

AGREEMENT

THIS AGREEMENT made and entered into on _____, by and between the COUNTY OF SONOMA (hereinafter COUNTY) and the Sonoma County Secure Families Collaborative, (hereinafter GRANTEE).

WITNESSETH:

WHEREAS, during the February 4, 2025, Board of Supervisors meeting, the Board approved funding for GRANTEE to collaborate with partners in providing education and outreach on individuals' legal rights related to immigration status.

WHEREAS, County's Board of Supervisors has determined this use of funds complies with Government Code section 26227 which allows the Board of Supervisors to fund programs deemed by the Board to meet the social needs of the population of the county, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education and the needs of physically, mentally and financially handicapped persons and aged persons; and

WHEREAS, GRANTEE is ready, willing and able to support the program and/or purchase items as described in Exhibit A of this Agreement.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. That the foregoing recitals are true and incorporated by reference.
2. COUNTY shall pay to GRANTEE the total sum of \$500,000 (hereinafter "award"), payable in full upon execution of this grant agreement.
3. GRANTEE shall receive a maximum of 15% for indirect costs to cover the expenses associated with administering the coordination of these services.
4. GRANTEE shall use the funds to support the work described in the scope of work, and attached hereto as Exhibit A. GRANTEE shall submit three financial and programmatic updates to the CAO, including a budget summary, expenditure breakdown, number of events held, and participation numbers. In addition, GRANTEE will submit a final report that includes aggregated service delivery data and community impact metrics related to the funding.
5. GRANTEE agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of GRANTEE'S books, records, and financial statements upon COUNTY'S request and without prior notice.
6. GRANTEE agrees to submit copies of all published materials to the County Administrator's Office via email to yoan.vivas@sonoma-county.org.
7. Indemnification:
 - a. GRANTEE agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages,

- liabilities, disabilities, or expenses, that may be asserted by any person or entity, including GRANTEE, that arise out of, pertain to, or related to GRANTEE's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. GRANTEE's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at GRANTEE's expense, subject to GRANTEE's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for GRANTEE or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- b. GRANTEE shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with GRANTEE's performance hereunder.
7. Non-Discrimination: GRANTEE shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
8. Assignment/Delegation: GRANTEE shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.
9. Merger: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
10. Repayment: If GRANTEE fails to comply with the rules and requirements of the award as specified, then GRANTEE shall, within ten days of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this agreement; provided, however, that COUNTY may, in its sole discretion, allow GRANTEE to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that GRANTEE has taken action to ensure that the failure will not reoccur.
11. Conflict of Interest: GRANTEE covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. GRANTEE further covenants that in the performance of this contract no person having any such interest shall be employed.
12. Statutory Compliance: GRANTEE agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, GRANTEE expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered

a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

13. Prevailing Wage. With respect to any portion of the Grant Project that constitutes the performance of a “public work” within the meaning of Labor Code section 1720, GRANTEE shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq. GRANTEE shall properly document such compliance, including registration of all covered contracts with the Department of Industrial Regulations. COUNTY shall have the right to inspect all documentation to confirm compliance with this section at any time up to 5 years from project completion.
14. AIDS Discrimination: GRANTEE agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
15. No Third Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
16. Contract Amendments: Changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. GRANTEE expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to waive or amend Agreement requirements.
17. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California’s Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SONOMA

County Administrator, or designee,
authorized by the Chair, Board of Supervisors

DATE

Margaret Flores McCabe
Margaret Flores McCabe (Apr 1, 2025 14:20 MDT)

04/01/2025

Margaret Flores McCabe, Executive Director
Secure Families Collaborative

DATE



Project Purpose

The Secure Families Collaborative (SFC) will manage the distribution and oversight of \$500,000 in pass-through funding to nonprofit organizations who have the capacity to educate and prepare the Sonoma County's immigrant community for the rapidly evolving federal immigration policies and enforcement actions. This funding opportunity aims to enhance access to critical services for immigrant communities through grants to qualified organizations.

Secure Families Collaborative's Roles and Responsibilities

1. Grant Administration & Management

The Secure Families Collaborative team will:

- Create a draft request for proposals (RFP) in collaboration with SFC Board Chair and former county counsel, Bruce Goldstein.
- Solicit input about the draft RFP from the Board of Supervisors, CAO's office, Office of Equity, SFC Board, and community-based organizations.
- Solicit community input by 1.) presenting the draft RFP at the Sanctuary Coalition of Sonoma County meeting on February 2,) by soliciting input from community based organizations. .
- Track and share all input received with the CAO's office, SFC team, and the Board Chair.
- Recruit(5) panelists* to serve on the grants selection committee. Ensure panelists have experience with RFP's, reviewing grant proposals, and selecting grant recipients.

Note: Grant panelists committee is in place-

1. Oscar Chavez, CEO, Sonoma County Community Foundation
 2. Lisa Carreño, CEO, United Way of the Wine Country
 3. Tiela Chalmers, Grant Review Panelist, Access to Justice Commission
 4. Angela Ryan, Executive Director, Catalyst Fund
 5. Lindsay Franco, Racial Equity Strategic Planning Analyst, Sonoma County
- Work with the grant selection committee to create a timeline and process for selecting grantees.

2. Grantee Selection & Grant Administration

The Secure Families Collaborative team will;

- Develop and release Eligibility Survey, RFP, and grant application.
- Ensure widespread distribution of the RFP by identifying organizations best suited to apply (e.g. immigration legal service providers, CBO's, advocacy groups, etc), utilizing multiple communications platforms, directing outreach to immigration networks and philanthropic partners, posting on the SFC website, and sharing at Coalition meetings.
- Review the completed Eligibility Surveys and notify organizations that are ineligible.
- Once applications are received, an SFC volunteer attorney will review applications for completeness.
- Notify applicants if they are missing required documentation and give them 5 business days to provide the documentation.
- Share applications with the grant selection committee for review.
- Create and provide the scoring rubric to be used by the grant selection committee.
- Schedule and facilitate meetings with the grant selection committee.
- Work with the CAO's office, grant selection committee, and SFC's Board Chair to execute the funding agreements with grantees and subgrantees.
- Will ensure that the funding agreements include a specific number of workshops and/or forums to be delivered by grantee. At a minimum, Know Your rights workshops educational activities will be conducted on a weekly basis.
- Work with CAO's office to establish metrics and compliance expectations. Grantee onboarding where key details will be shared with all awarded CBO's and provide an opportunity to go over invoicing/reporting expectations.
- SFC will enter into formal grant agreements with selected CBO's. Each agreement will outline the scope of work, funding terms, compliance requirements, reporting obligations, and performance benchmarks.
- Will ensure that the funding agreements include a specific number of workshops and/or forums to be delivered by grantee. At a minimum, Know Your rights workshops educational activities will be conducted on a weekly basis
- Execution of the agreement will be contingent upon mutual acceptance of terms, submission of required documentation, and adherence to all applicable grant conditions.

3. Financial Management & Compliance

The Secure Families Collaborative team will:

The Secure Families Collaborative (SFC) team will:

- Provide grant funds to successful applicants within 6–8 weeks of submission.
- Disburse grant funds in three installments:
 - An initial one-third upon signing the grant agreement
 - A second one-third upon receipt of the midterm report

- The final one-third upon submission of the final report
- Allow grantees to submit budget modification requests at the midpoint of the project.
- Monitor grantee and subgrantee expenditures to ensure compliance with county funding guidelines.
- Establish a non-compliance policy that includes an opportunity for corrective action.
- Confer with the SFC Board if a grantee does not improve performance after the corrective action plan. The SFC Board will have the authority to withhold payments or to cancel MOU's for nonperformance.
- Ensure that SFC's CPA, Denegri & Associates receives copies of all executed MOU's.
- SFC's CPA will oversee the fiscal recordkeeping required for this grant.

4. Education & Outreach Coordination

The Secure Families Collaborative team will:

- Support grantees in designing and delivering culturally responsive education and outreach programs, as needed.
- Collaborate with grant recipients to develop a comprehensive resource hub that serves immigrants by providing connections to essential immigration legal services, mental health support, training opportunities, and family preparedness resources.
- Identify and address gaps in services based on community needs.
- Collaborate with the county to add the resource asset map and links to community-based organizations who have completed the Economic Development Collaborative survey.
- Will Coordinate with the County's Communication team to ensure the County's immigrant information webpage includes up to date information.

5. Capacity Building & Technical Assistance

The Secure Families Collaborative team will:

- Offer two training sessions on program implementation, compliance, and reporting
- Provide one-on-one support to grantees as needed
- Develop and share best practices for community engagement

6. Program Monitoring & Evaluation

The Secure Families Collaborative team will:

- Establish data collection tools to track outreach efforts and community impact
- Work with grantees to ensure tools are used to track attendance at workshops and events, collect demographic data to assess community reach, monitor engagement levels through surveys, focus groups, and feedback forms, and evaluate outreach channels.
- Conduct site visits that will verify that the programs align with the grant proposal and scope of work, review documentation of services provided, confirm data collection methods, ensure grant funds are being used as outlined in the budget, and evaluate collaboration with other community-based organizations.

- Analyze qualitative and quantitative data to assess program effectiveness. Types of data to be collected include participant testimonials, case studies, focus group insights, and stakeholder feedback.

7. Reporting & Accountability

The Secure Families Collaborative team will:

- Maintain transparent records of fund distribution and utilization.
- Collect financial and programmatic reports from the grantees at the beginning, midpoint, and end of the grant period.
- Financial reports will include:
 1. a budget summary and a breakdown of expenditures each reporting period.
- Programmatic reports will include:
 1. a description of events, workshops, and information sessions held
 2. a number of participants reached and demographic breakdown
- Will aggregate the data received from grantees, including financial expenditures, programmatic outcomes, and impact metrics, to compile a comprehensive report for submission to the CAO's office. This report will provide a detailed analysis of service delivery, community impact, and key findings to ensure accountability, transparency, and informed decision-making for future funding and program improvements.

Deliverables & Timeline

Key Dates for Funding

- | | |
|-------------------------------|----------------|
| • Application Release | March 19, 2025 |
| • Eligibility Survey Deadline | March 25, 2025 |
| • Submission Deadline | April 8, 2025 |
| • Award Notification | April 18, 2025 |
| • Finalize Grant Agreements | April 25, 2025 |
| • Receive Funding | April 25, 2025 |
| • Disburse Funding | May 1, 2025 |

Key Dates for Financial and Programmatic Reports (estimated):

Due Dates for Grantees:

Beginning: May 1, 2025
Midpoint: November 1, 2025
Endpoint: April 30, 2026

SFC Reports Due to County:

May 26, 2025
November 26, 2025
May 26, 2026



Funding Opportunity for Immigration Legal Service Providers and Community Based Organizations

I. APPLICATION OVERVIEW

1. Funding Purpose & Background

The Sonoma County Board of Supervisors authorized funds for this Request for Proposals (RFP) to be used to educate and prepare the community for evolving federal immigration policies and enforcement actions. In addition to and beyond the usual Know Your Rights (KYR) training, proposals including family preparedness plans (adverse family member impact, caregiving arrangements, and/or asset protection) are also eligible for funding. *Pro bono* immigration legal consultations also constitute an eligible preparedness approach.

To address the current federal legal and policy landscape and to ensure the community receives accurate, timely information, all projects must include access to immigration legal expertise.

Proposed projects must demonstrate a systematic and community-centered approach for collaborative efforts. This shall include coordination of grant activities, community events, communication on developing issues, legal analysis, and strategic planning. **The goal is to maximize funding impact by supporting a system of inclusive, coordinated support for Sonoma County's immigrant communities.**

Educational efforts should address multifaceted problems, needs, and strategies. Special emphasis should be placed on reaching people in trusted settings including but not limited to schools, community based organizations, community health centers, mental health providers, and faith-based organizations. Technological and other creative home-based educational strategies may also be considered for reaching people in a secure setting.

2. Applicant Eligibility

a. Applicants must:

- i. be a 501(c)3 community non-profit organization with a demonstrable record of serving Sonoma County immigrant communities, AND EITHER
- ii. be a nonprofit legal services organization with demonstrated expertise in providing immigration legal advice and representation, OR
- iii. be a 501(c)3 community-based immigrant-serving organization that provides education, rapid response, outreach, and resource navigation.

b. Applicants must demonstrate legal immigration expertise OR connection to an organization or individual with related experience to address rapidly changing federal policies and laws to ensure clients are not put at risk by receiving outdated or inaccurate information.

c. Applicants must demonstrate they are or will be part of a collaborative coordinated system of legal and related supportive services.

*Fiscally-sponsored groups must apply under a 501(c)3 organization. In the instance of a subgrantee, the lead applicant must be a 501(c)3 organization and an MOU should be included as an appendix to the application attesting to the subgrantee relationship.

3. Eligible Activities

a. Community Education and Outreach

- i. Education about new court decisions, federal immigration policies and actions, and related risks
- ii. Preparedness training including but not limited to KYR, rapid response to enforcement actions, and proactive planning (to reduce impacts on families left behind from a member detained or deported); Such counseling may include advance caregiver arrangements and/or physical and financial asset protection.
- iii. Education on evolving issues affecting legal rights
- iv. Education and consultation on potential eligible forms of immigration relief
- v. Education on immigration detention, including how to access and communicate with family members and legal counsel
- vi. Education on Immigration Court procedures and approaches, including self-representation
- vii. Develop and distribute materials such as brochures, flyers, and posters in multiple languages that provide information on available legal education, resources, and how to access them
- viii. Establish or contribute to platforms for sharing timely information between service providers, immigrant-serving agencies, and/or the community on legal changes, community activities, and resource opportunities

b. Capacity Building

- i. Training community champions and organizations on issues related to eligible grant activities
- ii. Enhancing digital and in-person outreach efforts to advance eligible grant activities

4. Funding Structure

- a. Available County grant award to Secure Families Collaborative: \$500,000
- b. Secure Families Collaborative administrative costs: 15% of total funding or \$75,000
- c. Funding available for applications: \$425,000
- d. Minimum grant size: \$25,000
- e. Grants will be for 12 months beginning from receipt of funds by the applicant May 1, 2025 to April 30, 2026. (*Dates are subject to change.)

5. Funding Priorities

Organizations most likely to receive funding will:

- a. demonstrate the legal expertise and capacity to handle the rapidly changing immigration legal landscape and the ability to react quickly and communicate those changes.
- b. exhibit an effective plan to prepare and educate immigrant families on how best to address federal immigration policies and legal threats.
- c. show a history of successful program implementation and fiscal responsibility.
- d. demonstrate cultural and linguistic competency in serving immigrant communities.
- e. demonstrate a history of and capacity to keep client information secure to minimize risk to those participating in activities.
- f. contribute to community activity schedules (withholding exact locations) for inclusion in a master calendar of available events and resources; and County and/or other website(s) to help coordinate services and serve as portals for the community to receive information.
- g. ensure that education efforts align with and complement other grantees and immigrant serving agencies.
- h. serve multiple supervisorial districts to ensure geographic diversity OR demonstrate collaboration with other organizations that serve multiple supervisorial districts.
- i. include strong collaboration between legal service providers and community-facing, immigrant-serving organizations.
- j. provide innovative outreach models to maximize engagement.
- k. demonstrate a willingness to design universal Know Your Rights materials to disseminate to other partnering organizations.

6. Funding and Budget Guidelines

The following expenses are allowable:

- a. Staff salaries and benefits for direct services including but not limited to education, legal support, and outreach personnel
 - b. Materials for educational workshops and training
 - c. Outreach and community engagement efforts
 - d. Technology costs to conduct grant activities
 - e. Administrative/overhead costs (not to exceed 15%) necessary for service delivery
- *Funds cannot be utilized for direct cash assistance.**

7. Reporting Requirements

Reporting requirements will be detailed in the grant award agreement. A brief written report will be required at the six (6) month mark and a final report due within thirty (30) days of conclusion of the grant period. Reports shall provide the following:

- a. Financial Reports - Financial statement detailing fund usage
- b. Programmatic Reports - Aggregate data on services provided, clients reached, and community impact; description of how identified project goals were met or addressed; Grant recipients will be expected to adhere to the reporting format and requirements.

8. Collaboration Requirements

Grant recipients will be required to:

- a. attend quarterly zoom or in-person meeting check-ins that may be in an individual or all grant recipient format.
- b. collaborate with grant administrators. Specific information related to this collaboration will be shared in greater detail through the grant agreement.

II. APPLICATION PROCESS AND TIMELINE

1. Proposal Requirements

Applicants must submit the following:

- a. **[An eligibility survey](#) completed on or before March 25, 2025**
- b. A project narrative detailing objectives, activities, and expected outcomes - not to exceed five pages; Additional information can be found in the application document.
- c. An additional page (if applicable) detailing the role and eligibility of any subgrantees
- d. Most recent available Audited Financial Statement of the lead organization (If an organization does not conduct annual audits, the most recent financial statements approved by the applicant's board of directors are acceptable.)
- e. IRS 501(c)(3) verification for both the lead organization and any subgrantees
- f. Most recent available IRS Form 990
- g. Organizational Budget for current fiscal year
- h. Project Budget
- i. **A completed application by 5 p.m. on April 8, 2025 to sfcgeneral@securefamilies.org.**

2. Review and Decision Process

- a. Proposals will be reviewed by an external panel composed primarily of foundation and other funders of immigration related programs in Sonoma County. The external panel will forward funding recommendations to the Secure Families Collaborative (SFC) Board of Directors for approval.
- b. Grant funds will be provided to successful applicants within 6-8 weeks of submission. Upon signing the agreement, an initial $\frac{1}{3}$ of the total granted amount will be dispersed. An additional $\frac{1}{3}$ will be dispersed upon receipt of the midterm report. The final $\frac{1}{3}$ will be dispersed upon submission of the final report. Exceptions can be made in extenuating circumstances.
- c. Funding decisions will be made based upon the following Scoring Criteria.

3. Scoring Criteria

Category	Points	Evaluation Criteria
Organizational Capacity	30	Demonstrated experience providing immigration legal (and/or related) services to Sonoma County immigrant communities along with connection to immigration legal expertise
Impact and Reach	15	Demonstrable capacity to serve multiple County geographic areas and reach diverse underserved immigrant communities
Collaboration & Partnerships	15	Strength and clarity of partnerships with community-facing organizations; coordination of communication and services; demonstrated history of past successful collaboration
Program Design and Feasibility	15	Clear goals, innovative service model, and feasible implementation plan. Funding will be prioritized for groups that demonstrate the capacity to meet or exceed project goals
Budget and Fiscal Responsibility	25	Demonstrable history of responsible financial management and/or fiscal responsibility; This includes but is not limited to success with past contracts and grants and a history of an appropriate allocation of funds
TOTAL	100	

4. Key Dates (Dates are subject to change.)

- Application Release: March 19, 2025
 - Eligibility Survey Deadline: March 25, 2025
 - Submission Deadline: April 8, 2025
 - Award Notification: April 18, 2025
 - Finalize Grant Agreements: On or before April 25, 2025 ●
- Anticipated Funding and Project Start Date: May 1, 2025

5. Contact Information

For questions regarding this funding opportunity, please contact:

Name: Elizabeth Aldridge

Email: sfcgeneral@securefamilies.org