

GRANT AGREEMENT NO.

This is a Grant between the CITY OF PORTLAND, OREGON ("CITY" OR "GRANTOR" and Catholic Charities Immigration Legal Services ("CCILS" OR "GRANTEE") is effective as of July 1, 2017.

RECITALS:

1. The Gateway Center for Domestic Violence Services opened in 2010 and is supported by both the City of Portland and Multnomah County. The City provides administrative personnel, contracts for advocacy and legal services, and supports access to restraining orders through a partnership with the Multnomah County Circuit Court. Multnomah County provides the 11,000 square foot building the Center operates in, as well as prosecution, security and mental health services.
2. Civil legal assistance is currently provided by Legal Aid Services of Oregon (LASO). While LASO can represent some survivors of domestic violence seeking immigration relief, their ability to do so is limited by time and resources.
3. Immigrant visitors to the Gateway Center numbers have been dropping. For example, in prior years, Latino survivors represented between 17% to 20% of all visitors. In 2017, that number dropped to 11%.
4. Many survivors are eligible for immigration relief specific to their status as domestic violence survivors and as crime victims. Currently, most immigrants seeking legal relief are referred outside the Gateway Center for those services.
5. Catholic Charities Immigration Legal Services (CCILS) has significant expertise in providing services specifically to domestic violence survivors. For over a decade, a portion of their program has exclusively served victims of domestic and sexual violence.
6. The Gateway Center has an existing partnership with El Programa Hispano Catolico (EPH), which was formerly a program of Catholic Charities, and is now an incorporated organization of Catholic Charities. EPH has a full time navigator/ advocate working at the Gateway Center. While making this grant agreement discrete from the navigator grant agreement, it could also be structured as an expansion of that partnership.
7. The EPH navigator and the attorneys from CCILS have a unique opportunity to provide wrap-around services to survivors of domestic violence who are eligible for immigration relief based on their status as survivors.
8. CC ILS has for the past 20 years built an extraordinarily positive reputation with the immigrant community as providing high-quality immigration legal services in a nonprofit setting. By associating with Catholic Charities the Gateway Center hopes to send a

message to the greatest number of individuals that the Gateway Center continues to be a safe place to seek help.

9. CCILS uniquely offers "Know Your Rights" workshops and can bring those workshops to the Gateway Center.
10. The Gateway Center has the space to host CCILS one day a week. During that day, CCILS can provide intake and consultation for immigrant survivors of domestic violence. Further, this pilot will allow CC-ILS to seek visas for 20 to 25 survivors of domestic violence.
11. Operational funding is available for these pilot services for one year, or until June 30, 2018 in the amount of \$60,000.

Therefore, Parties agree as follows:

ACTIONS TO BE TAKEN BY GRANTEE

I. ACTIONS TO BE TAKEN BY GRANTEE

In consideration of the grant funds and office space provided by CITY, GRANTEE agrees to perform the following actions:

- a) Provide legal consultation and representation related to immigration to participants at the Gateway Center who meet eligibility requirements for CCILS.
- b) Provide a staff presence at the Gateway Center every Wednesday from approximately 9:00 a.m. to 5:00 p.m..
- c) Choose and provide representation for immigration relief for 20 to 25 survivors. Generally, CC-ILS will choose clients who otherwise meet their priority for services, or due to scheduling or other consideration are appropriate for representation. CCILS will also consider the priorities and preferences of the Gateway Center administration secondary to their primary choices.
- d) Cooperate with the Gateway Center in development and implementation of referral procedures and protocols to ensure participants have appropriate access to CCILS services. Appointment schedules and procedures will also be developed in cooperation with Gateway Center administrative staff.
- e) Participate in service provider orientation, training, team-building and other activities as may be requested by the Gateway Center administration.

- f) Provide additional supports for the immigrant community through the provision of "Know Your Rights" workshops or other educational and informational sessions as agreed between the parties.
- g) Provide information and data in support of the Gateway Center's reporting, auditing and evaluation responsibility to the GCDV Advisory Council within the constraints of client attorney confidentiality.
- h) Undertake all reasonably requested actions so that the Parties can meet the service delivery goals.
- i) Provide a quarterly invoice for services rendered.

II. Specific Conditions of the Grant

- A. Qualification of Grantee: At the time of grant award and execution of this Grant Agreement, Grantee represents that it is a validly registered nonprofit corporation with tax exempt status under Section 501(c)(3) of the Internal Revenue Code that engages in domestic violence related services. Grantee shall maintain its non-profit tax exempt status and its domestic violence services during the term of the Grant Agreement. Grantee will provide documentation to substantiate its non-profit tax exempt status and its domestic violence service purposes as may be required by Grantor from time to time.
- B. Publicity: Grantee will notify the City if Grantee desires to publicize its receipt of grant funding and shall work cooperatively with the Grant Manager in any joint press release. The City reserves the right to request Grantee include a statement that the City of Portland is not associated with and does not endorse the viewpoints that may be expressed in any of Grantee's distributed materials.
- C. Records: Grantee will maintain all records for its program pertaining to the services provided under the Grant within the constraints of attorney client confidentiality. Guidelines for the collection and maintenance of records will be developed and approved by the Center Advisory Council. Grantee agencies will adhere to the guidelines as approved by the Advisory Council. General organizational and administrative information will be made available to the Grant Manager, or other designated persons, upon request.
- D. Grant Manager: The Grant Manager for this grant is Martha Strawn Morris, Director for the Gateway Center for Domestic Violence Services.
- E. Amendment: The Grant Manager is authorized to amend the terms and conditions of the grant provided such changes do not increase the City's financial risk. If approved, such changes shall be incorporated into a formal grant amendment and signed by the Grantee and the Grant Manager before such changes are effective. Any change which seeks to increase the overall amount of the Grant must be approved by the City Council.
- F. Billings/invoices/Payment: The Grant Manager is authorized to approve work, billings and invoices submitted pursuant to this Grant Agreement, and to carry

out all other Grantor actions required in this Grant Agreement.

- G. Reports: Grantee provide an annual Self-Evaluation of Grantee's actual methods and plan in partnering with the Center and other on-site partners, its strengths and weaknesses and proposal for self improvement. Grantee will cooperate with the Advisory Council's recommendations for reporting specifics for navigator grantee agencies as they are developed in cooperation with the grantee agencies.

III. Payments

- A. Grantee will receive its funding as follows: Grantor will reimburse Grantee upon receipt of Grantee's payment requests that will be submitted on a quarterly basis. Requests for payment will be sent to: Martha Strawn Morris. Grantee will submit all final requests for payment or an estimate of the final requests for payments no later than 60 calendar days after the termination date of this grant agreement.
- B. If for any reason Grantee does not use grant funds, or fails to provide required services or to take all actions required by the Grant Agreement, Grantor may, at its discretion, terminate, reduce or suspend any grant funds that have not been paid and may require Grantee to immediately refund to the City the amount improperly expended or received by Grantee.
- C. Grant payments under this Agreement may be used only be used pursuant to this Grant Agreement and shall not be used for any other purpose. In no event shall grant payments be used to pay Grantee's pre-existing obligations or other unrelated debts.
- D. Grantee will keep receipts and evidence of payment of materials and services and time records and evidence of payment for program wages, salaries, and benefits, and Grantee services. All such receipts and evidence of payments will promptly be made available to the Grant Manager or other designated persons, upon request. At a minimum, such records shall be made available and will be reviewed as part of the annual monitoring process.
- E. If, for any reason, Grantee's anticipated services or actions are terminated, discontinued or interrupted, the City's payment of funds under this grant may be terminated, suspended or reduced.

IV. GENERAL GRANT PROVISIONS

- A. TERMINATION FOR CAUSE. If, through any cause, Grantee shall fail to fulfill in timely and proper manner his/her obligations under this Grant Agreement, or if Grantee shall violate any of the covenants, agreements, or stipulations of this Grant Agreement, the City shall have the right to terminate this Grant Agreement by giving written notice to Grantee of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
1. During the 30 day period, City is under no obligation to continue providing Grant Funds and Grantee is not authorized to perform services

or take actions that would require the City to pay additional grant funds to Grantee.

2. During the 30 day period, Grantee shall not spend unused grant funds.
 3. In the event of a termination for cause, all finished or unfinished documents, data, studies, and reports prepared by Grantee under this Grant Agreement shall, at the option of the City, become the property of the City and Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents up until the time of notice of termination.
- B. **TERMINATION BY AGREEMENT OR FOR CONVENIENCE.** Grantor and Grantee may terminate this Grant Agreement at any time by mutual written agreement. Alternatively, the City may, upon thirty (30) days written notice, terminate this agreement for any reason deemed appropriate in its sole discretion. If the Grant Agreement is terminated as provided in this paragraph Grantee shall return any Grant funds that would have been used to provide services after the effective date of termination.
- C. **CHANGES.** Grantor may request changes in the scope of the services or terms and conditions hereunder. Such changes, including any increase or decrease in the amount of Grantee's award, shall be incorporated in written amendments to this Grant Agreement before they become effective.
- D. **NON-DISCRIMINATION.** In carrying out activities under this Grant Agreement, Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Grantee shall take actions to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, handicap, familial status, sexual orientation or national origin. Such action shall include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Grantee shall post in conspicuous places, available to employees and applicants for employment, notices provided by the City setting for the provisions of this nondiscrimination clause. Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. Grantee shall incorporate the foregoing requirements of this paragraph in all of its Grant Agreements for work funded under this Grant Agreement.
- E. **ACCESS TO RECORDS.** Grantee shall provide the City, or its duly authorized representatives, prompt access to any and all books, general organizational and administrative information, documents, papers, and records of Grantee that are related to this Grant Agreement or Grantee's performance of services, for the purpose of making audit examination, copies, excerpts, and transcriptions. All required records must be maintained by Grantee for four years after the City makes final payment and all other pending matters are closed.
- F. **MAINTENANCE OF RECORDS.** Grantee shall maintain records on a current basis to support any billings or invoices submitted by Grantee to the City. The

City, or its authorized representative, shall have the authority to inspect, audit, and copy on reasonable notice, and from time to time may examine any records of Grantee regarding its billings or its work hereunder. Grantee shall retain these records for inspection, audit, and copying for four years from the date of completion or termination of this Grant Agreement.

G. **AUDIT.** The City, either directly or through a designated representative, may audit the records of Grantee at any time during the four year period established in the Subsection above. If an audit discloses that payments to Grantee were in excess of the amount to which Grantee was entitled, then Grantee shall repay the amount of the excess to the City.

H. **INDEMNIFICATION.** Grantee shall hold harmless, defend, and indemnify the City and the City's officers, agents, and employees against all claims, demands, actions, and suits (including all attorney fees and costs) brought against any of them arising from Grantee's work or any of Grantee's contractors work under this Grant Agreement.

I. **WORKERS' COMPENSATION INSURANCE.**

1. Grantee, its contractors, if any, and all employers working under this Agreement, are subject employers under the Oregon Worker's Compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers. A certificate of insurance, or copy thereof, shall be attached to this Agreement and shall be incorporated herein and made a term and part of this Agreement. Grantee further agrees to maintain worker's compensation insurance coverage for the duration of this Agreement.
2. In the event Grantee's worker's compensation insurance coverage is due to expire during the term of this Agreement, Grantee agrees to timely renew its insurance, either as a carrier-insured employer or a self-insured employer as provided by Chapter 656 of the Oregon Revised Statutes, before its expiration, and Grantee agrees to provide the City such further certification of worker's compensation insurance a renewals of said insurance occur.

J. **LIABILITY INSURANCE.**

1. Grantee shall maintain commercial liability insurance that protects Grantee and the City and its officers, agents, and employees from any and all claims, demands, actions, and suits for damage to property or personal injury, including death, arising from Grantee's work under this Grant Agreement. The insurance shall provide coverage for not less than \$2,000,000 per occurrence. The City reserves the right to require additional insurance coverage as required by City policy or statutory or legal changes to the maximum liability that may be imposed on municipalities of the State of Oregon during the term of this Grant Agreement. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing

herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured.

The coverage must apply as to claims between insureds on the policy. The insurance shall provide that it shall not terminate or be canceled without 30 days written notice first being given to the City Auditor. If the insurance is canceled or terminated prior to completion of the Grant Agreement, Grantee shall provide a new policy with the same terms. Grantee agrees to maintain continuous, uninterrupted coverage for the duration of the Grant Agreement. The insurance shall include coverage for any damages or injuries arising out of the use of automobiles or other motor vehicles by Grantee.

2. Grantee shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required under subsection (1). The adequacy of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this agreement by the City.
- K. **GRANTEE'S CONTRACTORS AND ASSIGNMENT.** If Grantee utilizes contractors to complete its work under this Grant Agreement, in whole or in part, Grantee shall require any of its contractors to agree, as to the portion contracted, to fulfill all obligations of the Grant Agreement as specified in this Grant Agreement. However, Grantee shall remain obligated for full performance hereunder, and the City shall incur no obligation other than its obligations to Grantee hereunder. Grantee agrees that if Grantee's contractors are employed in the performance of this Grant Agreement, Grantee and its contractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation. Grantee shall not assign this Grant Agreement in whole or in part or any right or obligation hereunder, without prior written approval of the City. Grantee's contractors shall be responsible for adhering to all local, state and federal laws and regulations.
- L. **INDEPENDENT STATUS OF GRANTEE.** Grantee is independent of the City and Grantee and will be responsible for any federal, state, or local taxes and fees applicable to payments hereunder. Grantee and its contractors and employees are not employees of the City and are not eligible for any benefits through the City, including without limitation, federal social security, health benefits, workers' compensation, unemployment compensation, and retirement benefits.
- M. **CONFLICTS OF INTEREST.** No City officer or employee, during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Grant Agreement or the proceeds thereof. No City officer or employees who participated in the award of this Grant Agreement shall be employed by Grantee during the period of the Grant Agreement.
- N. **OREGON LAWS AND FORUM.** This Grant Agreement shall be construed according to the laws of the State of Oregon, without regard to its provisions regarding conflict of laws. Any litigation between the Parties arising under this Grant Agreement or out of work performed under this Grant Agreement shall occur, if in the state courts, in the Multnomah County court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the State of Oregon.

- O. COMPLIANCE WITH LAWS. In connection with its activities under this Grant Agreement, Grantee shall comply with all applicable federal, state, and local laws and regulations. Grantee shall be EEO certified by the City of Portland in order to be eligible to receive grant funds.
- P. INDEPENDENT FINANCIAL AUDITS/REVIEWS. Any Grantee receiving \$300,000 or more in City funding, in any program year, is required to obtain an independent audit of the City-funded program(s). Any Grantee receiving between \$25,000 and \$300,000 in City funds, in any program year, is required to obtain an independent financial review. Two copies of all required financial audits or reviews shall be submitted to the Grant Manager within thirty days of their completion.
- Q. SEVERABILITY. If any provision of this agreement is found to be illegal or unenforceable, this agreement nevertheless shall remain in full force and effect and the provision shall be stricken.
- R. INTEGRATION. This agreement contains the entire agreement between the City and Grantee and supersedes all prior written or oral discussions or agreements. There are no oral or written understandings that vary or supplement the conditions of this Grant that are not contained herein.
- S. PROGRAM AND FISCAL MONITORING. The City shall monitor on an as needed basis to assure Grant Agreement compliance. Such monitoring may include, but are not limited to, on site visits, telephone interviews, and review of required reports and will cover both programmatic and fiscal aspects of the Grant Agreement. The frequency and level of monitoring will be determined by the Program Manager. Notwithstanding such monitoring or lack thereof, Grantee remains fully responsible for performing the services required by this Grant in accordance with its terms and conditions.
- T. THIRD PARTY BENEFICIARIES: There are no third party beneficiaries to this Grant Agreement. The Grant Agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by Grantee without the prior written permission of City.
- V. Nothing in this Grant agreement, its exhibits, or Attachments shall be construed to require Grantee to report communications privileged under ORS 40.225 or 40.295.
- W. Nothing in this Grant agreement shall require Grantee to breach ethical obligations imposed by the Oregon Rules of Professional Conduct for attorneys.

The Parties have executed this Grant Agreement in duplicate on the day and year written, and the corporate signature of Grantee being by authority of the Board of Directors of the executing corporation.

Dated this _____ day of _____, 2017.

**City of Portland
Grantor**

**Catholic Charities Immigration Legal
Services**

Commissioner of Public Affairs
Dan Saltzman
Date _____

Dr. Richard Birkel, Phd
Executive Director of Catholic Charities
Date _____

APPROVED AS TO FORM

City Attorney

Dated this _____ day of _____, 2017.