

Agreement No. _____

MEASURE K GRANT AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND COMMUNITY OVERCOMING RELATIONSHIP ABUSE

This Agreement is entered into this 23rd day of June 2026, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Community Overcoming Relationship Abuse, hereinafter called "Grantee" (together, "Parties).

* * *

Whereas, Grantee has applied to County seeking a grant for the purpose of funding the matters set forth in its Project described in Exhibit A (the "Grant"); and

Whereas, the County has approved the grant of certain funds to Grantee related to the provision of legal services to domestic violence victims in San Mateo County pursuant to the terms set forth in this Agreement.

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— Grant Payment & Invoicing

2. Services to be performed by Grantee

In consideration of the payments set forth in this Agreement and in Exhibit B, Grantee shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Grant Payments

County hereby grants to Grantee a sum not to exceed ONE HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$100,000.00) in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives of Grantee's Project as identified in Exhibit A, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. Grantee agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out its Project.

Funds granted under this Agreement shall not be disbursed until execution of this Agreement by County and Grantee.

County shall disburse grant funds to Grantee 30 calendar days after receipt of a satisfactory invoice. Invoices should be accompanied by back-up documentation (e.g., receipts for professional services rendered, salary and benefits back-up, etc.) and submittal of any required summary reports outlined in Exhibits A or B. The County reserves the right to change the disbursement method during the term of this Agreement.

The disbursement schedule is as follows: Quarterly payments of 25% of grant

- Grant Installment 1- Invoice for up to 25% of the grant (\$25,000), upon submission of receipts/invoices showing expenditures and proof of performance measures, timesheets, and activity logs on items funded by the grant and listed in Exhibit A and/or B.
- Grant Installment 2- Invoice for up to 25% of the grant (\$25,000), upon submission of receipts/invoices showing expenditures and proof of performance measures, timesheets, and activity logs on items funded by the grant and listed in Exhibit A and/or B, including photographs and use of Measure K logo as approved by the County.
- Grant Installment 3 - Invoice for up to 25% of the grant (\$25,000), upon submission of receipts/invoices showing expenditures and proof of performance measures, timesheets, and activity logs on items funded by the grant and listed in Exhibit A and/or B, including photographs and use of Measure K logo as approved by the County.
- Grant Installment 4 – Remainder grant the grant (\$25,000), upon submission of receipts/invoices showing expenditures and proof of performance measures, timesheets, and activity logs on items funded by the grant and listed in Exhibit A and/or B, including photographs and use of Measure K logo as approved by the County.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2026, through June 30, 2027. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

5. Termination

County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee within a reasonable time after County learns of said unavailability of funding. Grantee acknowledges that this Agreement may be subject to approval of the Board of Supervisors and assumes all risk of possible non-appropriation and non-approval of funds.

County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement and may, in its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all funds disbursed under this Agreement.

6. 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 Grantee under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Grantee may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Notwithstanding any publicity or other references to the County required to be made in connection with the Project as set forth in Exhibit A, Grantee understands and agrees that the Project performed under this Agreement is not performed by Grantee as an independent contractor of the County or as an

employee of County and that neither Grantee nor its employees acquire any of the rights, privileges, powers, or advantages of County contractors or County employees. Grantee 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.

8. Hold Harmless

Grantee 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 Grantee 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 Grantee 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 Grantee'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, Grantee'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 Grantee 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.

9. Assignability and Subcontracting

Except as otherwise authorized herein, Grantee 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 Grantee 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.

10. Insurance

a. General Requirements

Grantee 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 Grantee shall use diligence to obtain such insurance and to obtain such approval. Grantee shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Grantee's coverage to include the contractual liability assumed by Grantee 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.

b. Workers' Compensation and Employer's Liability Insurance

Grantee 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, Grantee 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.

c. Liability Insurance

Grantee shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Grantee 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 Grantee's operations under this Agreement, whether such operations be by Grantee, 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:

- i. Comprehensive General Liability... \$1,000,000
- ii. 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.

11. Compliance With Laws

All services to be performed by Grantee 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.

Grantee certifies and warrants that Grantee 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.

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

12. 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

Grantee 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. Grantee's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Grantee 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

Grantee 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 Grantee'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 Grantee 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

Grantee certifies that no finding of discrimination has been issued in the past 365 days against Grantee 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 Grantee within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Grantee 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

Grantee 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. Grantee 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 Grantee 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 Grantee 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 shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Grantee under this Agreement or any other agreement between Grantee and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Grantee 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.

13. Compliance with County Employee Jury Service Ordinance

Grantee shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Grantee 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 Grantee, 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 Grantee or that the Grantee may deduct from an employee's regular pay the fees received for jury service in San Mateo County.

By signing this Agreement, Grantee certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Grantee has no employees in San Mateo County, it is sufficient for Grantee to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Grantee 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, Grantee 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); Grantee acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Grantee 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 Grantee shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

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

(c) Grantee 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.

15. 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.

16. 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.

17. 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 facsimile to the telephone number listed below or 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: Shin-Mee Chang, Chief Deputy District Attorney
Address: 3rd Floor, 500 County Center, Redwood City, CA, 94063
Telephone: 650-363-4785
Email: schang@smcgov.org

In the case of Grantee, to:

Name/Title: Karen Ferguson, CEO
Address: 2211 Palm Avenue, San Mateo, CA 94403
Telephone: 650-652-0800 x 150
Email: karenf@corasupport.org

18. Electronic Signature

The Parties each 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.

19. Payment of Permits/Licenses

Grantee bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Grantee's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

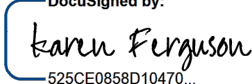
20. Travel Expenses Not Authorized

This Agreement does not authorize reimbursements to Grantee for travel, lodging, and other related expenses.

* * *

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

For Grantee:

<p>DocuSigned by:  <small>525CE0858D10470...</small></p> <hr/> <p>Grantee Signature</p>	<p>6/9/2026</p> <hr/> <p>Date</p>	<p>Karen Ferguson</p> <hr/> <p>Grantee Name (please print)</p>
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For County:

<p>_____ (Signature) Authorized Designee County of San Mateo</p> <p>Stephen Wagstaffe</p> <p>_____ (please print name) Authorized Designee County of San Mateo</p>	<p>_____ Date</p>	<p>District Attorney</p> <p>_____ Job Title (please print)</p>
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Exhibit A

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

This contract represents a collaboration of three agencies to offer pro bono legal representation to individuals impacted by intimate partner abuse. Grantee and Bay Area Legal Aid Society (BALA) both assist survivors in filing petitions for domestic violence restraining orders on a pro per basis. When it is determined that an individual is in need of additional representation and does not have means to secure a private attorney, Grantee and BALA refer the case to Legal Aid Society of San Mateo County (LASSMC). LASSMC then matches the survivors with a qualified pro bono attorney (or team of pro bono attorneys) and coordinates the representation. Pro bono attorneys receive robust support from Grantee, BALA and LASSMC, including live and/or recorded training, a comprehensive practice manual, and ongoing mentorship from experienced staff attorneys to ensure high-quality, trauma-informed legal representation for survivors. This process greatly expands the ability of low-income individuals to access appropriate representation.

Grantee will serve as the lead agency for this contract and subcontract with BALA and LASSMC (together, "Authorized Subcontractors") to provide the work needed to run this pro bono project. Grantee will not subcontract with any other third-party (aside from Authorized Subcontractors) to provide services under this Agreement without the prior written consent of County. Grantee will enter into a subcontract (or subcontracts) with Authorized Subcontractors, each of which shall agree to be bound by the terms of this Agreement. Authorized Subcontractors will each on a monthly basis invoice Grantee for their costs based on the established budgets in the subcontract(s). Grantee will be responsible for invoicing County and for submitting to County any receipts for invoices from Grantee and proof of payment to Authorized Subcontractors based on their invoices. Grantee will monitor the Authorized Subcontractors to ensure they have full backup for their invoices.

1. Program Coordination and Administration

- a. Grantee shall:
 - i. Serve as the administrative entity responsive for program oversight, fiscal management, meeting and reporting performance metrics, and invoicing.
 - ii. Coordinate meetings and communication with and among itself and Authorized Subcontractors to align program delivery on an as-needed basis.
 - iii. Maintain records of all program activities and invoicing in accordance with County requirements.
 - iv. Distribute the allocated funds to each Authorized Subcontractor in accordance with the approved budget in Exhibit B.
 - v. Provide updates on a quarterly basis on performance metrics for the full scope of the project including performance by the Authorized Subcontractors as stated in Exhibit B.
 - vi. Provide a quarterly report with the additional following information:
 - 1. Data for performance measures in Exhibit B and number of pro bono attorney hours
 - 2. Demographic data:
 - a. Race/Ethnicity
 - b. Gender
 - c. Elderly
 - d. Disability
 - 3. Narrative including:

- a. Program highlights
- b. Obstacles faced
- c. Efforts to strengthen the collaborative
- d. Brief vignette/client story

2. Service Delivery

- a. Grantee and Authorized Subcontractors shall provide direct legal services to San Mateo County residents experiencing or fleeing domestic violence, including but not limited to:
 - i. Legal consultation
 - ii. Document preparation and review
 - iii. Representation in civil legal matters
 - iv. Referrals to appropriate legal resources
- b. Grantee and Authorized Subcontractors shall provide other services including but not limited to:
 - i. Recruiting, training, mentoring and coordinating volunteer attorneys to participate in pro bono service clinics and case assignments.
 - ii. Operate legal clinics at accessible community locations within San Mateo County.

3. Community Outreach and Engagement

- a. Collaborate with other community-based organizations and County departments to facilitate referrals and maximize program reach.

Exhibit B

In accordance with the terms of this Agreement, Grantee will provide the services detailed in Exhibit A and will report back to the County regarding various performance measures including, but not limited to, those noted below. Such reporting data shall be delivered to the County on a quarterly basis as set forth in Exhibit A. In addition, Grantee agrees to provide descriptive information about the services funded by the Measure K upon reasonable request of the County, including, but not limited to, the District Attorney’s office or designee(s).

<u>Performance Measure</u>	<u>Target</u>
Unduplicated clients served by the Pro Bono Collaborative	100
Unduplicated Number of clients informed about the PBC	80
Unduplicated number of clients referred to the PBC	50
Unduplicated number of clients PLACED by the PBC	30
Number of trainings presented and number of individuals trained	2 trainings and 40 trained
Number of pro bono cases mentored	10

Grantee will submit on a quarterly basis a detailed invoice to County for reimbursement of costs by both the Grantee and Authorized Subcontractors to provide the services described in Exhibit A. The invoice shall include the Agreement number, a payroll report, a summary table of services provided by each staff member, and any other relevant supporting documentation.

Grantee shall include a written certification that the costs were actually incurred for the Project and that the supporting documentation is true, correct and complete.

All invoices shall include the agreement number, project location, dates of service and specified work completed.

Reports should be sent to the District Attorney’s Office:

Shin-Mee Chang, Chief Deputy District Attorney
 schang@smcgov.org
 500 County Center, 3rd Floor
 Redwood City, CA 94063

Payment will be made within 30 days of receipt of an approved invoice and quarterly reports by the District Attorney’s Office, Accounting Unit. County shall have the right to withhold payment if County determines the quantity and/or quality of the work performed is unacceptable.

County's fiscal obligation under this Agreement shall not exceed \$100,000.00.

Table 1 sets forth the Grantee's budget to provide its program as described in Exhibit A; County will reimburse Grantee for these expenses up to the maximum amount set forth in Exhibit B.

Note: The costs proposed for each task/deliverable are estimates and may be adjusted during the project, via written and approved notification from the County. The Grantee will not exceed the total grant amount in the contract.

Table 1

1. Personnel Expenses				
2.		Grantee	SUBCONTRACTOR: Bay Area Legal Aid	SUBCONTRACTOR: Legal Aid Society San Mateo County
3.	Subtotal Personnel Expenses <i>CORA: 0.09 Sr. Manager of Legal Services, 0.11 Sr. Staff Attorney. BayLegal: 0.05 Clinic Coordinator, 0.05 Staff Attorney, 0.035 Managing Attorney, 0.01 Director of Pro Bono. LASSMC: 0.10 Director of Pro Bono, 0.08 Pro Bono Coordinator.</i>	\$27,849.94	\$20,961.60	\$27,575.69
4. Non-Personnel Expenses				
5.	Non-personnel <i>(publications, software, occupancy costs, office supplies, technology, etc.)</i>	\$1,135.57	\$8,023.90	\$1,409.81
6.	Indirect Cost (ICR) <i>(15% of rows 3 and 5 combined)</i>	\$4,347.83	\$4,247.83	\$4,347.83
7.	Subtotal by Organization	\$33,333.33	\$33,333.33	\$33,333.33
8.	Total Contract Not to Exceed Amount	\$99,999.99		