

GRANT AGREEMENT

THE STATE BAR OF CALIFORNIA

OFFICE OF ACCESS & INCLUSION - IOLTA FUND GRANT

This Grant Agreement ("Agreement") is made as of January 1, 2019, ("Effective Date") between The State Bar of California, a California public corporation, with a principal place of business at 180 Howard Street, San Francisco, CA 94105 ("State Bar"), and Coalition of California Welfare Rights Organizations, a California nonprofit corporation, with a principal place of business at 1111 Howe Avenue, Suite 150, Sacramento, CA 95825-8551 ("Recipient").

RECITALS

Pursuant to California Business and Professions Code Section 6210-6228 ("Act") and Title 3, Division 5, Chapter 2 of the Rules of the State Bar of California, ("Rules"), a Legal Services Trust Fund Program ("Program") has been established in the State of California. The Office of Access & Inclusion administers the Program.

Recipient has completed, executed, and submitted to the State Bar an Application for Funding under the Program. As part of the Application for Funding, Recipient has completed, executed, and submitted to the State Bar Certifications, Assurances, Attachments, and a Proposed Budget (collectively, including the Application for Funding, "Application Materials").

In reliance upon the representations and agreements made in the Application Materials, State Bar has determined that Recipient is eligible for an IOLTA grant under the Program for the period commencing on January 1, 2019 and ending on December 31, 2019 ("Grant Period").

The governing board, the officers, and similarly empowered staff of Recipient have read and understand the Act, the Rules, the Application Materials, the Legal Services Trust Fund Program General Grant Provisions ("Grant Provisions"), and the Legal Services Trust Fund Program Eligibility Guidelines ("Eligibility Guidelines"). Recipient has familiarized appropriate staff with the requirements of the Act, the Rules, the Grant Provisions, and the Application Materials.

AGREEMENTS

1. Pursuant to the Act and Rules, and in reliance upon the promises and representations made by Recipient, the State Bar grants to Recipient \$188,202 ("Grant Amount").
2. The Act, Rules, Grant Provisions, Eligibility Guidelines, and Application Materials, including any additions or amendments made to the Application Materials by agreement between the State Bar and Recipient, are incorporated into this Agreement as if set forth in their entirety in this Agreement. Recipient agrees to comply with the Act, Rules, Grant Provisions, Eligibility Guidelines, Assurances, and other agreements made in the Application Materials. Recipient agrees to comply with all lawful statutes, rules, regulations, guidelines, policies, instructions, and similar directives pertaining to the Program (collectively, "Directives") issued by the State

of California, the Supreme Court of the State of California, or the State Bar, including without limitation, any Directive adopted after the Effective Date.

3. Recipient acknowledges that the terms of this grant, including Grant Provision Article 4.05, Regulating Rule 3.680(E)(1), and Business and Professions Code Section 6222, require Recipient to submit to the State Bar a financial statement that has been audited or reviewed by a certified public accountant within ninety (90) days of the close of Recipient's fiscal year.
4. The State Bar will pay the Grant Amount in accordance with the Grant Provisions. However, under no circumstances will the State Bar bear any liability to Recipient or to other persons or entities for delays in payments.
5. Notwithstanding the Grant Provisions or any other provision of this Agreement regarding the payment of grants, Recipient acknowledges that the Grant Amount and all payments thereof shall be made from funds received by the State Bar pursuant to Business and Professions Code Sections 6033 and 6212, and the income earned from the investment of such funds, if any, and are contingent upon the availability and sufficiency of such funds, as determined by the State Bar in its sole discretion. Consequently, Recipient shall not be guaranteed any specific dollar amount in grant funds, or any grant funds at all, if funds received pursuant to Business and Professions Code Sections 6033 and 6212, and the income earned from the investment of such funds are insufficient or unavailable to the State Bar. The State Bar will not assume any liability whatsoever to Recipient for any failure to pay the Grant Amount or any part thereof that results because funds are insufficient or unavailable.
6. (a) Recipient acknowledges that, pursuant to California Business and Professions Code Section 6033, the State Bar has collected and will continue to collect contributions intended for Program recipients pursuant to the Act and the Rules ("Contributions"). Recipient hereby appoints the State Bar as its agent for the sole purpose of collecting and acknowledging Contributions, and the State Bar hereby accepts the appointment, retroactive to the first date on which any Contributions were received by the State Bar that are ultimately distributed to Recipient.

(b) In furtherance of the agency relationship described in Section 6(a) above, the State Bar will (i) receive and distribute Contributions according to the Act, the Rules, and the Grant Provisions; and (ii) provide a receipt to each person making a Contribution stating that the full amount of the Contribution will be distributed to the Program recipients, who are nonprofit organizations for federal tax purposes.

(c) Except as expressly provided in this Section 6, nothing in this Agreement shall constitute the naming of either party as an agent or legal representative of the other for any purpose whatsoever. This Agreement shall not be deemed to create a partnership or joint venture between the parties.
7. Recipient must spend the Grant Amount received in connection with the Program in each county served in the amounts set forth in Attachment A – Grant Allocation Detail, attached hereto and incorporated herein by reference.
8. Recipient represents and warrants that the Recipient's Application Materials for a grant under the Program does not misstate or omit any material fact. Recipient will notify the State Bar promptly (but in no event more than three (3) business days) in writing of any change in any

material fact affecting Recipient's eligibility to receive funds under the Program, including without limitation, any change that affects the accuracy of any statement made in conjunction with Recipient's application for a grant under the Program. Recipient will also notify the State Bar promptly (but in no event more than three (3) business days) in writing of any material change in the planned activities or proposed budget contained in the Application Materials or any revision thereto.

9. Recipient will permit the State Bar's agents to inspect at any time any office or other premises maintained by Recipient or used by Recipient in connection with the expenditure of the Grant Amount received under the Program. Recipient will cooperate with the State Bar's agents during such inspections and will furnish the agents with any information that the agents reasonably request as relevant to determining Recipient's compliance with this Agreement. The State Bar's right of access to Recipient's records for purposes of compliance will survive the expiration of the Grant Period. In complying with disclosure requirements of this Agreement and of the Program, Recipient may withhold any client-identifying information when Recipient reasonably determines that disclosure would violate the Act, the Rules, or a rule of professional responsibility.
10. The Act, Rules, Grant Provisions, Eligibility Guidelines, and Directives set forth requirements concerning the use of Program funds and payment for subcontracts to provide legal services ("Subcontracted Services"). Recipient acknowledges its obligation to inform all providers of Subcontracted Services of the requirements of the Program and to obtain from all Subcontracted Services providers a written agreement to comply with all requirements of this Agreement as if that provider is the Recipient. Recipient assigns to the State Bar all rights that Recipient has or will acquire to inspect the premises and records of providers of Subcontracted Services to ensure compliance with Program; provided, however, that disclosure of client-identifying information by a provider of Subcontracted Services shall be governed by the provisions of Section 9 above.
11. (a) Recipient shall not represent or in any way suggest that it may obligate or pledge the credit of the State of California or of the State Bar.

(b) Recipient agrees to indemnify, defend, and hold harmless State Bar (including its Board of Trustees, officers, agents, and employees, as the same may be constituted now and from time to time hereafter) from and against any and all liabilities, losses, damages, expenses, or costs, whatsoever (including reasonable attorneys' fees, costs, and expenses), which may arise against or be incurred by the State Bar as a result of or in connection with (i) claims by any and all contractors, subcontractors, providers of consulting services, materialmen, laborers, or any other person, firm, or corporation retained by Recipient to furnish or supply work, service, materials, or supplies in connection with the performance of this Agreement; and (ii) claims by any person, firm, or corporation for injury or damage by Recipient or Recipient's agents in connection with the provision of legal or support services pursuant to this Agreement. Recipient shall further defend, indemnify, and hold harmless the State Bar from and against all liabilities, losses, damages, expenses or costs whatsoever (including reasonable attorneys' fees, costs, and expenses), arising from or in connection with the State Bar's enforcement of its rights under this Section 11(b). This indemnity provision shall survive the termination or expiration of this Agreement.

(c) Recipient will use reasonable efforts to have the State Bar named as an insured party to

any liability insurance policies purchased by or for Recipient and shall provide the State Bar with these certificates of insurance.

12. This Agreement does not impose on the State Bar any obligation to provide Recipient funds in excess of the Grant Amount or beyond the end of the Grant Period.
13. (a) All notices given in connection with the terms of this Agreement will be in writing, and both emailed and delivered personally or by first-class, certified, registered, or overnight mail addressed to the parties at the addresses stated below:

State Bar: The State Bar of California
 180 Howard Street
 San Francisco, California 94105-1617

Attention: Doan Nguyen, Program Supervisor
 Office of Access & Inclusion
 doan.nguyen@calbar.ca.gov

Recipient: Coalition of California Welfare Rights Organizations
 1111 Howe Avenue, Suite 150
 Sacramento, CA 95825-8551

Attention: Kevin Aslanian
 Executive Director
 kevin.aslanian@ccwro.org

Changes in address for purposes of giving notice will be effective two (2) weeks after giving notice of the change in address.

- (b) This Agreement, together with the Application Materials, Rules, Grant Provisions, and Directives, contains and constitutes the entire agreement between the State Bar and Recipient regarding the State Bar's grant of funds received pursuant to Business and Professions Code Section 6212 and 6033 and any income earned from the investment of such funds, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement shall be binding upon agents and successors of both parties. No alteration of the terms of this Agreement will be valid or effective unless in writing and executed by each party.
- (c) This Agreement was made and entered into by the parties in the State of California and shall be construed according to the laws of that state. Any action or suit brought to interpret, construe, or enforce the provisions of this Agreement shall be commenced in the Superior Court of the State of California in and for the County of San Francisco.
- (d) Each party has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party has been properly authorized and

empowered to enter into this Agreement. Each party further acknowledges that its Directors, Trustees, or similarly empowered persons have read this Agreement, understand it and agree to be bound by it.

- (e) No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented. No consent or waiver by one party to a breach of this Agreement by the other party, whether expressed or implied, shall constitute consent to, waiver of, or excuse for any other, different or subsequent breach. No amendment, consent, or waiver on behalf of the State Bar shall be binding upon the State Bar unless it is executed by the Executive Director of the State Bar or the Executive Director's designee.
- (f) This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of which, together will constitute but one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile, email or any other reliable means will be effective for all purposes as delivery of a manually executed original counterpart. Either party may maintain a copy of this Agreement in electronic form. The parties further agree that a copy produced from the delivered counterpart or electronic form by any reliable means (for example, photocopy, facsimile, or printed image) will in all respects be considered an original.

By executing this Agreement below, the parties agree to its terms.

THE STATE BAR OF CALIFORNIA

RECIPIENT

By: _____

By: _____

Print Name of State Bar Executive Officer

Print Name of Executive Director

Print Title of State Bar Executive Officer

By: _____

Print Name of Board Officer

Print Title of Board Officer

THE STATE BAR OF CALIFORNIA
OFFICE OF ACCESS & INCLUSION - IOLTA FUND GRANT

ATTACHMENT A – GRANT ALLOCATION DETAIL

The below indicates the amount of the total grant award to be allocated to each county in which Recipient provides services, if applicable.

Recipient: Coalition of California Welfare Rights Organizations

IOLTA Fund

Grant Period: January 1, 2019 - December 31, 2019

Grant Amount: \$188,202

County	Qualified Expenditures	Basic Allocation	Pro Bono Allocation	Total Allocation
Statewide	\$233,246	\$188,202	\$0	\$188,202