

Order 133-19/20

Passage: 8-0 (Mavodones absent) on 2/19/2020

Effective 2/29/2020

KATE SNYDER (MAYOR)
BELINDA S. RAY (1)
SPENCER R. THIBODEAU (2)
TAE Y. CHONG (3)
JUSTIN COSTA (4)

**CITY OF PORTLAND
IN THE CITY COUNCIL**

KIMBERLY COOK (5)
JILL C. DUSON (A/L)
PIOUS ALI (A/L)
NICHOLAS M. MAVODONES, JR (A/L)

**ORDER APPROVING THE CERTIFIED WELCOMING
CERTIFICATION CONTRACT BETWEEN WELCOMING AMERICA
AND THE CITY OF PORTLAND**

ORDERED, that the Certified Welcoming certification contract required as part of the application process offered by Welcoming America, a nonprofit that certifies municipalities and counties as supportive of newcomers based on programs and opportunities offered to immigrants and others, is hereby approved; and

BE IT FURTHER ORDERED, the City Manager or his or her designee is authorized to execute the certification contract in substantially the form attached hereto and any and all documents necessary to apply for and accept this certification and otherwise carry out the intent of this Order.



CERTIFIED WELCOMING CERTIFICATION CONTRACT

between
Welcoming America
And
City of Portland

PARTIES

1. Welcoming America (Welcoming America) established and registered in the state of Georgia.
2. The City of Portland (Client), a body politic and corporate located in Portland, Maine.

AGREED TERMS

1. OBLIGATIONS OF THE CLIENT

- 1.1 The Client will perform all actions required to comply with the Welcoming Standard, which can be found at www.certifiedwelcoming.org and as an attachment to this contract.
- 1.2 The Client agrees that Welcoming America will have the right to audit Client for its compliance with Welcoming Standards, and in that process may use subcontractors. Welcoming America shall be solely responsible for all costs associated with such audit.
- 1.3 The Client will not make use of its Certification in such a manner as to bring Welcoming America into disrepute and will not make any statement regarding its Certification, which is misleading or unauthorized.
- 1.4 The Client only refers to its Certification in accordance with the guidelines outlined in Certified Welcoming Standard Operating Procedure, which can be found at www.certifiedwelcoming.org.

2. CERTIFICATION FEES AND PAYMENT

- 2.1 The Client will pay a one-time Certification Fee of One Thousand Dollars (\$1,000.00), which is non-refundable. Non-payment of the fee is grounds for immediate termination of this Contract and withdrawal of the Certificate of the Client.

3. OBLIGATIONS OF WELCOMING AMERICA

- 3.1 The Certified Welcoming program of Welcoming America will provide Clients who are successful in their Certification with a Certificate designating that they have received and maintain Certification.
- 3.2 Without disclosing confidential information, Welcoming America will promote certified communities on a regional, local, and international scale.



4. CONFIDENTIAL AND PUBLIC INFORMATION

4.1 Both Parties agree to maintain each other’s Confidential Information confidential. Notwithstanding anything to the contrary in this section, Welcoming America acknowledges and agrees that the Client is subject to Maine’s Freedom of Access Act and that the Client will disclose, without liability to Welcoming America or any third party, any information in its possession or custody that it is required to disclose by law.

5. DURATION AND TERMINATION OF CONTRACT

5.1 This contract will be valid from the Effective Date and will continue in force FOR THREE YEARS.

5.2 Welcoming America may terminate this contract with immediate effect if:

5.3 the Client makes incorrect references to the Certification system, uses Certificates or the Welcoming America Certification Mark in a misleading or improper way;

5.3.1 The Client fails to pay Certification Fees;

5.3.2 The Client is decertified;

5.3.3 For a breach of any provision of this contract by the Client where, in case of remedial breach, the Client has failed to remedy the breach within 30 days of receiving notice of the breach from Welcoming America. This includes nonpayment of Certification Fees.

5.4 The Client may terminate this contract at any time upon written notice to Welcoming America, at which time Welcoming America will cease to promote Client as set forth in this contract.

6. SEVERABILITY

6.1 Should any individual provisions of this contract be or become invalid in part or in whole, or should there be an omission in the present contract, the remaining provisions of the present contract will remain valid.

Agreed and Signed on _____.

Isha Lee
Deputy Director
Welcoming America

Client