



THE STATE BAR OF CALIFORNIA

LEGAL SERVICES TRUST FUND PROGRAM

180 HOWARD STREET, SAN FRANCISCO, CALIFORNIA 94105-1639

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Stephanie L. Choy
Managing Director
(415) 538-2249

Lorna Choy
Sr. Grants Administrator
(415) 538-2535

Denise Teraoka
Grants Administrator
(415) 538-2545

Daniel Passamaneck
Grants Administrator
(415) 538-2403

Robert G. Lee
Sr. Accountant
(415) 538-2009

September 8, 2010

Dear Project Director:

Enclosed is an original signed copy of your program's Grant Agreement for the 2010-2011 IOLTA grant year.

The Trust Fund Program's General Grant Provisions, Guidelines for Management of Tangible Personal Property, Guidelines for Purchases of Real Property and Standards for Financial Management Systems and Audits constitute the compliance and quality control documents that govern the Trust Fund Program, and were sent to you previously.

Please review these documents with your administrative staff to ensure familiarity with your program's compliance requirements. You may contact this office for copies of these documents (unfortunately, they are not currently posted on our website).

For further assistance regarding your IOLTA grant, please contact any of the grants administrators listed on the letterhead. Good luck and we look forward to working with you this coming year!

Sincerely,

Lorna Choy
Senior Grants Administrator
Legal Services Trust Fund Program

Enclosure

RECEIVED

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**LEGAL SERVICES
TRUST FUND PROGRAM**GRANT AGREEMENT

THE STATE BAR OF CALIFORNIA

LEGAL SERVICES TRUST FUND PROGRAM - IOLTA FUND

This Grant Agreement is made as of July 1, 2010, (the "Effective Date") between The State Bar of California ("State Bar"), a California public corporation, and Coalition of California Welfare Rights Organizations, a California nonprofit corporation ("Recipient").

RECITALS

Pursuant to California Business and Professions Code Section 6210-6228 (the "Act") and the Rules Regulating Interest-Bearing Trust Fund Accounts (the "Rules") and The State Bar of California Legal Services Trust Fund Program General Grant Provisions (the "Grant Provisions"), a Legal Services Trust Fund Program ("Program") has been established in the State of California.

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

In reliance upon the representations and agreements made in the Application Materials, State Bar has determined that Recipient is eligible for a grant under the Program for the period commencing on July 1, 2010 and ending on June 30, 2011 ("Grant Period").

The Board of Directors, the officers and similarly empowered staff of Recipient have read and understand the Act, the Rules, the Grant Provisions and the Application Materials. Recipient has familiarized its staff with the requirements of the Act, the Rules, the Grant Provisions and the Application Materials.

AGREEMENTS

1. Pursuant to the Program and in reliance upon the promises and representations made by Recipient, State Bar grants to Recipient \$80,953 ("Grant Amount").

2. The Act, Rules, Grant Provisions and Application Materials 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 and 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 State Bar, including without limitation, any Directive adopted after the Effective Date.

3. Recipient acknowledges that the terms of this grant, including General Grant Provision Article 4.05, Regulating Rule 3.680(E)(1), and Business and Professions Code section 6222, require Recipient to submit to State Bar a financial statement that has been audited or reviewed by a certified public accountant within 90 days of the close of Recipient's fiscal year.

RECIPIENT SHALL COMPLETE THE FOLLOWING AS PART OF THIS AGREEMENT:

Recipient's fiscal year will end on the following date: 6-30-10

Acknowledgement by Recipient of duty to submit financial statement (initial): Jim

4. State Bar will use its best efforts to pay the Grant Amount in accordance with the Grant Provisions. State Bar, however, will in no circumstances 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 the entire 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 section 6212, the Justice Gap Funds, and/or the income earned from investment of such funds, if any; and are contingent upon the availability and sufficiency of such funds to the State Bar, as determined by the State Bar. 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 section 6212, the Justice Gap Funds, and/or the income earned from investment of such funds are insufficient or unavailable to the State Bar. The State Bar shall 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. Recipient must spend funds received in connection with the Program in each county served in the amounts set forth in Schedule of Grant Allocations, attached hereto and made a part hereof.

7. Recipient's Application Materials for a grant under the Program do not contain any misstatement of a material fact or omit any material fact necessary to make the statements contained in the Application Materials not misleading. Recipient will notify State Bar promptly 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.

8. Recipient will permit 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 funds received under the Program. Recipient will cooperate with 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. 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 or canon of professional responsibility.

9. The Act, Rules, Grant Provisions and Directives set forth requirements concerning 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 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 that disclosure of client-identifying information by a provider of Subcontracted Services shall be governed by the provisions of paragraph 8 hereof.

10. (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 State Bar.

(b) Recipient agrees to indemnify, defend, and hold harmless State Bar (including its Board of Governors, 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 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 services pursuant to this Agreement. Recipient shall further protect, 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 paragraph. This indemnity provision shall survive the termination or expiration of this Grant Agreement.

(c) Recipient will use reasonable efforts to have State Bar named as an insured party to any liability insurance policies purchased by or for Recipient.

11. This Agreement does not impose on State Bar any obligation to provide Recipient funds in excess of the Grant Amount or beyond the end of the Grant Period.

12. (a) All notices given in connection with this Agreement will be in writing and be made personally or by first-class, certified, registered or express mail addressed to the parties at the addresses stated below:

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

Attention: Stephanie L. Choy, Managing Director
Legal Services Trust Fund Program

Recipient: Coalition of California Welfare Rights Organizations
1901 Alhambra Boulevard
Sacramento, CA 95816

Attention: Kevin M. Aslanian
Executive Director

Notices given by mail will be deemed to have been given five (5) business days after being deposited in a United States Postal Services mailbox or with an express courier mail service. Changes in address for purposes of giving notice will be effective two 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 State Bar and Recipient regarding the State Bar's grant of funds received pursuant to Business and Professions Code section 6212 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, Governors 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 a consent to, waiver of, or excuse for any other, different or subsequent breach. No amendment, consent or waiver on behalf of State Bar shall be binding upon State Bar unless it is executed by the Executive Director of The State Bar of California or his/her designee.

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

Date: June 29, 2010

Date: June 29, 2010, 2010

THE STATE BAR OF CALIFORNIA

RECIPIENT

By: Peggy Van Horn
Peggy Van Horn
Chief Financial Officer

By: Kevin M. Aslanian
Kevin M. Aslanian
Executive Director

By: Starr Babcock
Starr Babcock
Senior Executive, Member Services

By: Stephen Feldberg
Stephen Feldberg
Title: Board President