

Regarding: Mayor's proposed City budget line item allocating funds to Catholic Charities

Dear Mayor Hales,

We are writing in regards to your proposed appropriation of certain \$325,000 five-year grant to Catholic Charities/EPH for the purpose of assisting victims and survivors of domestic violence as part of the Bureau of Police's budget.

While we share your concern for victims and survivors of domestic violence and generally support the need to fund culturally services that benefit countless individuals in our community, your funding request to Portland City Council of May 28th 2014 raises some important issues that we would like to address as follows:

- Lack of transparency: We believe that an outright allocation of funds without a competitive process does not only violate the principles of fairness; it actually works against the interest of our own communities in that such processes often end up denying services from other providers who might as well be freer and better suited to serve victims without the inherent constraints of religious dogma or institutional bias of culturally diverse communities which include the LGBTQ community as well.
- Lack of equity standards: The proposed contract terms between City of Portland and Catholic Charities/EPH does not contain assurances to the public that the recipient institution does not discriminate against all protected classes, including the provision of services to same sex couples. While the City of Portland has adopted "equity" as a principal theme across its bureaus, programs and services, it needs to follow more closely in practice by requiring that all recipients of public funding provide evidence of client non-discrimination (not just for staffing).
- Lack of community representation: The fact that Catholic Charities is currently and historically has not included minorities or members of the LGBTQ community in its governing and leadership structures should be a concern at City Hall. This is a shared concern amongst organizations representing communities of color and the Latino community in particular who have long demanded more accountability from Catholic Charities to address this inequity considering that Oregon's Catholic majority is Latino and many of whom identify as a member of the LGBTQ community.

We respectfully ask therefore, with all due respect to your authority, as concerned citizens of this great city, that an open, fair and transparent procurement standard be followed along with all the necessary due diligence on its contractors to ensure the best interests of all in the City of Portland.

Sincerely,

Marta Guembes, Citizen of Portland and

Melanie C. Davis

Publisher-Owner

Brilliant Media

www.ElhispanicNews.com

<http://www.pqmonthly.com/>

Portland, Oregon
FINANCIAL IMPACT and PUBLIC INVOLVEMENT STATEMENT
For Council Action Items

(Deliver original to Financial Planning Division. Retain copy.)

1. Name of Initiator Kim Garcia	2. Telephone No. 823-0763	3. Bureau/Office/Dept. Police/Fiscal Svcs.
4a. To be filed (date): May 7, 2014	4b. Calendar (Check One) Regular <input checked="" type="checkbox"/> Consent <input type="checkbox"/> 4/5ths <input type="checkbox"/>	5. Date Submitted to Commissioner's office and Budget Analyst: May 7, 2014
6a. Financial Impact Section: <input checked="" type="checkbox"/> Financial impact section completed		6b. Public Involvement Section: <input checked="" type="checkbox"/> Public involvement section completed

1) Legislation Title:

Authorize a five year grant agreement with Catholic Charities/El Programa Hispano for the purpose of assisting victims and survivors of domestic violence (Ordinance)

2) Purpose of the Proposed Legislation:

The purpose of this legislation is to provide funding for a domestic violence advocate to aid victims of domestic violence through their guidance, safety planning, referrals, and assistance to successfully navigate the legal system.

3) Which area(s) of the city are affected by this Council item? (Check all that apply—areas are based on formal neighborhood coalition boundaries)?

- | | | | |
|--|------------------------------------|------------------------------------|--------------------------------|
| <input checked="" type="checkbox"/> City-wide/Regional | <input type="checkbox"/> Northeast | <input type="checkbox"/> Northwest | <input type="checkbox"/> North |
| <input type="checkbox"/> Central Northeast | <input type="checkbox"/> Southeast | <input type="checkbox"/> Southwest | <input type="checkbox"/> East |
| <input type="checkbox"/> Central City | | | |
| <input type="checkbox"/> Internal City Government Services | | | |

FINANCIAL IMPACT

4) Revenue: Will this legislation generate or reduce current or future revenue coming to the City? If so, by how much? If so, please identify the source.

No revenue will be reduced or generated as a result of this legislation in the current or future years.

5) Expense: What are the costs to the City related to this legislation? What is the source of funding for the expense? *(Please include costs in the current fiscal year as well as costs in future years. If the action is related to a grant or contract please include the local contribution or match required. If there is a project estimate, please identify the **level of confidence**.)*

The cost of this legislation will not exceed \$325,000 for five years, starting in FY 2014-15 through FY 2018-19. The Police Bureau and Catholic Charities will meet and agree to an annual budget in April for the coming fiscal year, which will include costs and compensation to be paid by Portland under this agreement. The amount will be \$60,000 for the first fiscal year.

6) Staffing Requirements:

- **Will any positions be created, eliminated or re-classified in the current year as a result of this legislation?** *(If new positions are created please include whether they will be part-time, full-time, limited term, or permanent positions. If the position is limited term please indicate the end of the term.)*

No positions will be created, eliminated or re-classified in the current year as a result of this legislation.

- **Will positions be created or eliminated in *future years* as a result of this legislation?**

No positions will be created or eliminated in future years as a result of this legislation.

PUBLIC INVOLVEMENT

8) Was public involvement included in the development of this Council item (e.g. ordinance, resolution, or report)? Please check the appropriate box below:

☐ YES: Please proceed to Question #9.

☒ NO: Please, explain why below; and proceed to Question #10.

9) If "YES," please answer the following questions:

a) What impacts are anticipated in the community from this proposed Council item?

b) Which community and business groups, under-represented groups, organizations, external government entities, and other interested parties were involved in this effort, and when and how were they involved?

c) How did public involvement shape the outcome of this Council item?

d) Who designed and implemented the public involvement related to this Council item?

e) Primary contact for more information on this public involvement process (name, title, phone, email):

10) Is any future public involvement anticipated or necessary for this Council item? Please describe why or why not.

The bureau deems this a non-controversial public safety item that does not require public involvement. There is a possibility of future public involvement to help identify issues with this program or to evaluate its success.



MICHAEL REESE, Chief of Police



GRANT AGREEMENT NO.

This is agreement to grant (Agreement) is between the City of Portland, Oregon (Grantor) and Catholic Charities/El Programa Hispano (Grantee) in an amount not to exceed \$325,000 for the next five (5) years.

RECITALS:

The Grantor and the Grantee desire to enter into this agreement by the terms of which the Grantor, through its Police Bureau, will provide information associated with reports of domestic violence. Grantee will provide domestic violence advocates to aid victims of domestic violence through their guidance, safety planning, referrals and assistance to successfully navigate through the legal system.

AGREED:

I. ACTIONS TO BE TAKEN BY GRANTEE

In consideration of the grant funds provided by City, Grantee agrees to perform the following actions and/or spend grant funds in the following way:

The domestic violence advocate will work to aid victims and survivors of domestic violence by providing them with support, information, and assistance independent of police service and the criminal justice system. The domestic violence advocate will work to protect the rights of victims, survivors, and children of domestic violence, whether they wish to prosecute their assailant or not. They will offer guidance, safety planning, social service referrals, assistance in obtaining restraining and stalking orders, and answer questions on how to successfully navigate the legal system.

The advocate will provide domestic violence outreach programs and support group programs to groups and individuals who may not feel comfortable making initial contact with the police. In doing this they will primarily help ensure victim safety, with or without the use or assistance of the criminal justice system.

Although the advocate will be working side by side with law enforcement officers, they will still work for and answer directly to Catholic Charities.

II. SPECIFIC CONDITIONS OF THE GRANT

- A. Publicity: Grantee is required to obtain prior permission from the City to mention City funding on its website, etc.
- B. Records: Grantee will maintain all records for the program, including all records regarding the program, as well as general organizational and administrative information, will be made available to the Grant Manager, or other designated persons, upon request;
- C. Grant Manager: The Grant Manager for this grant is Captain Derek Rodriguez.
- D. 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 to the amount of the Grant must be approved by the City Council unless the City Council delegated authority to amend the amount of the grant to a specific individual in the ordinance

authorizing the grant.

- E. Billings/invoices/Payment: The Grant Manager is authorized to approve work and billings and invoices submitted pursuant to this grant and to carry out all other City actions referred to herein in accordance with this Agreement.

III. PAYMENTS

- A. Prior to April 1st of each year of this Agreement, the Captain of Family Services and the Executive Director of Catholic Charities/El Programa Hispano shall agree to an Annual Budget including costs and compensation to be paid by Portland under this Agreement.
- B. Grantee will receive its funding as follows: Quarterly invoices will be sent to the Grant Manager and will be payable 30 days after receipt of invoice.
- C. If for any reason Grantee receives a grant payment under this Grant Agreement and does not use grant funds, provide required services or take any actions required by the Grant Agreement the City may, at its option terminate, reduce or suspend any grant funds that have not been paid and may, at its option, require Grantee to immediately refund to the City the amount improperly expended or received by Grantee.
- D. No Grant payments under this Agreement may be used to provide the services or take the actions listed previously in this Grant Agreement and shall not be used for any other purpose.
- E. Grantee will keep vendor receipts and evidence of payment for 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.
- F. 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. This agreement cancels and supersedes any other existing grants between the Grantor and the Grantee.
- B. 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.** The City 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.** The City 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, except Grant Agreements governed by Section 104 of Executive Order 11246.
- 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.
- G. **MAINTENANCE OF RECORDS.** Grantee shall maintain records on a current basis to support any billings or invoices submitted by Grantee to 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.
- H. **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 by Section G 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.

- I. 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 public liability and property damage 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 \$1,000,000 per occurrence. 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. In lieu of filing the certificate of insurance required herein, if Grantee is a public body, Grantee may furnish a declaration that Grantee is self-insured for public liability and property damage for a minimum of the amounts set forth in ORS 30.270.

- 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 City and Grantee 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 agreement may only be enforced by the parties.
- U. ASSIGNMENT: This agreement cannot be assigned or transferred by Grantee without prior written permission of City.

the

V. TERM OF GRANT

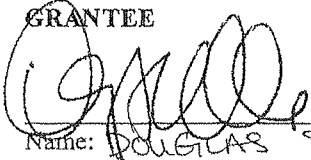
The terms of this Grant Agreement shall be effective when an ordinance is passed by City Council and the Grant Agreement is executed by all the parties, as shown by their signatures below, and shall automatically renew each year remain in effect during any period for which Grantee has received City funds. Work by Grantee shall terminate as of June 30, 2019.

Dated this 16th day of April, 2014.

CITY OF PORTLAND

Name: Charlie Hales, Mayor
Title:

GRANTEE



Name: DOUGLAS S. ALLES
Title: INTERIM EXECUTIVE DIRECTOR
CATHOLIC CHARITIES

APPROVED AS TO FORM



City Attorney
CITY ATTORNEY 4/21/14

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**ORDINANCE No. REFERRED TO COMMISSIONER OF
FINANCE AND ADMINISTRATION**

Authorize a five year grant agreement with Catholic Charities/El Programa Hispano for the purpose of assisting victims and survivors of domestic violence (Ordinance)

The City of Portland ordains:

Section 1. The Council finds:

1. The Portland Police Bureau responds to many calls involving domestic violence.
2. Victims of domestic violence frequently feel isolated with nowhere to turn for help and support.
3. Catholic Charities/El Programa Hispano provides resources, support, and assistance to victims, survivors, and children of domestic violence. Catholic Charities/El Programa Hispano has been providing advocates for victims of domestic violence where weapons or threat of weapons are used.
4. Catholic Charities/El Programa Hispano provides domestic violence advocates to aid victims of domestic violence through their guidance, safety planning, referrals, and assistance to successfully navigate through the legal system.
5. The funds for this grant agreement are specifically provided as ongoing General Fund appropriation for the Police Bureau in the FY 2014-15 Adopted Budget in order to provide advocacy services for the victims of domestic violence.
6. The term of this agreement is July 1, 2014 through June 30, 2019 with a not to exceed amount of \$325,000.
7. The amount will not exceed \$60,000 for the first fiscal year.
8. The agreement cancels and supersedes any other existing grants between the Police Bureau and Catholic Charities/El Programa Hispano.

NOW, THEREFORE, the Council directs:

- a. The Mayor and City Auditor are hereby authorized to enter into a grant agreement substantially in accordance with the agreement attached as Exhibit A.

Passed by the Council:

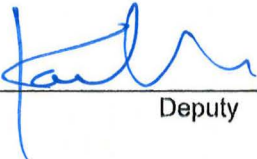
Mayor Charlie Hales
Prepared by: Kim Garcia
Date Prepared: April 17, 2014

LaVonne Griffin-Valade
Auditor of the City of Portland
By

Deputy

Agenda No.
ORDINANCE NO.
Title

Authorize a five year grant agreement with Catholic Charities/El Programa Hispano for the purpose of assisting victims and survivors of domestic violence (Ordinance)

<p>INTRODUCED BY Commissioner/Auditor: Mayor Hales</p> <p>COMMISSIONER APPROVAL</p> <p>Mayor—Finance and Administration - Hales</p> <p>Position 1/Utilities - Fritz</p> <p>Position 2/Works - Fish</p> <p>Position 3/Affairs - Saltzman</p> <p>Position 4/Safety - Novick</p> <p>BUREAU APPROVAL</p> <p>Bureau: Police Bureau Head Chief Michael Reese</p> <p>Prepared by: Kim Garcia Date Prepared: April 17, 2014</p> <p>Financial Impact & Public Involvement Statement Completed <input checked="" type="checkbox"/> Amends Budget <input type="checkbox"/></p> <p>Portland Policy Document If "Yes" requires City Policy paragraph stated in document. Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>City Auditor Office Approval: required for Code Ordinances</p> <p>City Attorney Approval: required for contract, code, easement, franchise, comp plan, charter</p> <p>Council Meeting Date May 21, 2014</p>	<p>CLERK USE: DATE FILED <u>MAY 16 2014</u></p> <p>LaVonne Griffin-Valade Auditor of the City of Portland</p> <p>By:  Deputy</p> <p>ACTION TAKEN:</p> <p>MAY 21 2014 PASSED TO SECOND READING MAY 28 2014 9:30 A.M.</p> <p>MAY 28 2014 CONTINUED TO JUN 04 2014 9:30 A.M.</p> <p>JUN 04 2014 REFERRED TO COMMISSIONER OF FINANCE AND ADMINISTRATION</p>
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AGENDA
<p>TIME CERTAIN <input type="checkbox"/></p> <p>Start time: _____</p> <p>Total amount of time needed: _____ (for presentation, testimony and discussion)</p>
<p>CONSENT <input type="checkbox"/></p>
<p>REGULAR <input checked="" type="checkbox"/></p> <p>Total amount of time needed: <u>5 min</u> (for presentation, testimony and discussion)</p>

FOUR-FIFTHS AGENDA	COMMISSIONERS VOTED AS FOLLOWS:		
		YEAS	NAYS
1. Fritz	1. Fritz		
2. Fish	2. Fish		
3. Saltzman	3. Saltzman		
4. Novick	4. Novick		
Hales	Hales		