

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO & THE LEGAL AID SOCIETY OF SAN MATEO  
COUNTY FOR RAPID RESPONSE 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 rapid response legal services under the Removal Defense Legal Services agreement, through which Contractor provides legal assistance to San Mateo County residents facing imminent threats such as detention and deportation (“Project”); and

WHEREAS, the Parties entered into a Fourth Amendment to the contract with the Legal Aid Society of San Mateo County to provide such removal defense services, including rapid response legal 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 condition of this Agreement, the Parties desire to enter into this new, restructured Agreement by which Contractor will continue to provide rapid response services in connection with the Project, separate from the removal defense services, 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 Five Hundred Thirty-three Thousand Nine Hundred Sixty-Four Dollars and Zero Cents (\$533,964.00). 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 circumstances 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;

(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 Title 8 of the U.S. Code and the Federal Regulations promulgated thereunder, 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. 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<br>County Executive’s Office<br>500 County Center, 5th Floor<br>Redwood City, CA 94063<br>(650) 363-4136<br>jmates@smcgov.org | M. Stacey Hawver<br>Legal Aid Society of San Mateo County<br>The Natalie Lanam Justice Center<br>Sobrato Center for Nonprofits – Redwood Shores<br>330 Twin Dolphin Drive, Suite 123<br>Redwood City, CA 94065<br>(650) 517-8917<br>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”).

\* \* \*

**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 an 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**

|  |                 |                                |
|--|-----------------|--------------------------------|
| <br>Signed by:<br><i>M. Stacey Hawver</i><br>BB1F31864E604FC... | <u>6/2/2025</u> | <u>M. Stacey Hawver</u>        |
| Contractor Signature   | Date            | Contractor Name (please print) |

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COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County of San Mateo

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:

Faith in Action Bay Area (FIABA) coordinates San Mateo County's Rapid Response Network and provides a comprehensive dispatch, information and referral, and social and material support coverage in San Mateo County. FIABA provides referrals for shelter, housing, food, and other safety net resources. To help dispel rumors and misinformation about immigration enforcement activities, FIABA trains community members to observe and confirm immigration enforcement activity and accompany residents to ICE check-ins and hearings, as requested. FIABA trains community leaders to provide outreach presentations and increase awareness of the Rapid Response Hotline and inform residents understanding their constitutional rights.

When calls require attorney activation, the dispatcher completes an intake with the caller and alerts the Emergency Response or Urgent Response attorney. The attorney response is designed to educate, consult with, and assist a potential target of immigration enforcement with the full exercise of their legal rights under the law.

#### *Emergency Response*

FIABA activates emergency attorney response when an individual has been detained by ICE. The emergency response is designed to avail the individual of any available legal options to prevent immediate deportation, obtain the person's release if possible, and provide a consultation on legal options. The expectation for emergency activations is that the attorney will respond immediately upon receipt of an alert. Often support for the detained individual continues beyond the initial 24-48 response window and into the following weeks. Emergency response may include limited scope legal services such as requests for reasonable fear interview, bond requests, motions to reopen, appeals, and stay motions.

#### *Urgent Response*

FIABA activates urgent attorney response when an individual is at imminent risk of detention. For example, the caller has a scheduled ICE check-in, ICE went to the caller's home or workplace and is expected to return, or ICE recently detained someone, and their family members, co-workers, or community members are at risk of collateral arrest. Urgent response covers situations where the caller's family member was detained yet emergency response is not warranted because the person has been transferred to a detention center. The on-call urgent response attorney is expected to contact the caller within 48 hours. The urgent response attorney provides a legal consultation. Urgent response may include limited scope legal services such as requests for reasonable fear interview, bond requests, motions to reopen, appeals, and stay motions.

#### *Technical Assistance*

FIABA and its legal service partners provide technical assistance to FIABA staff, to provide accurate information to the community through the hotline and their texting platform.

#### *Volunteer Coordination, Accompaniment, and Family Support*

The FIABA volunteer and family support coordinator will train, coordinate, and mentor ICE enforcement observers and accompaniment volunteers, and FIABA leaders handling outreach presentations. The

coordinator will track requests for accompaniment at ICE check-ins and hearings, manage outreach requests, and coordinate material support to families when the primary earner has been detained. Accompaniment volunteers communicate important details to the volunteer coordinator, who will follow up with the family and coordinate FIABA's family support services.

FIABA's staff actively guides volunteer observers through the confirmation process while they are on the ground. The same is true for accompaniment: a FIABA staff member actively guides volunteers while at an ICE check in or a court hearing. Volunteers are present on the ground, and a FIABA staff person guides them while they are doing the work. FIABA staff handles the preparation to coordinate and support the resident before they have to show up at their ICE check-in or hearing, explain the role of accompaniment, and connect them to the volunteers.

In addition, FIABA staff follows up directly with the family members impacted by a detention, in person, to do an assessment of need. FIABA staff conducts in person visits a couple of times per month to support the family members. The volunteer coordinator will coordinate family support services.

Contractor will partner with FIABA to provide rapid response legal services in support of the Rapid Response Network as specified below.

#### **A. Program Goals**

1. Provide free, urgent legal assistance to San Mateo County immigrant residents facing imminent threats such as detention or deportation, through Emergency or Urgent Response attorney activation, within 48 hours.
2. Deliver emergency legal orientation and support to families impacted by immigration enforcement.
3. Dispel rumors and counter misinformation about immigration enforcement activities.
4. Operate a 24/7 Rapid Response Hotline (365 days a year) staffed by English and Spanish speakers, with interpretation available in Tongan, Tagalog, Brazilian Portuguese, and Chinese.
5. Educate residents about their constitutional rights through outreach efforts such as presentations and distribution of informational materials.
6. Coordinate family support at ICE check-ins, provide accompaniment, and assist residents with navigating and activating emergency plans.

#### **B. Program Requirements**

Contractor shall maintain the following minimum program staffing and service levels throughout the term of this Agreement:

1. Maintain a staff of at least three (3) senior personnel fluent in English and Spanish to operate the 24/7 Rapid Response dispatch line.
2. Employ one (1) full-time (FTE) attorney to provide Emergency Response legal services, including designated backup support.
3. Employ one (1) FTE attorney to provide Urgent Response legal services, including designated backup support.
4. Employ one (1) Volunteer and Family Support Coordinator.

5. Submit quarterly reports to the County, as detailed in Section C of this Exhibit A.
6. Participate in biweekly Rapid Response Coordination meetings with the County, as requested.

**C. Program Measures and Reporting Requirements**

The County's payments in Exhibit B are expressly conditioned upon satisfactory performance by Contractor (as determined in County's sole discretion) in delivering the services specified in this Agreement and meeting the following performance goals:

**Measure 1:** Contractor shall provide staff fluent in both English and Spanish to answer calls to the Rapid Response Hotline 24 hours a day, 7 days a week, year-round. Interpretation services must also be available in the most commonly requested languages, including Tongan, Tagalog, Brazilian Portuguese, and Chinese.

Deliverable: The contractor shall submit quarterly reports detailing:

- The total number of calls received
- Languages in which support was provided
- Number of volunteer deployments in response to reports of immigration enforcement activity

**Measure 2:** Contractor shall provide legal staff in accordance with the project budget to ensure adequate legal representation for the target population.

Deliverable: Contractor shall maintain the required staffing levels and submit quarterly reports detailing:

- Number of emergency and urgent response activations
- Number of emergency and urgent response consultations
- Type and number of limited-scope legal services provided during emergencies
- Outcomes of activations (i.e., client detained, deported, etc.)
- Percentage of cases in which an attorney was activated within 48 hours of referral

**Measure 3:** Contractor and its legal partners shall provide technical assistance to ensure their staff can share accurate information with the community via the hotline and texting platform.

Deliverable: Contractor will submit quarterly reports to the County describing the technical assistance or training provided, including topics covered and staff participation.

**Measure 4:** Contractor shall provide a Volunteer and Family Support Coordinator in accordance with the project budget.

Deliverable: Contractor shall submit quarterly reports to the County including:

- Number of volunteers trained to verify ICE enforcement activity
- Number of volunteers trained for accompaniment to ICE check-ins and hearings

- Number of outreach presentations by city and estimated attendance
- Number of informational materials distributed by city
- Number of accompaniment requests received
- Number of families provided with material support

**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 for the services described in Exhibit A and subject to the terms of this Agreement, the County shall pay Contractor as follows:

1. **Payment Amount:**  
The County shall pay the Contractor a fixed quarterly amount of **\$133,491.00**.
2. **Staffing Adjustment:**  
Payments shall be proportionally reduced for any quarter in which the Contractor fails to maintain the staffing levels outlined in Exhibit A and Exhibit C (Project Budget) for FTE attorneys and support staff.
3. **Invoicing and Approval:**  
Payment is contingent upon the County's receipt and approval of:
  - o A complete and accurate invoice, and
  - o All required reports as specified in the Agreement.
4. **Invoice and Report Submission Schedule:**  
Invoices and quarterly reports must be submitted no later than the 10th day of the month following the close of quarterly period:
  - o October 10, 2025 (for July-September 2025)
  - o January 10, 2025 (for October-December 2025)
  - o April 10, 2026 (for January-March 2026)
  - o July 10, 2026 (for April-June 2026)
5. **Submission Instructions:**  
Invoices and reports shall be submitted to the attention of:

San Mateo County  
County Executive's Office of Community Affairs  
500 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Attention: Emma Gonzalez, Director of Community Affairs

Or via email:  
[immigrantservices@smcgov.org](mailto:immigrantservices@smcgov.org)

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

**Exhibit C – Project Budget**

| <b>Personnel:</b>                        | <b>Budget Narrative</b>   | <b>Total</b> |
|--|---|--------------|
| Dispatch staff                           | Provide staff fluent in both English and Spanish to answer calls to the Rapid Response Hotline 24 hours a day, 7 days a week, year-round, three (3) FTE staff, alert Emergency or Urgent attorney activation and provide updates to county staff. | \$ 51,000.00 |
| Volunteer and Family Support Coordinator | Coordinate accompaniment of families to ICE check-ins and hearings, coordination of volunteers, training and support to observers and accompaniment team, track follow up for material support, including dispelling of misinformation.           | \$ 70,000.00 |
| Benefits                                 | Taxes and benefits @26% of salary   | \$ 30,250.00 |
| <b>Other Direct Costs:</b>               |   |              |
| Interpretation Line                      | Calculating at least 100 calls of 5 minutes at \$4/minute. Supported languages to include Tongan, Filipino/Tagalog, Brazilian Portuguese, Cantonese/Mandarin  | \$ 2,000.00  |
| Hotline Materials                        | 500,000 pieces (red cards with hotline number, yellow cards, posters, all in multiple languages)  | \$ 35,000.00 |
| <b>Professional Services:</b>            |   |              |
| Emergency response attorney              | \$2,869/week for attorney emergency response to detained immigrants at imminent risk of deportation, including salary, benefits, backup coverage, and interpretation  | \$149,188.00 |
| Urgent response attorney                 | \$2,869/week for attorney urgent response to detained immigrants at imminent risk of deportation, including salary, benefits, backup coverage, and interpretation   | \$149,188.00 |
| Program Management                       | Fiscal lead fee calculated at 7.5% of program expenses  | \$ 14,118.00 |
| <b>Indirect Costs:</b>                   |   |              |
| Calculated at 15% of contract amount     | Excludes Professional Services from base  | \$33,220.00  |
|  | <b>Grand Total:</b>   | \$533,964.00 |