

COUNTY OF SAN MATEO
BOARD OF SUPERVISORS

BOARD OF SUPERVISORS
DISTRICT 1: Dave Pine
DISTRICT 2: Carole Groom
DISTRICT 3: Don Horsley
DISTRICT 4: Warren Slocum
DISTRICT 5: David J. Canepa

COUNTY MANAGER/
CLERK OF THE BOARD
John L. Maltbie

COUNTY COUNSEL
John C. Beiers

HALL OF JUSTICE
400 County Center
Redwood City, CA 94063
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ADDENDUM

Hall of Justice

Tuesday, September 4, 2018

9:00 AM

Regular Agenda

COUNTY MANAGER

77. Adopt a resolution waiving the request for proposal process and authorizing an agreement with Legal Aid Society of San Mateo County to provide removal defense legal services supporting immigrant residents of San Mateo County for the term of September 1, 2018 through August 31, 2019 in an amount not to exceed \$764,750.



County of San Mateo

Inter-Departmental Correspondence

Department: COUNTY MANAGER

File #: 18-852

Board Meeting Date: 9/4/2018

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors
From: Michael Callagy, Assistant County Manager
Subject: Funding for Removal Defense Legal Services Supporting immigrant residents

RECOMMENDATION:

Adopt a resolution waiving the request for proposal process and authorizing an agreement with Legal Aid Society of San Mateo County to provide removal defense legal services supporting immigrant residents of San Mateo County for the term of September 1, 2018 through August 31, 2019 in an amount not to exceed \$764,750.

BACKGROUND:

The federal government has recently increased the extent of immigration enforcement in San Mateo County, resulting in more immigrant residents of the County being placed in removal proceedings before the Executive Office for Immigration Review. Many immigrants in such proceedings lack the resources to secure legal representation in such proceedings.

The Migration Policy Institute estimates that about half of the 114,000 residents of San Mateo County who are foreign born and not naturalized United States citizens are lawful permanent residents or have visas. The other half are unauthorized immigrants. Of these 57,000 unauthorized residents, more than half have lived in the United States for more than 10 years. More than 70% of the adults are employed, and many have U.S. citizen children. These San Mateo County residents are our neighbors and co-workers, members of our congregations; their children learn alongside ours at local schools. They are part of the social, economic, and cultural fabric of our community.

According to Syracuse University's Transactional Records Access Clearinghouse (TRAC) Immigration Project, 4,009 San Mateo County residents are currently in removal proceedings. Of those immigrants, 1,372-more than a third-are unrepresented. Non-profit immigration legal services agencies serving San Mateo County currently employ a total of about seven full-time-equivalent (FTE) attorneys, who are actively representing around 220 San Mateo County residents in removal proceedings. Collectively, the agencies expect to accept around 150 new San Mateo County removal cases in the next year, just 11% of the County residents needing representation.

DISCUSSION:

As noted, a significant portion of the immigrants with a connection to San Mateo County who find themselves in removal proceedings before the Executive Office for Immigration Review lack the means to retain counsel to assist them in these critical proceedings. Numerous authorities, including, for example, the American Immigration Council, in its September 2016 Special Report, Access to Counsel in Immigration Court, have concluded that immigrants with counsel in immigration court fare better, on average, at every stage of court proceedings. These better results in cases in which immigrants are represented by counsel include a higher incidence of being released from custody when the immigrant is in custody; and a higher rate of applying for and obtaining relief to which the immigrant is entitled.

Under these circumstances, staff recommends that the County contract with the Legal Aid Society of San Mateo County to provide the range of services described above for the period of September 1, 2018 through August 31, 2019. (The Legal Aid Society would contract with the County and would, in turn, subcontract with partner agencies for some of the services set forth in the agreement.) Based on staff's analysis and consultation with the Legal Aid Society and its partner agencies, we recommend that \$764,750 in funds should be made available to fund such services supporting San Mateo County immigrants. Staff also recommends that the Board find that is in the best interest of the County to waive the request for proposal process for this contract.

The agreement and resolution have been reviewed and approved by County Counsel as to form.

The agreement contributes to the Shared Vision 2025 outcome of a Prosperous Community by providing legal support to immigrants, thereby facilitating their engagement in the community and ability to remain self-sufficient.

PERFORMANCE MEASURE(S):

	FY 2018-2019 Projected	FY 2018-2019 Actual
150 residents represented in removal proceedings	100%	N/A
Resident's experience with the service has positively impacted their quality of life	75%	N/A

FISCAL IMPACT:

The term of this agreement is September 1, 2018 through August 31, 2019. The maximum amount payable under the agreement is \$764,750. The fiscal obligation incurred under this agreement will be funded with Measure-K Sales and Use tax revenues. Budgetary appropriation for this agreement is included in the FY 2018-19 Tentatively Adopted Budget.

RESOLUTION NO. .

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

*** * * * ***

**RESOLUTION WAIVING THE REQUEST FOR PROPOSALS PROCESS AND
AUTHORIZING AN AGREEMENT WITH LEGAL AID SOCIETY OF SAN MATEO
COUNTY TO PROVIDE REPRESENTATION TO IMMIGRANTS WITH LINKAGES TO
SAN MATEO COUNTY IN REMOVAL DEFENSE ACTIONS FOR THE TERM OF
SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2019, IN AN AMOUNT NOT TO
EXCEED \$764,750**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, according to the 2011-2015 American Community Survey, a third of San Mateo County residents are foreign born and many of these residents have children who are United States citizens; and

WHEREAS, according to this same survey, of the more than 250,000 foreign-born residents in San Mateo County, more than half are naturalized United States citizens; and

WHEREAS, the Migration Policy Institute estimates that of the remaining 114,000 foreign-born San Mateo County residents who are not United States citizens, approximately half are lawful permanent residents or have visas, and the other half are unauthorized immigrants; and

WHEREAS, of these 57,000 unauthorized residents, more than half have lived in the United States for more than 10 years; and

WHEREAS, orders from the federal executive branch have expanded enforcement priorities for Immigration and Customs Enforcement, which has led to a dramatic increase in the arrests of immigrants; and

WHEREAS, current conditions, including on-going rhetoric from national leaders and threatened and actual actions by federal authorities targeting immigrants throughout the United States, including those in our San Mateo County communities, have created fear and uncertainty among the County's immigrant population and threaten the well-being and stability of our communities; and

WHEREAS, this Board is aware that a significant portion of the immigrants with a connection to San Mateo County who find themselves in removal proceedings before the Executive Office for Immigration Review lack the means to retain counsel to assist them in these critical proceedings; and

WHEREAS, numerous authorities, including, for example, the American Immigration Council, in its September 2016 Special Report, *Access to Counsel in Immigration Court*, have concluded that immigrants with counsel in immigration court fare better, on average, at every stage of court proceedings; and

WHEREAS, these better results in cases in which immigrants are represented by counsel include a higher incidence of being released from custody when the immigrant is in custody; and a higher rate of applying for and obtaining relief to which the immigrant is entitled; and

WHEREAS, this Board's view is that the welfare of the community is best served when immigrants with linkages to San Mateo County who find themselves in

removal proceedings are able to apply for and pursue relief from removal to which they may be entitled and this Board believes that it is appropriate to increase the ability of such immigrants who otherwise lack financial means to access such assistance from counsel; and

WHEREAS, the Legal Aid Society of San Mateo County and its sub-contracted partner agencies are willing to enter into an agreement with the County of San Mateo to provide immigration removal legal defense for at least one hundred and fifty immigrants with linkages to San Mateo County who could not otherwise afford such legal services for the period of September 1, 2018 through August 31, 2019 for an amount not to exceed \$764,750; and

WHEREAS, the Board has been presented with a form of such agreement, has considered it as to form and content, and desires to enter into it; and

WHEREAS, the Legal Aid Society of San Mateo County and its sub-contracted partner agencies have familiarity with the legal needs of San Mateo County residents, long experience working with these populations, and the ability to start providing these services and, therefore, the best interest of the County could be served without the necessity of requests for proposals in this case.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the requirement of a request for proposals is waived and the President of the Board of Supervisors be and is hereby authorized and directed to execute said agreement for

and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that the County Manager or the County Manager's designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

* * * * *

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

This Agreement is entered into effective as of the 1st day of September 2018, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and the 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 for the purpose of providing legal representation of immigrants who live in San Mateo County in removal defense actions, emergency legal assistance to individuals referred by San Mateo County's Rapid Response Hotline, and coordination of San Mateo County's Rapid Response Network.

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
Exhibit C—Monitoring
Attachment I—§ 504 Compliance

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. 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 SEVEN HUNDRED SIXTY-FOUR THOUSAND AND SEVEN HUNDRED FIFTY (\$764,750). 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.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2018, through August 31, 2019.

5. Termination

This Agreement may be terminated by Contractor or by the County Manager 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 Attachments and 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.

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 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.

7. Relationship of 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.

8. 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.

9. 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.

Notwithstanding the foregoing, the County acknowledges and agrees that Contractor shall be allowed to sub-contract with partner non-profit legal services organizations for the purpose of providing the services required under this Agreement, based on agency expertise, geographic association, staff availability and other appropriate factors. Contractor will provide the County with written notice of all subcontracts under this Agreement in a form determined by the County Manager.

10. Insurance

a. 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.

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 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 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.

11. 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, and regulations, 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. 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 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.

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

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 report to the County Manager 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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

13. 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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. 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.

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: Emma Gonzalez, Community Affairs Manager

Address: 400 County Center, 1st Floor, Redwood City, CA 94063
Telephone: 650-363-1938
Email: elgonzalez@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
Facsimile: 650-517-8973
Email: mshawver@legalaidsmc.org

18. 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.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor'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.

* * *

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


Contractor Signature

8/31/2018
Date

M. Stacey Hawver
Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A

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

A. Program Goals

1. Provide free legal representation to one hundred fifty (150) San Mateo County residents facing deportation and removal proceedings;
2. Provide coordination for the San Mateo County Rapid Response Network, which was developed and implemented in response to heightened immigration enforcement activity. Verify reported enforcement activity, train and dispatch legal observers and accompaniment teams, and activate emergency attorney assistance for immigrants apprehended during immigration enforcement actions;
3. Provide emergency legal assistance to San Mateo County residents impacted by immigration enforcement activity who are referred by the San Mateo County Rapid Response Network;
4. Ensure high-quality legal representation by securing technical assistance and training from immigration legal services experts to support the work of program attorneys providing the services referenced in Subsections 1 through 3 of this Section A in this Exhibit A.

B. Program Requirements

Contractor shall maintain program services under this Agreement at the following minimum levels:

Legal Representation

For San Mateo County residents requiring legal services for defense in removal proceedings, Contractor/subcontractors shall provide the following:

1. Hire new staff or re-assign existing staff to reach and maintain a staff of at least four (4) FTE attorneys and two (2) non-attorney support staff members to provide the services required under this Agreement;
2. Ensure that the removal defense services provided under this Agreement are available to residents of all areas of the County, including rural areas, by providing a weekly attorney presence for at least two (2) days on the coastside;
3. Conduct an intake to assess the types of relief for which an individual immigrant with linkages to San Mateo in removal proceedings is eligible;
4. Represent individuals in removal proceedings before the immigration court (the Executive Office for Immigration Review ("EOIR")) and related appeals as necessary;
5. Prepare and submit applications, legal briefs, and supporting documentation for case types including, but not limited to: asylum, withholding of removal, cancellation of removal, relief under the Convention Against Torture, T nonimmigrant status, U nonimmigrant status, Violence Against Women Act relief, Adjustment of Status with applicable waivers, refugee waivers, Deferred Action for Childhood Arrivals (DACA), and Special Immigrant Juvenile Status;
6. Engage pro bono attorneys and make referrals, as appropriate;
7. Provide emergency legal assistance to San Mateo County residents apprehended by Immigration and Customs Enforcement ("ICE") who are referred by the San Mateo County Rapid Response Hotline;
8. Contractor shall reach a total caseload of 60 cases by the end of the first six months, and shall reach an average total active caseload of at least 150 cases by the end of the term of this Agreement;

9. If, during the term of this Agreement, Contractor fails to maintain an average caseload consistent with the Agreement for three consecutive months, the County and Contractor will meet and confer regarding potential adjustments to case load targets and compensation;
10. Contractor will provide monthly reporting to the County as set forth in Section C below;
11. Contractor and subcontractors will participate in quarterly Deportation Defense Coordination meetings as requested by County of San Mateo and shall provide information as reasonably requested by the County prior to these meetings;
12. Contractor shall take reasonable and appropriate steps to remain in contact with clients served under this Agreement. Following affirmative attempts by Contractor to maintain contact with a client receiving services under this Agreement, if a client does not maintain contact with Contractor or fails to cooperate at any stage of the process, Contractor will take appropriate steps to withdraw from representation, consistent with professional obligations, to ensure that County resources are used for defense of clients who remain in contact and cooperate in the proceedings;
13. Contractor shall prioritize services funded under this Agreement for San Mateo County residents in removal proceedings and shall consider factors including the following, in selecting clients to receive such services:
 - a. Potential clients in imminent risk of removal;
 - b. Unaccompanied minors;
 - c. Elderly immigrants and those with special needs (e.g., medical, educational, etc.);
 - d. Low income immigrants;
 - e. Immigrants with strong claims for relief from removal;
 - f. Immigrants with long standing history with and connection to San Mateo County; and
 - g. Immigrants without serious criminal records. Contractor and subcontractors will screen clients for criminal convictions. If a client is found to have been convicted of a violent felony, as defined under Section 667.5(c) of the California Penal Code or a serious felony, as defined in Section 1192.7(c) of the California Penal Code, occurring within ten years prior to seeking any services under this Agreement or for which the individual was released from serving a prison sentence within the five years prior to seeking any services under this Agreement, whichever period is longer, Contractor shall have the opportunity to present to the County Manager any circumstances justifying the provision of services under this Agreement despite the conviction, including the merits of the claim for immigration relief, accuracy and legality of the conviction, context of any plea agreement, availability of post-conviction relief, or other compelling factors. The County Manager, acting in consultation with the County Counsel, may approve continued services to the client under this Agreement if the circumstances warrant such a decision.

Rapid Response Network

Contractor shall subcontract with Faith in Action to perform the following:

1. Coordinate San Mateo County Rapid Response Hotline operations (including 24 hour per day/7 day per week dispatching capacity, maintenance of responder database, training of new responders in key zip codes, and retention of existing volunteers);
2. Track and report on Hotline activity, including information on Immigration and Customs Enforcement (ICE) enforcement activities;
3. Connect individuals affected by ICE enforcement actions to attorneys;
4. Conduct education and outreach to build awareness of the Hotline and removal defense legal services available to San Mateo County residents, with a focus on outreach efforts to coastal and underserved communities;

5. Participate in monthly check-in calls with County staff.

Minimum Qualifications

1. Contractor will provide the County of San Mateo with a complete list of subcontractors and attorneys performing services under this Agreement, including location, name, qualifications, and experience
2. Once initial hiring and re-assignment of existing staff is complete, Contractor shall maintain the minimum staffing levels detailed in Exhibit A and Exhibit B Program Budget for the remaining term of the contract.

C. Program Measures and Reporting Requirements

The County of San Mateo has established a framework to strengthen and increase data collection and improve contract performance. This will allow the County to track the positive impact and benefits of services for the target population by focusing on the program goals.

Measure 1: Provide legal staff according to the project budget.

Deliverable: Contract will maintain the staffing levels specified above to provide corresponding level of legal representation for the target population.

Measure 2: By the end of the term of the Agreement, the four attorneys performing services under this contract will have an average caseload of 35-40 removal defense cases each, such that at least one hundred fifty (150) San Mateo County residents will receive free legal representation and removal defense during the term of the Agreement.

Deliverable: Contractor will provide monthly reporting of active cases, cases accepted, and cases closed in a format reasonably prescribed by the County.

Measure 3: San Mateo County residents facing imminent risk of deportation interested in services will receive an initial consultation and screening to determine eligibility.

Deliverable: Contractor will track the number of residents served per month who received an initial consultation.

Measure 4: Contractor will track and document clients served by the program via unique identifier, case type and case status, and report on a monthly basis.

Deliverable: Contractor will submit a monthly report detailing the number and dates of consultations provided. The monthly report will also detail the number of cases opened for legal representation and provide the following aggregated information: client gender, client country of origin, client age, client preferred language, date of case opening, the form of relief applied for, closing date and outcome.

Measure 5: Attorneys and supporting legal staff will be responsible for supporting clients through all stages of the removal defense process (i.e., intake, representation, and submission of applications).

Deliverable: Contractor will provide report of unique identifier, case type and case status on a monthly basis.

Measure 6: Contractor will provide clients with an evaluation form to evaluate the impact of legal representation to them and their families.

Deliverable: Contractor shall provide a summary report of the client responses about their attorney-client experience in receiving legal representation on an annual basis.

Measure 7: The San Mateo County Rapid Response Network will respond to reports of immigration enforcement activity in San Mateo County and provide outreach and education regarding removal defense legal services.

Deliverable: Contractor will track and report monthly on:

1. Number of calls regarding ICE enforcement activities, including location of potential ICE enforcement activities;
2. Number of times rapid responders from the Rapid Response Network are activated, including location of confirmed ICE enforcement activities;
3. Number of times attorneys associated with the Rapid Response Network are activated;
4. Number of trained rapid responders, dispatchers, and accompaniment team members;
5. Number, type and location of outreach events building awareness of the Rapid Response Network and availability of removal defense legal services; and
6. Provide new outreach & education materials upon development to the County.

D. Contract Monitoring Requirements

County of San Mateo staff will monitor and conduct scheduled evaluation of program, 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. A final report will be prepared by the county to provide feedback on areas of compliance and/no 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 will be responsible for monitoring all subcontractors under this agreement.

Exhibit B

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

- The County shall pay Contractor a fixed monthly rate of sixty three thousand seven hundred and twenty nine dollars and seventeen cents (\$63,729.17), provided, however, that after the second full month following final approval of this agreement, payments to Contractor for the portion of the Project Budget (as set forth below in this Exhibit B) corresponding to FTE attorneys and non-attorneys shall be proportionately reduced in any month in which the Contractor does not employ staff at the staffing levels set forth in Exhibit A and in the Project Budget. Payment shall be upon receipt and approval of invoices, contingent on all reporting required to be made in the Agreement by Contractor to the County Manager.
- Monthly Reports and Invoices shall be sent (no later than the 10th day of each month) to the attention of:

San Mateo County
County Manager's Office of Community Affairs
400 County Center, 1st Floor
Redwood City, CA 94063
Attention: Emma Gonzalez, Community Affairs Manager

Or via email
elgonzalez@smcgov.org

- Failure to submit required reports can delay the processing of invoices for reimbursement.

Project Budget:

- 4 FTE attorneys x \$115,000/year = \$460,000
 - 2 FTE non-attorneys x \$65,000/year = \$130,000
 - Rapid Response Network coordination = \$75,000
 - Technical assistance and legal training @ 10% of program = \$66,500
 - Fiscal lead @ 5% of program = \$33,250
- Total: \$764,750**

In no event shall all amounts paid under this Agreement, including for services, materials, and applicable taxes exceed the total amount of SEVEN HUNDRED SIXTY FOUR THOUSAND AND SEVEN HUNDRED FIFTY DOLLARS (\$764,750).