preparation and filing (e.g., termination of removal proceedings)                           | 2,080          | 40                     | 83,200            |
| 20   | briefs, pleadings, pre-hearing statements, requests, memoranda, and other legal writing preparation and filing | 2,080          | 16                     | 33,280            |
| 21   | attorney appearance other than hearing (e.g., asylum interview, ICE check-in)                                  | 1,040          | 5                      | 5,200             |
| 22   | AR-11 change of address  | 520            | 5                      | 2,600             |
| 23   | FOIA request preparation and filing  | 520            | 2                      | 1,040             |
| 24   | I-130 Petition for Alien Relative  | 2,080          | 0                      | -                 |
| 25   | I-192 Application for Advance Permission to Enter as a Nonimmigrant  | 1,040          | 0                      | -                 |

|   |   |        |            |                |
|---|---|--------|------------|----------------|
| 26  | or SIJ)   | 2,080  | 22         | 45,760         |
| 27  | I-485 Application to Adjust Status  | 3,120  | 15         | 46,800         |
| 28  | I-589 Application for Asylum and for Withholding of Removal                               | 2,600  | 38         | 98,800         |
| 29  | I-601 Application for Waiver of Grounds of Inadmissibility                                | 3,120  | 0          | -              |
| 30  | Authorization   | 520    | 44         | 22,880         |
| 31  | I-730 Petition for Asylee Relative  | 1,040  | 3          | 3,120          |
| 32  | I-914 Application for T Visa  | 6,240  | 0          | -              |
| 33  | I-918 Application for U Visa  | 6,240  | 0          | -              |
| 34  | I-918 Supplement B Certification Request  | 1,040  | 0          | -              |
| 35  | I-290B Notice of Appeal or Motion   | 3,120  | 0          | -              |
| 36  | G-325A SIJ deferred action/Emp Auth renewal   | 520    | 1          | 520            |
| 37  | fee waiver application  | 520    | 5          | 2,600          |
| 38  | Response to USCIS RFE (request for additional evidence to support application for relief) | 2,080  | 2          | 4,160          |
| 39  | state court action to obtain SIJ predicate order preparation and filing                   | 3,120  | 18         | 56,160         |
| 40  | state court hearing appearance  | 2,080  | 18         | 37,440         |
| 41  | post-conviction relief DA negotiation packet and fully briefed motion                     | 6,760  | 0          | -              |
| 42  | federal habeas petition   | 10,400 | 5          | 52,000         |
| 43  | 9th Circuit Motion for Stay of Removal  | 520    | 3          | 1,560          |
| 44  | 9th Circuit Supplemental Briefing in support of Motion for Stay of Removal                | 1,560  | 3          | 4,680          |
| 45  | BIA Motion for Stay of Removal  | 1,560  | 3          | 4,680          |
| 46  | BIA Supplemental Briefing in support of Motion for Stay of Removal                        | 1,040  | 3          | 3,120          |
| 47  | appearance at bond hearing  | 2,080  | 0          | -              |
| <b>Total Limited-Scope Legal Services</b> |   |        | <b>538</b> | <b>769,600</b> |

|   |                |
|---|----------------|
| <b>Client Services Total</b>                              | <b>769,600</b> |
| Technical Assistance @10% of Client Services              | 76,960         |
| Coordination and Fiscal Lead Fee @7.5% of Client Services | 57,720         |
| <b>Contract Total</b>                                     | <b>904,280</b> |

\*This Fee Schedule applies only if the County exercises the option to extend terms, as set forth in Section 6 of the Agreement.

**\*Removal Defense Fee for 2028-2029**

**Limited-Scope Legal Services**

| Line | Matter Type  | Fee/<br>Matter | Estimated #<br>Matters | Estimated<br>Fees |
|------|--|----------------|------------------------|-------------------|
| 1    | EOIR-28 notice of entry of general appearance preparation and filing   | 268            | 12                     | 3,216             |
| 2    | EOIR-61 notice of entry of limited appearance preparation and filing   | 268            | 56                     | 15,008            |
| 3    | Master Calendar hearing/status conference appearance   | 1,072          | 6                      | 6,432             |
| 4    | Individual hearing appearance  | 3,214          | 10                     | 32,140            |
| 5    | negotiation with ICE/opposing counsel  | 1,072          | 6                      | 6,432             |
| 6    | EOIR-26 Notice of Appeal of IJ Decision to Board of Immigration Appeals (BIA)                                  | 2,143          | 5                      | 10,715            |
| 7    | Briefing to BIA for Appeal of IJ Decision  | 7,499          | 3                      | 22,497            |
| 8    | EOIR-42A/B Cancellation of Removal   | 3,214          | 1                      | 3,214             |
| 9    | 9th Circuit Petition for Review preparation and filing   | 7,499          | 2                      | 14,998            |
| 10   | I-246 Application for Stay of Deportation or Removal   | 1,072          | 0                      | -                 |
| 11   | client consultation  | 536            | 126                    | 67,536            |
| 12   | client declaration preparation and filing  | 2,143          | 6                      | 12,858            |
| 13   | client preparation for hearing   | 2,143          | 6                      | 12,858            |
| 14   | obtain, organize, and submit documentary evidence (primary filing to support requested relief)                 | 3,214          | 4                      | 12,856            |
| 15   | obtain, organize, and submit documentary evidence (limited initial or supplemental filing)                     | 1,072          | 3                      | 3,216             |
| 16   | legal research   | 1,072          | 5                      | 5,360             |
| 17   | expert witness preparation   | 1,072          | 3                      | 3,216             |
| 18   | procedural motion preparation and filing (e.g., change of venue, change in hearing format)                     | 1,072          | 33                     | 35,376            |
| 19   | substantive motion preparation and filing (e.g., termination of removal proceedings)                           | 2,143          | 40                     | 85,720            |
| 20   | briefs, pleadings, pre-hearing statements, requests, memoranda, and other legal writing preparation and filing | 2,143          | 16                     | 34,288            |
| 21   | attorney appearance other than hearing (e.g., asylum interview, ICE check-in)                                  | 1,072          | 5                      | 5,360             |
| 22   | AR-11 change of address  | 536            | 5                      | 2,680             |

|   |   |        |            |                |
|---|---|--------|------------|----------------|
| 23  | FOIA request preparation and filing   | 536    | 2          | 1,072          |
| 24  | I-130 Petition for Alien Relative   | 2,143  | 0          | -              |
| 25  | I-192 Application for Advance Permission to Enter as a Nonimmigrant                       | 1,072  | 0          | -              |
| 26  | I-360 Petition for Special Immigrant (VAWA or SIJ)  | 2,143  | 22         | 47,146         |
| 27  | I-485 Application to Adjust Status  | 3,214  | 15         | 48,210         |
| 28  | I-589 Application for Asylum and for Withholding of Removal                               | 2,678  | 38         | 101,764        |
| 29  | I-601 Application for Waiver of Grounds of Inadmissibility                                | 3,214  | 0          | -              |
| 30  | I-765 Application for Employment Authorization  | 536    | 44         | 23,584         |
| 31  | I-730 Petition for Asylee Relative  | 1,072  | 3          | 3,216          |
| 32  | I-914 Application for T Visa  | 6,428  | 0          | -              |
| 33  | I-918 Application for U Visa  | 6,428  | 0          | -              |
| 34  | I-918 Supplement B Certification Request  | 1,072  | 0          | -              |
| 35  | I-290B Notice of Appeal or Motion   | 3,214  | 0          | -              |
| 36  | G-325A SIJ deferred action/Emp Auth renewal   | 536    | 1          | 536            |
| 37  | fee waiver application  | 536    | 5          | 2,680          |
| 38  | Response to USCIS RFE (request for additional evidence to support application for relief) | 2,143  | 2          | 4,286          |
| 39  | state court action to obtain SIJ predicate order preparation and filing                   | 3,214  | 18         | 57,852         |
| 40  | state court hearing appearance  | 2,143  | 18         | 38,574         |
| 41  | post-conviction relief DA negotiation packet and fully briefed motion                     | 6,963  | 0          | -              |
| 42  | federal habeas petition   | 10,712 | 5          | 53,560         |
| 43  | 9th Circuit Motion for Stay of Removal  | 536    | 3          | 1,608          |
| 44  | 9th Circuit Supplemental Briefing in support of Motion for Stay of Removal                | 1,607  | 3          | 4,821          |
| 45  | BIA Motion for Stay of Removal  | 1,607  | 3          | 4,821          |
| 46  | BIA Supplemental Briefing in support of Motion for Stay of Removal                        | 1,072  | 3          | 3,216          |
| 47  | appearance at bond hearing  | 2,143  | 0          | -              |
| <b>Total Limited-Scope Legal Services</b> |   |        | <b>538</b> | <b>792,922</b> |

|   |                |
|---|----------------|
| <b>Client Services Total</b>                              | <b>792,922</b> |
| Technical Assistance @10% of Client Services              | 79,293         |
| Coordination and Fiscal Lead Fee @7.5% of Client Services | 59,470         |
| <b>Contract Total</b>                                     | <b>931,685</b> |

| Invoice and Report Due Date | Billing and Reporting Period | Invoice Amount FY 26/27 | Invoice Amount FY 27/28 | *Invoice Amount FY 28/29 |
|-----------------------------|------------------------------|-------------------------|-------------------------|--------------------------|
| October 15th                | July-September               | \$217,375.00            | \$226,070.00            | \$232,921.25             |
| January 15th                | October-December             | \$217,375.00            | \$226,070.00            | \$232,921.25             |

|                              |               |              |              |              |
|------------------------------|---------------|--------------|--------------|--------------|
| April 15th                   | January-March | \$217,375.00 | \$226,070.00 | \$232,921.25 |
| June 15th<br>(Annual Report) | April-June    | \$217,375.00 | \$226,070.00 | \$232,921.25 |

County shall process, within 30 business days, Contractor invoice upon receipt of an approved invoice in the County’s Accounting Department. A written itemized quarterly invoice identifying the Agreement number, location of work, specific work completed, and breakdown of charges must be provided along with any documentation verifying the work billed or hours billed are required along with the invoice.

**Effective November 2022, when submitting invoices, Contractor is required to submit supporting documents along with approved invoices.** Adequate supporting documents include, among others: deliverable documents, payroll registers, timesheets, detailed invoices, inspection certificates, activity/participant logs, applicant forms, acceptance letters, survey forms, authorized travel/expense forms, service acknowledgment forms, etc. The types of documents required to support/verify information on invoices depend on the specified contracted services and, if applicable, costs to be reimbursed.

Any additional work requested outside of the contract or authorized rates and scope of work can only be billed with proper written County approval, contractor’s proposal on the additional requested work, and all necessary backup documentation.

The approved total not-to-exceed amount shall be One Million Seven Hundred Seventy-Three Thousand Seven Hundred Eighty Dollars and No Cents (\$1,773,780.00) over the term of this agreement, unless the County exercises its option provided in Section 4 of this Agreement, in which case the County’s total fiscal obligation under this Agreement shall not exceed: Two Million Seven Hundred Five Thousand Four Hundred Sixty-Five Dollars and No Cents (\$2,705,465.00) if extended for July 1, 2028 to June 30, 2029.

Invoices are to be submitted to:  
[immigrantservices@smcgov.org](mailto:immigrantservices@smcgov.org)

or

Office of Community Affairs  
 500 County Center, 5th Floor  
 Redwood City, CA 94063

Invoices not properly submitted according to this contract may result in delayed payment to contractor.

SIGNATURE PAGE TO FOLLOW

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

|  |           |                                |
|--|-----------|--------------------------------|
| DocuSigned by:<br><i>Stacey Hawver</i> | 5/27/2026 | Stacey Hawver                  |
| Contractor Signature                   | Date      | Contractor Name (please print) |

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board