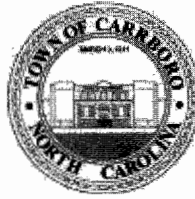


A RESOLUTION APPROVING AN AGREEMENT WITH EL CENTRO HISPANO FOR
COMMUNITY OUTREACH SERVICES
Draft Resolution No. 38/2012-13

WHEREAS, The Board of Aldermen approved funding for a Community Outreach program and authorized \$26,000 in the Fiscal Year 2012-2013 Budget for that purpose ; and

WHEREAS, representatives from the Board of Aldermen, El Centro Hispano, the Human Rights Center, Orange County Justice United and Town staff designed a Community Outreach program and a scope of services to be provided.

NOW THEREFORE BE IT RESOLVED that the Board of Aldermen hereby approves an agreement with El Centro Hispano for the provision of certain services related to Community Outreach in the Day Laborer community and authorizes the payment of up to \$26,000 for said services in accordance with the approved agreement.



ATTACHMENT B

STATE OF NORTH CAROLINA

COUNTY OF ORANGE

AGREEMENT

AN AGREEMENT made and entered into as of the ___ day of _____, 2012 by and between the TOWN OF CARRBORO, a North Carolina municipality with its principal offices at 301 West Main Street, Carrboro, North Carolina, 27510 (the "Town"), and EL CENTRO HISPANO, a North Carolina Non-Profit Corporation located at 104 Highway 54, Unit FFF, Carrboro, North Carolina, 27510 ("Grantee").

Whereas, the Grantee, has requested an appropriation from the Town of Carrboro; and

Whereas, the Town has determined that said Grantee will perform for and on behalf of the Town certain services referred to in Attachment 1 (Outreach Coordinator Job Description) that the Town itself is authorized by law to perform, and has therefore indicated its approval of this request of **\$26,000.00 annually** an appropriation in the budget ordinance for fiscal year 2012-2013 as amended; and

Whereas, the Town of Carrboro desires to insure that funds will be used for the purposes intended by the Town in making this appropriation and for no other purposes; and

Whereas, Grantee agrees and promises to abide by the conditions set forth in this agreement.

NOW THEREFORE based on the mutual promises herein and other good and valuable consideration the sufficiency of which is hereby acknowledged, the Town and the Grantee agree as follows:

1. Grantee will perform the services listed in Attachment 1 (Outreach Coordinator Job Description).
2. Funds shall be released to the Grantee on a pre-paid quarterly basis. Grantee shall submit a written request for each fund distribution, and any such request shall contain a certification that the Grantee shall use the funds received only to provide the services described.
3. At the time of application for new funds the Grantee shall account to the Town of Carrboro for the use of the funds appropriated by the Town by (i) furnishing a detailed description, quantified to the extent practicable, of the extent to which the Grantee has performed services for or on behalf of the Town of Carrboro or its citizens during this fiscal year, and (ii) providing the Town with a copy of Grantee's most recent audit, financial statement, or other financial information requested by the Town. **In addition, the recipient agrees to allow the Town to inspect its financial books and records upon reasonable notice during normal working hours**

4. Grantee shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, disability, or on the basis of sexual orientation or gender expression/identity. Grantee shall take affirmative action to ensure that applicants are employed and that employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, disability, sexual orientation or gender expression/identity. This non-discrimination provision prohibits Grantee from discriminating on any of the above listed bases with respect to employment, rendering of services, or provision of benefits. In the event Grantee is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be canceled, terminated or suspended in whole or in part by Town and Grantee may be declared ineligible for further Town contracts.

5. Grantee acknowledges that any appropriations in the budget ordinance to Grantee have been made on the condition that Grantee execute and comply with all the terms of this agreement. Grantee further agrees that, if it fails to comply with each and every condition specified in paragraphs 1 through 4 above, it will repay in full to the Town of Carrboro all sums paid by the Town to Grantee pursuant to this agreement.

6. The initial term of this Agreement shall be one year commencing on January 1, 2013 and terminating at midnight on December 31, 2013. The Agreement shall be extended for an additional and successive one-year term on the same terms and conditions as set forth herein. This Agreement shall automatically renew for such successive Renewal Term unless either party notifies the other party, in writing, of that party's intention not to renew this Agreement, at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term.

GRANTEE

Signature Date

Title: _____

Attest: _____
Signature Date

Title: _____

TOWN OF CARRBORO

By:

Grantor Town Manager Date

Attest: _____
 Signature Date

Title: _____

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director Date
Town of Carrboro

Job Title: OUTREACH COORDINATOR

Mission Statement: El Centro Hispano (ECH) is a grassroots community based organization dedicated to strengthening the Latino community and improving the quality of life of Latino residents in Durham, Carrboro, Chapel Hill and surrounding areas. We accomplish our mission through service, education and community organizing.

Primary Program: COMMUNITY ORGANIZING

Reports to: COMMUNITY ORGANIZER PROGRAM DIRECTOR

Summary of Responsibilities: Work as the liaison between workers (day labor), employers, neighbors, the Human Rights Center, El Centro Hispano, Day Laborer Task Force, and city departments to develop a well structured Worker's Center and assist the workers in it's operation.

Specific Responsibilities, but not limited to:

- Write up a diagnosis of the actual situation for a Workers Center, having in consideration all the players in this matter.
- Work closely with staff from the National Day Laborers Organizing Network and all players in this matter, in determining and evaluating possible sites for a Workers Center.
- Work closely with staff from the National Day Laborers Organizing Network and all players in this matter, in determining appropriate operating procedures for the Workers Center.
- Develop an action plan to start a Workers Center.
- Assist with the upkeep of the electronic worker center mechanism and assist day laborers and employers to access and use this program.
- Collaborate with the workers on the operation of the worker center
- Communicate routinely with the Day Laborer Task Force on day laborer working conditions and the progress and operations of the Workers Center.

Note: El Centro Hispano reserves the right to modify this job description as it sees fit and the responsibilities within the job change.

Qualifications

- Demonstrated commitment to the mission and values of El Centro Hispano, The Human Rights Center, and the Town.
- Grassroots organizing and leadership development experience in the Latino community.
- Evidence of a commitment to diversity and an understanding of how to work effectively in and with diverse communities, especially low-income communities and communities of color.
- A theoretical grounding in grassroots organizing, leadership development, and social movements.

- Knowledge of North Carolina politics, issues, regions and organizations.
- Ability to take initiative, work independently, and work as a member of an interdependent work team.
- Excellent organizational skills and ability to build and carry-out effective work plans and evaluations.
- Strong computer skills to assist workwers with an electronic worker center.
- Demonstrated problem-solving abilities and ability to think and work strategically.
- Strong listening, comprehension, and interpersonal skills.
- Ability to recruit, supervise and support volunteers.
- Willingness to travel and work weekend or weeknight hours when required.
- Bilingual in Spanish/English

Hours per week: 40 (frequently weekends and evenings)

Salary Range: commensurate to experience and qualifications \$10-\$12.5/hour

(Health insurance benefit, dental option, life insurance and opportunity to invest in company sponsored retirement plan)