

SAFE Network Agreement

Agreement Description	
Assistance Provider (“Vera”): Vera Institute of Justice 233 Broadway, 12 th Floor New York, NY 10279	Project Site (“City”): City of Long Beach 333 W. Ocean Blvd. Long Beach, CA 90802
Project: SAFE Network	Funding Commitment: \$250,000
Project Site(s): Long Beach, CA	Period: December 4, 2018 – December 4, 2020
Vera Project Contact: Name: Annie Chen Title: Program Director, Center on Immigration and Justice Email: achen@vera.org Phone: (212) 376-3168	City Project Contact: Name: Kevin Jackson Title: Deputy City Manager Email: Kevin.Jackson@longbeach.gov Phone: (562) 570-5028
Vera Authorized Signing Official: Name: Adair Iacono Title: General Counsel Email: aiacono@vera.org Phone: (212) 376-3089	City Authorized Signing Official: Name: Patrick H. West Title: City Manager Email: Patrick.West@longbeach.gov Phone: (562) 570-6916

Terms

Background. Vera has been awarded funds by various private foundations for the Project, through which Vera provides technical assistance to jurisdictions throughout the United States committed to providing legal representation to indigent immigrants in their communities who face deportation. City and Vera each desire for City to join the Project, in accordance with which desire each commits to undertaking and completing its respective tasks detailed herein.

- 1. Amendment.** Extension of the term of the Agreement may be made upon the advance, mutual, written agreement of the parties. All modifications of the Agreement require a formal, written amendment.
- 2. Term and Termination.** Any party may terminate this Agreement for any or no reason on 30 days’ written notice to the Authorized Signing Officials designated in the Agreement Description above. Vera may further terminate this Agreement effective upon the termination of funding to Vera; in such an event, Vera will inform Partner promptly (within five business days) of such a termination by Vera’s funder(s). Regardless of the cause or means of termination, the parties will make best efforts to wind up the work (including reporting thereon). The “Term” of this Agreement shall be the Period referenced above, unless terminated earlier according to the provisions herein. This Agreement may be extended to a date agreed upon by mutual, written agreement of both Vera and the City.
- 3. Funding Amount.** The City shall grant and convey an amount not to exceed the Funding Commitment referenced above to Vera.

4. **Catalyst Funding.** Vera is holding a competition among Project sites, of which City is one, for Vera to provide catalyst funding in support of the Project. It is the shared understanding of both parties that City meets the eligibility requirements for this competition. Nothing in this Agreement commits Vera to select City as a recipient of catalyst funding, or otherwise to make any payment to City.

5. **Scope of Work.** The parties agree to undertake and complete the following tasks in support of the work:
 - a. **Mutual commitments.** The parties shall:
 - Manage an RFP process for the selection of a legal service provider or providers for the Project.
 - Support the goal of representation of all immigrants in removal proceedings through the “universal representation model.”

 - b. **City of Long Beach.** City shall:
 - Provide to Vera an amount no less than the Funding Commitment in support of a two-year program to provide legal services in accordance with the goals of the Project.
 - Before the end of the Term, identify or establish (or support others to have established) a not-for-profit organization that is exempt from federal taxation and donations to which are eligible for deduction under IRC § 170. This organization shall be willing and able to serve as an intermediary for receipt of charitable funds and distribution of such funds to legal service providers.
 - Commit a Long Beach government leader to be involved in the SAFE Network public communication efforts.
 - Assign the Long Beach government leader or another staff member to act as the primary liaison to the network to participate in Vera-organized conference calls and convenings.
 - Support Vera’s collection of data related to the Project. If City has any direct agreements relating to the Project with legal service providers or other key Project participants, City will include as a term of those agreements the sharing of data through interviews and through inputting data to Vera’s SAFE Network database. The foregoing shall not apply to any documents, records, communications or any other information protected by attorney-client, attorney work product, HIPAA Privacy Rules, or any other applicable privilege or non-disclosure exceptions.
 - Work to ensure the sustainability of the legal services program past the Term.

 - c. **Vera.** Vera shall:
 - Receive and serve as custodian of the Funding Commitment for a period not to exceed two years from receipt of the funds (or the first installment thereof). This will include:
 - Accepting donations from private donors to supplement the Funding Commitment;
 - Paying, from donated funds, the processing fees associated with their collection (currently 2.89% plus \$0.20 per transaction, but subject to change over the Period of this Agreement);

- Contracting with the legal service provider(s) selected through the RFP process;
- Disbursing funds to the legal service provider(s) for Project-related work;
- Dedicating the Funding Commitment and any received donations exclusively to support Project work in Long Beach.
- Provide program performance and outcome monitoring, with an eye toward evaluation. This will include data collection, site visits, and other engagements to monitor program performance; report progress and findings to funders and government partners, and identify important trends that may inform technical assistance and program management efforts.
- Provide technical assistance to any legal service provider(s) selected to work on the Project, including through peer-to-peer support.
- Provide strategic communications support related to the Project;
- Provide City officials with a forum to share best practices and information with officials from other sites participating in the Project;
- Support the expansion of public funding for the services provided by the Project.
- Upon the termination of this Agreement, Vera shall transfer any and all remaining funds for the Project to the not-for-profit organization(s) identified by the City. If City indicates that it has not identified any not-for-profit organization to receive such remaining funds, then Vera shall return said funds to the City. The City commits that if any donated funds collected by Vera for the Project are returned to the City, whether during or after the term of the Agreement, such funds shall be used entirely and exclusively for the provision of legal services to indigent immigrants facing deportation. This provision survives expiration or termination of the Agreement.

6. **Prime grant restrictions on activities.** Activities within this Project shall not include any effort to promote or engage in violence, terrorism, bigotry or the destruction of any State, to carry on any voter registration drive, or to support or promote money laundering.
7. **Confidentiality.** All identifiable data collected by or provided to Vera for evaluation of the Project will be securely maintained by Vera staff. Data access will be restricted to designated personnel who have received training to maintain the confidentiality of data. All research staff will receive a copy of Vera's confidentiality protocol and be required to sign it before handling research data. No data will be reported in a manner that permits direct or indirect identification of any individual without that individual's written permission. Vera shall notify the City as soon as practical, but no later than five business days, after it becomes aware that any confidential, Agreement-related report, information, data, or materials which Vera possesses or controls have been subject to disclosure to unauthorized persons. The provisions of this paragraph shall survive the termination of this Agreement.
8. **Publications and intellectual property.**
 - a. **Publication permitted.** Subject to the abovementioned confidentiality requirements, Vera has the right to publish any materials related to the Project. Any report published by Vera using City data pursuant to this agreement (1) shall acknowledge the support of City, and (2) shall state that the opinions, results,

findings and/or interpretations of data contained therein are the responsibility of Vera and not City.

- b. Intellectual property. Vera shall be the sole owner of any publication Vera produces related to the Project. Vera hereby conveys to City a license to reproduce and distribute at City's own expense any press release, public report, or other publication produced by Vera related to this Agreement.
9. **Expenses.** Except as otherwise stated in this Agreement and contingent on appropriations if applicable, each party hereto shall be responsible for the expenses for its responsibilities stated in this Agreement.
10. **No Joint Venture; Independent Contractor.** The parties hereto are not in a joint venture or partnership for the purposes of this Agreement. Each party hereto and its members, employees, servants and agents are not employees, servants, or agents of the other party. It is agreed by the parties that at all times and for all purposes hereunder that Vera is not an employee of the City. No statement contained in this Agreement shall be construed so as to find Vera or any of its employees, subcontractors, servants, or agents to be employees of the City, and they shall be entitled to none of the rights, privileges, or benefits of employees of the City.
11. **Liability.** To the extent permitted by law, each party shall indemnify, defend and hold harmless the other party from any and all claims, demands, liabilities, losses, damages, fines, fees, penalties, costs, expenses, suits, and actions, including reasonable attorneys' fees and court costs, arising from or connected with the respective acts of each party arising from or related to this Agreement; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.
12. **Governing Law: Jurisdiction.** The terms of this Agreement shall be interpreted according to the laws of the State of California, irrespective of conflict of laws. The parties hereto agree to submit to the jurisdiction of the courts of the State of California sitting in the County of Los Angeles for the purposes of any action or proceeding arising under this Agreement or relating to the subject matter hereof.
13. **Assignment and Modification.** Except as provided by the terms hereof (specifically in Paragraph 1), any and all modifications, alterations, or amendments to the provisions of this Agreement must be by means of a written amendment that refers to and incorporates this Agreement, is duly executed by an authorized representative of each party, and is approved by City Council of the City of Long Beach ("City Council"), if necessary. No modifications, alterations, or amendments of this Agreement are valued and enforceable unless the above requirements have been satisfied.
14. **Records.** Vera shall maintain such records which support the funding hereunder for a period of five (5) years from the date this Agreement is approved by the City Council, except where unresolved audit questions require retention for a longer period as reasonably determined by the City. At any time during regular business hours of which the City provides Vera with reasonable notice and as often as the City may reasonably deem necessary, there shall be made available to the City for examination, Vera's records with respect to matters covered by this Agreement. Vera shall permit the City to audit, examine, and make excerpts or transcripts from such

records, and to make audits of all contracts, invoices, materials, records of personnel, conditions of employment and other data relating to matters covered by this Agreement.

City agrees to make records pertaining to this Agreement available to Vera, funders of the Project properly identified as such by Vera, and authorized representatives thereof (including independent auditors) for auditing purposes.

15. Compliance with Laws. Vera hereby represents, warrants, covenants, and agrees that:

- It is qualified to do business in the state in which it is incorporated and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- Vera's name in this Agreement is its full legal name;
- It has the requisite corporate power (if applicable), authority, and legal capacity to enter into this Agreement and fulfill its obligations hereunder;
- The execution and delivery by it of this Agreement and the performance by it of its obligations hereunder have been duly authorized by all requisite action of its stockholders, partners or members, and by its board of directors or other governing body (if applicable);
- During the term of this Agreement, it will comply with all federal, state and local laws, ordinances, rules and regulations, including interim expenditure and annual report requirements, and applicable codes of ethics pertaining to or regulating the services to be performed pursuant to this Agreement, including those now in effect and hereafter adopted;
- There are no suits or proceedings pending or threatened, whether in law or in equity, to the best of Vera's knowledge, which if adversely determined, would have a material adverse effect on the financial condition or business of Vera; and
- It has obtained, at its expense, all licenses, permits, insurance, and governmental approvals, if any necessary to perform its obligations under this Agreement.

Vera's violation of the above representations and warranties shall entitle the City to terminate this Agreement immediately upon delivery of written notice of termination to Vera.

16. Miscellaneous. Should any clause in this Agreement be construed or deemed invalid or unenforceable, for any reason whatsoever, the remaining provisions shall continue and remain in full force and effect. This Agreement, including the recitals, and any exhibits attached hereto constitute the entire and full understanding between the parties and none shall be bound by any representations, statements, promises, or agreements not expressly set for the herein. Any heading of the paragraphs in this Agreement is inserted for convenience and reference only, and shall be disregarded in construing and/or interpreting this Agreement. Words of gender used in this Agreement may be construed to include any gender; words in the singular may include the plural of words, and vice versa. This Agreement may be executed in any number of copies and each such copy shall be deemed an original.

The foregoing is accepted and agreed by the parties:

Vera:

[Signature]
Signature of Authorized Representative

2/11/19
Date

City:

[Signature]
Signature of Authorized Representative

3/6/19
Date

Tom Modica
Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM
Feb. 27, 20 19
CHARLES PARKIN, City Attorney
By *[Signature]*
GARY J. ANDERSON
PRINCIPAL DEPUTY CITY ATTORNEY