

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Eugene, Oregon ("Respondent") and the United States Department of Justice, Civil Rights Division, Office of Special Counsel for Immigration-Related Unfair Employment Practices ("Office of Special Counsel").

WHEREAS, on February 10, 2015, the Office of Special Counsel notified Respondent that it opened an independent investigation, DJ#197-61-109 ("Investigation"), to determine whether Respondent engages in or has engaged in employment-related discrimination based on citizenship status in violation of 8 U.S.C. § 1324b of the Immigration and Nationality Act (the "Act").

WHEREAS, the Office of Special Counsel concluded based upon its Investigation that there is reasonable cause to believe that Respondent had engaged in unlawful employment-related discrimination from July 2013 through February 2015 when it required its law enforcement personnel to be U.S. citizens at the time of hire, even though Oregon law requires police officers to be citizens within 18 months of hire. Respondent immediately corrected its employment practices and cooperated fully in the Investigation. Individuals protected under the Act who may have suffered economic harm have not been identified.

WHEREAS, the Office of Special Counsel and Respondent wish to resolve the Investigation without further delay or expense and hereby acknowledge that they are voluntarily entering into this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and to fully and finally resolve the Investigation as of the date of this Agreement, it is agreed as follows:

1. Respondent, pursuant to 8 U.S.C. § 1324b(g)(B)(iv), shall pay to the United States Treasury the amount of three thousand dollars (\$3,000.00).
2. Respondent shall pay the monies referenced in paragraph one via the FedWire electronic fund transfer system within ten (10) business days from the date the Office of Special Counsel provides Respondent with fund transfer instructions. On the day of payment, Respondent shall confirm via email to Pablo A. Godoy at Pablo.Godoy@usdoj.gov that payment was made.
3. Respondent shall maintain its current practice of not limiting its hiring of law enforcement personnel to U.S. citizens and not including any U.S. citizenship requirements in its job postings or recruitment materials, unless and to the extent required in order to comply with law, regulation, executive order, or government contract. 8 U.S.C. § 1324b(a)(1), (2).
4. Respondent shall post an English and Spanish version of the Office of Special Counsel "If You Have the Right to Work" poster ("OSC Poster"), in color and measuring no smaller than 18" x 24", an image of which is available at

<http://www.justice.gov/crt/about/osc/htm/worker.php#>, in all places at Respondent's Human Resources offices, the Eugene Police Department, and on Respondent's intranet and internet site where notices to employees and job applicants are normally posted. The OSC Poster will be posted within fourteen (14) days from the effective date of this Agreement and will remain posted for two (2) years thereafter.


5. Within thirty (30) days after the effective date of this Agreement, Respondent shall revise its employment policies as they relate to hiring of law enforcement personnel to:
 - a. Immediately refer applicants and employees who complain, formally or informally, of discrimination based on citizenship status or national origin in the recruitment, hiring, firing, or employment eligibility verification processes to the Office of Special Counsel by directing the affected individual to the OSC Poster and the Office of Special Counsel's worker hotline and website, and advise the affected individual of his or her right to file a charge of discrimination with the Office of Special Counsel;
 - b. Prohibit citizenship status discrimination in violation of 8 U.S.C. § 1324b(a)(1); and
 - c. Prohibit its personnel from taking any reprisal action against an employee or applicant for having opposed any employment practice made unlawful by 8 U.S.C. § 1324b, or for filing any charge, or participating in any lawful manner in any investigation or action under 8 U.S.C. § 1324b.
6. Respondent has already modified its on-line application software to remove any questions related to an applicant's citizenship status that would violate 8 U.S.C. § 1324b. Respondent shall not modify its on-line application software to ask questions related to an applicant's citizenship unless required by law, regulation, executive order, or government contract.
7. During the three (3) years after the effective date of this Agreement (the "Reporting Period"), Respondent shall provide any changes in employment policies as they relate to nondiscrimination on the basis of citizenship status or national origin to the Office of Special Counsel for review at least thirty (30) days prior to the effective date of such revised policies.
8. Within ninety (90) days after the effective date of this Agreement, the Office of Special Counsel shall provide all of Respondent's Human Resources Personnel, including those who have any responsibilities or duties related to hiring, recruitment, or employment eligibility verification, with training on 8 U.S.C. § 1324b.
 - a. The training will consist of viewing and participating in Internet-based training provided by the Office of Special Counsel.
 - b. Respondent shall pay all employees their normal rate of pay during the training, and the training will occur during normally scheduled workdays and work hours. Respondent shall bear all costs associated with these training sessions.

- c. For a period of two (2) years from the effective date of this Agreement, all new Human Resources Personnel hired by Respondent after the training described in this paragraph has been conducted shall attend an Office of Special Counsel Employer/HR webinar within sixty (60) days of hire.
 - d. Respondent shall compile attendance records listing the individuals who comply with the training as described in this paragraph in the form of Attachment A, including their full name, title, signature, and the date of the training, and send them via email to Pablo.Godoy@usdoj.gov within ten (10) days of the training session.
9. During the Reporting Period, the Office of Special Counsel reserves the right to make reasonable inquiries to Respondent necessary to determine Respondent's compliance with this Agreement. As a part of such review, the Office of Special Counsel may require written reports concerning compliance, inspect Respondent's premises, examine witnesses, and examine and copy Respondent's documents at the expense of the Office of Special Counsel.
10. If the Office of Special Counsel has reason to believe that Respondent is in violation of any provision of this Agreement, the Office of Special Counsel shall promptly notify Respondent of the purported violation. Respondent will then be given a thirty (30) day period from the date it is notified by the Office of Special Counsel in which to cure the violation to the satisfaction of the Office of Special Counsel before Respondent is deemed by the Office of Special Counsel to be in violation of this Agreement.
11. The Office of Special Counsel shall provide Respondent with a copy of any notice or request for information authorized under this Agreement to the following address:
- City of Eugene Attorney's Office
125 E. 8th Avenue
Eugene, OR 97401
12. This Agreement does not affect the right of any individual to file a charge alleging an unfair immigration-related employment practice against Respondent with the Office of Special Counsel, the authority of the Office of Special Counsel to investigate or file a complaint on behalf of any such individual, or the authority of the Office of Special Counsel to conduct an independent investigation of Respondent's employment practices.
13. This Agreement resolves any and all differences between the parties relating to the Investigation by the Office of Special Counsel through the date this Agreement is signed by all parties.
14. This Agreement may be enforced in the United States District Court for the District of Oregon.
15. The Office of Special Counsel and Respondent agree that, as of the effective date of this

Agreement, litigation concerning the violations of 8 U.S.C. § 1324b that the Office of Special Counsel has reasonable cause to believe that Respondent committed is not reasonably foreseeable. To the extent that either party previously implemented a litigation hold to preserve documents, electronically stored information, or things related to this matter, the party is no longer required to maintain such a litigation hold. Nothing in this paragraph relieves either party of any other obligations imposed by this Agreement.

16. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. Respondent and the Office of Special Counsel agree that they will not, individually or in combination with another, seek to have any court declare or determine that any provision of this Agreement invalid.
17. This Agreement is neither an admission by Respondent of any act in violation of 8 U.S.C. § 1324b nor an admission by the United States of the merits of any of Respondent's defenses.
18. The Office of Special Counsel and Respondent agree to bear their own costs, attorneys' fees and other expenses incurred in this action.
19. This Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one agreement. The parties agree to be bound by facsimile signatures.

City of Eugene

By: 
Ben Miller, Assistant City Attorney

Dated: 7-27-15

Office of Special Counsel for Immigration-Related Unfair Employment Practices

By: 
Alberto Ruisanchez
Deputy Special Counsel

Dated: 8-5-15

Sebastian Aloit
Special Litigation Counsel

Pablo A. Godoy
Trial Attorney