

Grant Agreement

This grant agreement (the "Grant Agreement"), which is dated as of January 26 , 2021 (the "Effective Date") and is between the County of San Mateo (the "County"), the Legal Aid Society of San Mateo County ("LASSMC") and Mission Asset Fund ("MAF"), (collectively, the "Parties"), contains the terms and conditions of a grant in the amount of Two Million Dollars and Zero Cents (\$2,000,000.00) (the "Grant") from the County from the Children's Health Initiative Fund to MAF.

By signing this Grant Agreement, the Parties agree to the following terms and conditions regarding the Grant.

1. Grant Purpose & Disbursement

The charitable purpose of this Grant is to support the continuation and further capitalization of the San Mateo County Immigrant Relief Fund (the "Fund"), as authorized by the San Mateo County Board of Supervisors in Resolution Nos. 077574 and 077792. The Fund was initially created and capitalized pursuant to a grant agreement among the Parties dated July 15, 2020, which terminated on December 31, 2020. With further capitalization, the Fund will continue provide financial assistance to residents of San Mateo County who have been economically impacted by COVID-19 and who are ineligible for federal financial assistance programs because of their immigration status.

The Grant shall be disbursed as follows:

- a. The total amount of the Grant will be wire transferred by the County upfront to MAF and not on a reimbursement basis. MAF will then distribute the Grant funds after it has identified, pre-screened and prioritized selected recipients through its web platform as set forth in the subsections e. through i. below.
- b. The Grant funds must be distributed to eligible selected recipients as soon as possible, but no later than June 30, 2021.
- c. LASSMC and its partner organizations (the "Partner Organizations"), which are listed in Exhibit A attached hereto and incorporated by reference, will conduct outreach across San Mateo County to raise awareness about the Fund, encourage eligible individuals to apply for relief through the Fund, and assist them with the pre-application and application process.
- d. LASSMC will execute a memorandum of understanding, or amend existing any existing memorandum of understanding such that it extends through the date of termination of this agreement, with each Partner Organization to formalize the agreements, which memorandum will provide that the Partner Organization will use its best efforts, within available resources, to help individuals access MAF's web portal for the Fund, guide them through the pre-application and application process, help them obtain an email address, if needed, which is a prerequisite to participating in the Fund, and refer them to a local credit union for assistance setting up a checking account, if requested.
- e. Individuals needing assistance will be pre-screened by submitting responses to a brief pre-application questionnaire on MAF's website, confirming their residency in the County, household size, that their average monthly household income falls below 80% of area median income (which

is on par with the income limits set for Economic Impact Payments under the federal Coronavirus Aid, Relief and Economic Security (CARES) Act), that they are ineligible for federal financial assistance (Economic Impact Payments and unemployment benefits) due to their immigration status, and they have a demonstrated economic need as a result of COVID-19.

- f. During the pre-screening process, MAF will prioritize applicants for receipt of Grant funds based on demonstrated level of need, which may include loss of income, number of dependents, illness or disability, or other particular hardships.
- g. MAF will send an email to those who successfully complete the pre-screening process and invite them to complete an application online through MAF's secure web portal, which would require (1) uploading government issued identification (even if expired or not from the U.S.); (2) verifying their responses to the pre-application questionnaire; and (3) confirming the mode of payment for the financial assistance (i.e. direct deposit into a checking account, issuance of a paper check, or issuance of a pre-paid debit card). Both the pre-application questionnaire and the application will be available in four languages: English, Spanish, Arabic and Chinese.
- h. MAF will then select and approve applications accordingly. Once an application is approved, MAF will deposit Grant funds into the applicant's bank account or issue a paper check or prepaid debit card to the applicant within two to five business days.
- i. Those who are selected to receive assistance (individuals or families who share finances) based on an assessment of demonstrated need will receive a target level of assistance of \$1000. Depending on the availability of funding, there may be a second round of assistance given to those verified applicants with a continued demonstrated need, up to a maximum of \$2000.

2. Grant Period

This Grant Agreement shall commence on the Effective Date of this Grant Agreement and terminate on June 30, 2021, unless earlier terminated by the County ("Grant Period").

3. No Administrative Fee

There will be no administrative fees charged by LASSMC, any of the Partner Organizations or MAF associated with the Grant. One hundred percent (100%) of the Grant funds will be distributed to recipients in need of the financial assistance described herein.

4. Use of Grant Funds, Restricted to Charitable Purposes

MAF acknowledges that this Grant Agreement is a contract with the County for the public purposes stated herein. MAF shall use the Grant funds only as stated herein unless MAF receives prior written permission from the County. MAF shall repay to the County all Grant funds that are not used for the purpose of this Grant.

5. Unexpended Funds

If there remain any unexpended funds in the Fund when the term of this Grant Agreement expires and no more individuals in need of assistance pursuant to the eligibility criteria set forth section 1 e. above have

been identified at this time, MAF and LASSMC shall provide written notice to the County, and the County, upon written request to MAF and LASSMC, shall be entitled to receive its pro rata share of said unexpended funds.

6. Reporting Requirements

MAF shall provide written reports at reasonable intervals during the Grant Period and for twelve (12) months thereafter, and in a format reasonably designated by the County, detailing the number of invitations sent to individuals to apply for financial assistance through the Fund, the number of completed applications received by MAF, the number of individuals who received payments through the Grant funds and the amount of each such payment, and information regarding recipients of Grant funds, including the location of their residence (the city or unincorporated area).

7. Recordkeeping & Audit

MAF shall treat Grant funds as restricted assets and shall maintain books to show the Grant funds separately. MAF shall keep adequate records to substantiate its expenditures of Grant funds and compliance with the terms of this Grant Agreement. MAF shall make these books and records available to the County at reasonable times for review and audit, and shall comply with all reasonable requests of the County for information and interviews regarding use of the Grant. MAF shall keep copies of all relevant books and records and all reports to the County for at least three (3) years after full expenditure of the Grant funds, and such books and records shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

8. Prohibited Activities

MAF may not use the Grant (a) for any purpose other than the Grant Purpose; (b) to carry on propaganda, or otherwise attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code); (c) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the United States Internal Revenue Code); and (d) for any purpose that is inconsistent with Section 501(c)(3) of the United States Internal Revenue Code.

9. Compliance with Laws

All services to be performed by LASSMC and MAF pursuant to this Grant Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations. 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 Grant 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 Grant Agreement.

10. Non-Discrimination & Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Grant 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

LASSMC and MAF shall each ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Grant Agreement. LASSMC and MAF's respective equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

LASSMC and MAF shall each 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 under this Grant Agreement.

d. Compliance with County's Equal Benefits Ordinance

LASSMC 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 LASSMC employee is of the same or opposite sex as the employee. MAF 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 MAF 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 Grant Agreement as if fully set forth here, and LASSMC and MAF shall each 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

LASSMC certifies that no finding of discrimination has been issued in the past 365 days against it 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 LASSMC within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, LASSMC shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Grant Agreement. Failure to comply with this section shall constitute a material breach of this Grant Agreement

and subjects the Grant Agreement to immediate termination at the sole option of the County.

MAF certifies that no finding of discrimination has been issued in the past 365 days against it 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 MAF within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, MAF shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Grant Agreement. Failure to comply with this section shall constitute a material breach of this Grant Agreement and subjects the Grant Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions (LASSMC)

LASSMC shall report to the County Manager (identified below) 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 Grant 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 LASSMC 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 Grant Agreement shall be considered a breach of this Grant Agreement and subject LASSMC to penalties, to be determined by the County Manager, including but not limited to the following: (1) termination of this Grant Agreement; (2) disqualification of LASSMC from being considered for or being awarded a County contract for a period of up to 3 years; (3) liquidated damages of \$2,500 per violation; and/or (4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this subsection, the County Manager shall have the authority to offset all or any portion of the amount described in this section against amounts due to LASSMC under this Grant Agreement or any other agreement between LASSMC and County.

h. Reporting; Violation of Non-discrimination Provisions (MAF)

MAF shall report to the County Manager (identified below) 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 Grant 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 MAF 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 Grant Agreement shall be considered a breach of this Grant Agreement and subject MAF to penalties, to be determined by the County Manager, including but not limited to the following: (1) termination of this Grant Agreement; (2) disqualification of MAF from being considered for or being awarded a County contract for a period of up to 3 years; (3) liquidated damages of \$2,500 per violation; and/or (4) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this subsection, the County Manager shall have the authority to offset all or any portion of the amount described in this section against amounts due to MAF under this Grant Agreement or any other agreement between MAF and the county.

11. Termination

This Grant Agreement may be terminated by the County at any time without a requirement of good cause upon fourteen (14) days' advance written notice to LASSMC and MAF.

12. Indemnification

LASSMC hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its officers, directors, trustees, employees, representatives, and agents from and against any and all claims, liabilities, losses and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with the Grant, the application of funds furnished pursuant to the Grant, the program or project funded or financed by the Grant or in any way relating to the subject of this Grant Agreement, except to the extent that such claims, liabilities losses or expenses arise from or in connection with any act or omission of the County, its officers, directors, employees, representatives or agents. This paragraph shall survive the termination of this Grant Agreement.

13. Assignment

This Grant Agreement is not assignable by LASSMC or MAF, either in whole or in part, without the express consent of the County in the form of a formal written amendment. The requirements of this Section do not apply to memoranda of understanding that LASSMC may execute with the Partner Organizations for purposes related to this Grant Agreement. The requirements of this Section also do not apply to any agreements that MAF may execute with vendors to ensure the distribution of Grant Funds to recipients via direct deposit, paper checks or prepaid debit cards.

14. Governing Law & Jurisdiction

The validity of this Grant Agreement and of its terms, the rights and duties of the Parties under this Grant Agreement, the interpretation of this Grant Agreement, the performance of this Grant Agreement, and any other dispute of any nature arising out of this Grant 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 Grant 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.

15. Integration & Modification

This Grant Agreement supersedes any and all prior or contemporaneous agreements, representation, and understandings of or between the Parties, and the Parties warrant that they are not relying on any such prior representations. The Parties understand and agree that the terms of this Grant Agreement may not be altered, amended, modified or otherwise changed in any respect except by a writing duly executed by the Parties, or their respective authorized representative(s).

16. Severability

In the event that, at any time subsequent to the execution of this Grant Agreement, any portion or provision of it is found to be illegal, invalid, unenforceable, non-binding or otherwise without legal force or effect, the remaining portion(s) will remain in force and be fully binding.

17. Counterparts

This Grant Agreement may be executed in any number of counterparts, each of which will be deemed an original and all of which together will constitute

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have signed this Grant Agreement as of the Effective Date set forth above.

County

County of San Mateo
a political subdivision of the State of California

By:

David J. Canepa, President

ATTESTED:

Clerk of the Board

LEGAL AID SOCIETY OF SAN MATEO COUNTY
By:
<small>DocuSigned by:</small> <i>M. Stacey Hawver</i>
<small>BB1F31864E804FC...</small>
Name: M. Stacey Hawver
Title: Executive Director
Date: 1/13/2021 2:59 PM PST

MISSION ASSET FUND
By:
<small>DocuSigned by:</small> <i>Jose A. Quinonez</i>
<small>9D456300E0834D7...</small>
Name: Jose Quinonez
Title: Founder & CEO
Date: 1/13/2021 2:29 PM PST

Exhibit A
List of Partner Organizations

- **Core Fund Partners:**

Faith in Action
Samaritan House

- **Outreach Partners:**

Boys & Girls Clubs of the Peninsula
Catholic Charities
Coastside Hope
Fair Oaks Community Center
IIBA
Multicultural Institute
Nuestra Casa
Puente de la Costa Sur
Siena Youth Center of St. Francis Center
JobTrain
Redwood City 2020
National Domestic Workers Alliance
North Fair Oaks Council