

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

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this twenty-eighth day of June, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the Legal Aid Society of San Mateo County, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement pursuant to which the Contractor agreed to provide removal defense immigration legal services for the term of September 1, 2019 through June 30, 2020 for an amount not to exceed \$662,783; and

WHEREAS, the parties amended the Agreement to extend the term through June 30, 2021 and increased the not-to-exceed amount by \$795,340 for a new not-to-exceed amount of \$1,458,123; and

WHEREAS, the parties amended the Agreement to extend the term through June 30, 2022 and increased the not-to-exceed amount by \$795,340 for a new not-to-exceed amount of \$2,253,463; and

WHEREAS, the parties wish to amend the Agreement to further extend its term through June 30, 2023 and to increase the maximum amount authorized to be expended under the Agreement by \$819,200, to an amount not to exceed \$3,072,663.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1. Exhibits and Attachments is amended and restated in its entirety to read as follows:

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

- Exhibit A2—Services
- Exhibit B4—Payments and Rates
- Exhibit C—Monitoring
- Attachment I—§ 504 Compliance

2. Section 3. Payments is amended and restated in its entirety to read as follows:

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 B2. 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 THREE MILLION SEVENTY-TWO THOUSAND AND SIX HUNDRED SIXTY-THREE DOLLARS (\$3,072,663). 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.

3. Section 4. Term of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2019, through June 30, 2023.

4. Exhibit A to the Agreement is replaced in its entirety with Exhibit A2 attached hereto.
5. Exhibit B3 to the Agreement is replaced in its entirety with Exhibit B4 attached hereto.
6. **All other terms and conditions of the agreement dated September 1, 2019, between the County and Contractor shall remain in full force and effect.**

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 Contractor:



Contractor Signature

06 / 21 / 2022

Date

M. Stacey Hawver

Contractor Name (please print)

For County:

Purchasing Agent Signature
County of San Mateo

Date

Purchasing Agent Name
County of San Mateo

Purchasing Agent or **Authorized** Designee
Job Title

County of San Mateo

Exhibit A2

In consideration of the payments set forth in Exhibit B, Contractor and any approved subcontractors shall provide the following services, provided, however, that Contractor shall remain responsible for the performance of the services set forth in this Exhibit A, regardless of the extent to which subcontractors are authorized to provide any of these services:

A. Program Goals

1. Provide free legal representation to Contractor's existing caseload of San Mateo County residents facing deportation and removal proceedings, with no new cases to be added subsequent to the date of the Third Amendment to this Agreement;
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 urgent 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. As needed, hire new staff or re-assign existing staff to maintain, during the term of this Agreement, a staff of at least four (4) full time equivalent (FTE) attorneys and two (2) FTE non-attorney support staff members to provide the services required under this Agreement;
2. Take appropriate measures to ensure that the removal defense services provided under this Agreement are made available and provided to residents of all areas of the County, including the northern portion of the County and in 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 who resides in San Mateo County 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 to the Board of Immigration Appeals (BIA) and the Court of 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 Visa nonimmigrant status, U Visa 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 urgent 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 will provide quarterly reporting to the County as set forth in Section C of this Exhibit A2, below;
9. 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;
10. 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;
11. Upon the request of the County, the County and Contractor shall meet and confer in good faith during the term of this Agreement regarding appropriate adjustments to the caseload of immigrants in EOIR and/or federal court proceedings represented by Contractor to account for changes in workload that may result once an immigration judge and/or the BIA or the Court of Appeals has issued decisions in any particular case. Any such adjustments to the caseload mandated by this Agreement will be set forth in a written amendment.

Rapid Response Network

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

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, attorneys and staff (with "staff" defined, for purposes of this Agreement, as Department of Justice Accredited Representatives and paralegals) performing services under this Agreement, including location, name, qualifications, and experience and shall promptly (within ten calendar days) update the list when there is any change to the subcontractors, attorneys, or staff providing services under the Agreement, and the County will exercise reasonable discretion in approving all subcontractors performing services under this Agreement.
2. Contractor shall maintain the minimum staffing levels detailed in Exhibit A and Exhibit B Program Budget for the full term of the Agreement.

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. Contractor shall report on the number of lawyer and staff FTEs.

Measure 2: During the full term of the Agreement, an average caseload of 20 to 40 removal/defense cases shall be assigned to each FTE attorney position called for under this Agreement.

Deliverable: Contractor will provide quarterly reporting of active cases 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 quarter 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 to the County on a quarterly basis.

Deliverable: Contractor will submit to the County a quarterly report detailing the number of consultations provided. The quarterly 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, principal and/or derivative applicant, date of case opening, the form of relief applied for, case activity, number of hearings attended, next hearing date, 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 quarterly 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 B4

In consideration of the services provided by Contractor described in Exhibit A2 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 quarterly rate of two hundred four thousand eight hundred dollars (\$204,800.00). In addition, payments to Contractor for the portion of the Project Budget (as set forth below in this Exhibit B4) corresponding to FTE attorneys and non-attorneys shall be proportionately reduced in any quarter in which the Contractor does not employ staff at the staffing levels set forth in Exhibit A2 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 Executive Officer.
- Quarterly reports and Invoices shall be sent (no later than the 10th day of the month following the end of the quarter) to the attention of:

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

Or via email
immigrantservices@smcgov.org

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

Project Budget:

- 4 FTE attorneys x \$121,540/year = \$486,160
- 2 FTE non-attorneys x \$66,950/year = \$133,900
- Rapid Response Network coordination = \$78,795
- Technical assistance and legal training @ 10% of program = \$70,040
- Fiscal lead @ 7.2% of program = \$50,305
- **Total: \$819,200**

In no event shall all amounts paid under this Agreement, including for services, materials, and applicable taxes exceed the total amount of THREE MILLION SEVENTY-TWO THOUSAND AND SIX HUNDRED SIXTY-THREE DOLLARS (\$3,072,663).

Signature Certificate

Reference number: GGXM4-XESZL-6E4BO-9W3AY

Signer

Timestamp

Signature

M. Stacey Hawver

Email: mshawver@legalaidsmc.org

Sent:

21 Jun 2022 22:37:22 UTC

Signed:

21 Jun 2022 22:37:23 UTC



IP address: 50.247.101.161

Location: Napa, United States

Document completed by all parties on:

21 Jun 2022 22:37:23 UTC

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