AGENDA ITEM REQUEST FORM

Department: Rent Program **Department Head:** Nicolas Traylor **Phone:** 620-6564

Meeting Date: June 20, 2018 **Final Decision Date Deadline:** June 20, 2018

STATEMENT OF THE ISSUE: Since February 2018, Centro Legal de la Raza has had the full-time equivalent of one attorney or paralegal (supervised by an attorney) dedicated to Richmond cases. The current contract expires on June 30, 2018. A contract amendment is necessary to extend the term of the contract and add funds for services in Fiscal Year 2018-19, in accordance with the budget adopted by the Rent Board on April 23, 2018.

INDICATE APPROPRIATE BODY

☐ **City Council** ☐ **Redevelopment Agency** ☐ **Housing Authority** ☐ **Surplus Property Authority** ☐ **Joint Powers Financing Authority**

☐ **Finance Standing Committee** ☐ **Public Safety Public Services Standing Committee** ☐ **Local Reuse Authority** ☒ **Other: Rent Board**

ITEM

☐ **Presentation/Proclamation/Commendation (3-Minute Time Limit)**

☐ **Public Hearing** ☐ **Regulation** ☒ **Other: CONSENT CALENDAR**

☐ **Contract/Agreement** ☐ **Rent Board As Whole**

☐ **Grant Application/Acceptance** ☐ **Claims Filed Against City of Richmond**

☐ **Resolution** ☐ **Video/PowerPoint Presentation** (contact KCRT @ 620.6759)

RECOMMENDED ACTION: APPROVE an amendment to the contract for community legal services with Centro Legal de la Raza increasing the amount by $75,000 for Fiscal Year 2018-19, to a total not to exceed $112,500, extending the term to June 30, 2019, and modifying the service plan to specify that Centro Legal de la Raza agrees to provide one hundred and twenty-five legal consultations to qualifying tenants per year – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

F-4.

rev 2/06

AGENDA REPORT

DATE: June 20, 2018

TO: Chair Gray and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: FIRST AMENDMENT TO THE CONTRACT WITH CENTRO LEGAL DE LA RAZA FOR COMMUNITY LEGAL SERVICES

STATEMENT OF THE ISSUE:

Since February 2018, Centro Legal de la Raza has had the full-time equivalent of one attorney or paralegal (supervised by an attorney) dedicated to Richmond cases. The current contract expires on June 30, 2018. A contract amendment is necessary to extend the term of the contract and add funds for services in Fiscal Year 2018-19, in accordance with the budget adopted by the Rent Board on April 23, 2018.

RECOMMENDED ACTION:

APPROVE an amendment to the contract for community legal services with Centro Legal de la Raza increasing the amount by $75,000 for Fiscal Year 2018-19, to a total not to exceed $112,500, extending the term to June 30, 2019, and modifying the service plan to specify that Centro Legal de la Raza agrees to provide one hundred and twenty-five legal consultations to qualifying tenants per year – Rent Program (Nicolas Traylor 620-6564).

FISCAL IMPACT:

In accordance with the Fiscal Year 2018-19 Rent Program budget, the proposed contract amendment includes the expenditure of $75,000 for the entirety of the fiscal year.

DISCUSSION:

Background

On June 21, 2017, the Rent Board directed staff to negotiate and execute legal services contracts. Following the City's procurement policies, a Request for Qualifications and Proposals was released on August 11, 2017. Proposals were reviewed by a panel of

stakeholders and staff. Contracts were executed with The Eviction Defense Center and Centro Legal de la Raza on February 1, 2018, with terms ending June 30, 2018.

Performance

Per the original contract, Centro Legal de la Raza is compensated $6,250 per month to provide 125 legal consultations to qualifying tenants regarding landlord/tenant issues at its office in Oakland. Centro Legal de la Raza further agrees to provide legal representation to qualifying tenants requiring injunctive, declarative, or other legal remedies at a rate of eight cases per year.

The Eviction Defense Center submits reports on a monthly basis detailing the number of clients served and pertinent data regarding their tenancies and demographics (Attachment 3). Client names and addresses have been redacted to preserve attorney/client privilege. Full records are maintained at the Centro Legal de la Raza office for review.

The table below contains a summary of the number of Richmond clients served by Centro Legal de la Raza during the months of February through May 2018.

Clients Served by Centro Legal de la Raza, February – May 2018

Month	Clients Served
February 2018	2
March 2018	4
April 2018	8
May 2018	12
Total	26

Proposed Contract Amendments

Staff members are recommending approval of contract amendments to extend the term of the contract with Centro Legal de la Raza to June 30, 2019, and increase the payment limit of the contract by $75,000 in accordance with the Fiscal Year 2018-19 Rent Program budget adopted by the Board. Lastly, staff members recommend amending the service plan to specify that Centro Legal de la Raza agrees to provide 125 legal consultations to qualifying tenants per year.

DOCUMENTS ATTACHED:

Attachment 1 – Contract Amendment

Attachment 2 – Original Contract

Attachment 3 – Monthly Reports

CITY OF RICHMOND RENT PROGRAM
CONTRACT AMENDMENT

Department: Rent Program	**Project Manager:** Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	**Project Manager Phone No:** (510) 620-6564
P.R. No: 21800883 **Vendor No:** 13142	**P.O./Contract No:** 4140
Description of Services: Provide legal consultation and representation to Richmond Tenants.	
Amendment No. 1 **modifies the:** (2nd or subsequent amendments attach Amendment History page) ☑ **Term, Payment Limit and Service Plan** ☐ **Payment Limit and Service Plan** ☐ **Term and Service Plan** ☐ **Service Plan**	

The parties to this Contract Amendment do mutually agree and promise as follows:

1. Parties. The parties to this Contract Amendment are the City of Richmond, California Rent Program (City), and the following named Contractor:

Company Name: Centro Legal de La Raza

Street Address: 3022 International Boulevard, Ste. 410

City, State, Zip Code: Oakland, CA. 94601

Contact Person: Leah Simon-Weisberg

Telephone: (510) 827-1170 Email: lsimonweisberg@centrolegal.org

Business License No: 4005-6678 / Expiration Date: February 22, 2019

A California ☐ corporation, ☐ limited liability corporation ☐ general partnership, ☐ limited partnership, ☐ individual, ☑ non-profit corporation,
☐ individual dba as [specify:] _____
☐ other [specify:]

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the Rent Board or executed by the Executive Director on **February 1, 2018**, which **original** term commenced on **February 1, 2018** and terminates **June 30, 2018** with an **original** contract payment limit of $**37,500.00**. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA
Rent Program

By _____

Title: Executive Director

I hereby certify that the Original Contract and this Amendment have been approved by the Rent Board or executed by the Executive Director.

By _____
Rent Board Clerk

Approved as to form:

By_____
Staff Attorney

List of Attachments:
1. Amendment Provisions
2. Updated Insurance Certificates

Centro Legal de La Raza

_____

(*The Corporation Chairperson of the Board, President or Vice-President should sign on the line below.)

By_____

Title:_____

(*The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign on the line below.)

By:_____

Title:_____

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

Amendment No.	P.O./Contract No.
1	**4140**

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

   "2. Term. The effective date of this Contract is

   February 1, 2018

   (Insert original contract commencement date)

   and it terminates

   June 30, 2019.

   (Insert new contract termination date)

   unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by $ **75,000.00**. Paragraph 3 of the Original Contract is amended to read as follows:

   "3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed $ **112,500.00** including expenses."

   "The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Executive Director if the total Contract amount does not exceed $10,000 or without the prior approval of the Rent Board if the total Contract amount is over $10,000."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:

   Cento Legal de la Raza will be compensated $6,250 per month and will submit Monthly Status reports and invoices in accordance with Exhibit B. With this funding, Centro Legal de la Raza agrees to provide one hundred and twenty-five legal consultations per year to qualifying tenants related to landlord/tenant issues at its office in Oakland.

CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT

Department: Rent Program	Project Manager: Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: 620-6564
Vendor No: 13142 PR No: 21800883	P.O./Contract No: 4140
Description of Services: Provide counseling and eviction defense services to Richmond Tenants.	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

1. Parties. The parties to this Contract are the City Of Richmond Rent Board (herein referred to as the "City") and the following named Contractor:

Company Name: Centro Legal de la Raza

Street Address: 3022 International Boulevard, Suite 410

City, State, Zip Code: Oakland, CA 94601

Contact Person: Martina I. Cucullu Lim

Telephone: (510) 274-2410 Email: mcucullulim@centrolegal.org

Business License No: Expiration Date:

A California [ ] corporation, [ ] limited liability corporation [ ] general partnership, [ ] limited partnership, [ ] individual, [X] non-profit corporation,
[ ] individual dba as [specify:] _____,
[ ] other [specify:] _____

2. Term. The effective date of this Contract is February 1 2018, and it terminates June 30, 2018, unless terminated as provided herein.

3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed $37,500. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the Rent Board or Executive Director.

4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

5. City Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.

7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.

10. Signatures. These signatures attest the parties' Contract hereto:

RENT PROGRAM

By: _____

Title: Executive Director

I hereby certify that this Contract has been approved by the Rent Board or the Executive Director.

By: _____

Board Clerk

Approved as to form:

By: Michael H Rand

Board Legal Counsel

CONTRACTOR:

(* The Corporation Chairperson of the Board, President or Vice President should sign below)

By: _____

Title: EXECUTIVE DIRECTOR

Date Signed: 1/31/18

(* The Corporation Chief Financial Officer, Secretary or Assistant Secretary should sign below)

By: _____

Title: Finance Manager

Date Signed: 2/1/18

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice-President and (b) the Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

Service Plan	Exhibit A
Payment Provisions	Exhibit B
Authorized Representatives and Notices	Exhibit C
General Conditions	Exhibit D
Special Conditions	Exhibit E
Insurance Provisions	Exhibit F

Standard Contract/EJ/TE 9-26-07

EXHIBIT A
SERVICE PLAN

Contractor shall, to the satisfaction of the **Executive Director**, perform the following services and be compensated as outlined below:

Centro Legal de la Raza will have the full-time equivalent of one attorney or paralegal (supervised by an attorney) dedicated to Richmond cases.

Centro Legal de la Raza will be compensated $6,250 per month, and will submit monthly invoices in accordance with Exhibit B. With this funding, Centro Legal de la Raza agrees to provide one hundred and twenty-five (125) legal consultations to qualifying tenants related to landlord/tenant issues at its office in Oakland. Centro Legal de la Raza further agrees to provide legal representation to qualifying tenants requiring injunctive, declarative, or other legal remedies at a rate of eight (8) cases per year. In determining which tenants qualify for free legal services, Centro Legal de la Raza will utilize the HUD guidelines to identify "low income" households in Contra Costa County.

Centro Legal de la Raza will create an intake form to track client data. This form shall include, at a minimum, the client's name, address, contact information, race/ethnicity (optional), date of birth, language or other access to justice issues, monthly income and source, household information, monthly rent, landlord name, security deposit, move-in date, last time rent was paid/accepted, the type of notice the Tenant received, a description of the housing problem, and the client's goals. This form may also be used by Rent Program staff to make a direct referral to Centro Legal de la Raza. The form may be faxed to Centro Legal de la Raza with a follow-up call or email to confirm receipt. City agrees that these intakes and all client-related documents and information shall be subject to and protected by California's Attorney-Client Privilege and Attorney-Client Confidentiality. In the event City would like to review the client-related documents and/or obtain information related to clients served pursuant to this Contract, Centro Legal de la Raza must be permitted sufficient time to comply with its duty to maintain attorney/client privilege and client confidentiality by either redacting the documents or obtain written authorization from the client to permit City to review the file. Furthermore, City agrees that a direct referral from the City does not impose any additional obligations upon Centro Legal de la Raza for the provision of services.

Centro Legal de la Raza will submit monthly reports detailing the number of clients served and pertinent data regarding their tenancies and demographics. These reports shall have client names and addresses redacted to preserve attorney/client privilege, with full records maintained at Centro Legal de la Raza for review if necessary.

Under no circumstances shall Centro Legal de la Raza bill for travel time, unless pre-approved by the Executive Director or their designee.

EXHIBIT B

PAYMENT PROVISIONS

{PLEASE NOTE THAT THE RENT PROGRAM SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE RENT BOARD OR EXECUTIVE DIRECTOR}

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.

2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc.) Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.

3. Contractor shall submit timely invoices to the following address:

   Attention: City of Richmond Finance Department - Accounts Payable

   Project Manager: Nicolas Traylor

   P.O. Box 4046
   Richmond, CA 94804

4. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, Nicolas Traylor, before payments shall be authorized.

5. The City will pay invoice(s) within 45 days after completion of services to the City satisfaction. The City shall not pay late fees or interest.

6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.

7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 City hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Nicolas Traylor

City Of Richmond Rent Program

440 Civic Center Plaza, Suite 200

Richmond, CA 94804

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

MARTINA CUCULUCUM
3002 INTERNATIONAL BLVD Ste 410
OAKLAND, CA 94601

EXHIBIT D
GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.

2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.

3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.

4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license. This paragraph shall not apply to any Know Your Rights materials and/or attorney-work product resulting from this Contract. Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government. If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice, subject to Centro Legal de la Raza's duty to maintain attorney/client privilege and client confidentiality.

6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of City. In the event that the project or services set forth in Exhibit A are also itemized by price, City, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor.

Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.

7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the City, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the City.

   Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, CONTRACTOR shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

   Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5 years after the termination of this Contract , or for such longer period as may be required by law.

   Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5 year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5 years after the termination of this Contract.

Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

8. Changes and Extra Work. All changes and/or extra work under this Contract shall be performed and paid for in accordance with the following:

   Only the City Council or the City Manager may authorize extra and/or changed work. Contractor expressly recognizes that other City personnel are without authorization to either order extra and/or changed work or waive contract requirements. Failure of Contractor to secure the authorization for such extra and/or changed work shall constitute a waiver of any and all right to adjustment in contract price due to such unauthorized work and Contractor thereafter shall be entitled to no compensation whatsoever for performance of such extra and/or changed work.

   If Contractor is of the opinion that any work which Contractor has been directed to perform is beyond the scope of this Contract and constitutes extra work, Contractor shall promptly notify City of the fact. The City shall make a determination as to whether or not such work is, in fact, beyond the scope of this Contract and constitutes extra work. In the event that City determines that such work does constitute extra work, City shall provide extra compensation to Contractor on a fair and equitable basis. A change order or Contract Amendment providing for such compensation for extra work shall be negotiated between City and Contractor and executed by Contractor and the appropriate City official.

   In the event City determines that such work does not constitute extra work, Contractor shall not be paid extra compensation above that provided herein and if such determination is made by City staff, said determination may be appealed to the City Council; provided, however, a written appeal must be submitted to the City Manager within five (5) days after the staff's determination is sent to Contractor. Said written appeal shall include a description of each and every ground upon which Contractor challenges the staff's determination.

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue

any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that City's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.

10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.

11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.

12. Termination Without Default. Notwithstanding any provision herein to the contrary, City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, City may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by City by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no City official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to City forthwith. This provision shall survive the termination of this Contract for one (1) year.

15. Indemnification.

(a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the City, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the City. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the City and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to

indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

(b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.

(c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.

(d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.

(e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility for the safety of Contractor's employees and any subcontractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor

shall abide by the insurance requirements set forth in said Exhibit F.

18. Non-Liability of Officials and Employees of the City. No official or employee of the City shall be personally liable for any default or liability under this Contract.

19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

    Contractor acknowledges that under § 2.60.070 of the Municipal Code ("Living Wage Ordinance"), Contractor shall promptly provide to City documents and information verifying its compliance with the Living Wage Ordinance. Also as prescribed in § 2.60.070, Contractor shall notify each of its affected employees with regards to the wages that are required to be paid pursuant to the Living Wage Ordinance.

    Contractor shall comply with § 2.28.030 of the Municipal Code, obligating every Contractor or subcontractor under a contract or subcontract with the City for public work or for goods or for services to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

    Contractor acknowledges that the City's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the City's website at http://www.ci.richmond.ca.us/workplacepolicies . Contractor agrees to abide by the terms and conditions of said policies.

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

    Contractor acknowledges that the services which Contractor shall provide under this Contract are unique, personal services which, except as otherwise provided herein, Contractor shall not assign or sublet to any other party without the prior written approval of City, which approval may be withheld in City's sole and absolute discretion. In the event that City, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to City upon request copies of each and every subcontract contract prior to the execution thereof by Contractor and subcontractor. Any assignment by Contractor of any or all of its rights under this Contract without first obtaining City's prior written consent shall be a default under this Contract.

    The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general

partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.

22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.

23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions
as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.

24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and City reserves the right to employ other Contractors in connection with the project.

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.

26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.

27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.

28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

    All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

    No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."

30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.

31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.

32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.

33. Interpretation. This Contract shall be interpreted as if drafted by both parties.

34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or
    other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.

35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

36. Authority. City warrants and represents that the signatory hereto (the Mayor of the City of Richmond or the City Manager) is duly authorized to enter into and execute this Contract on behalf of City. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on behalf of Contractor, and shall be personally liable to City if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.

37. Waiver. The waiver by City of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the City relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the City be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.

38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.

39. Performance and Final Acceptance.

Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract.

Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which City may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

City shall provide Contractor an opportunity to cure errors and omission which may be disclosed during the review of submittals, with no increase in the authorized Contract Payment Limit. Should Contractor fail to make necessary corrections in a timely manner, such corrections shall be made by the City and the cost thereof shall be charged to Contractor.

If warranted, City shall determine, and Contractor may request such determination, that

Contractor has satisfactorily completed performance of this Contract. Upon such determination, City shall issue to Contractor a written Notice of Final Acceptance, after which Contractor shall not incur further costs under this Contract. Contractor shall respond to such Notice of Final Acceptance by executing and submitting to City a Release and Certificate of Final Payment.

40. Survival. The rights and obligations of the parties which by their nature survive termination or completion of the services covered by this Contract shall remain in full force and effect after termination or completion.

For the Contract between the City of Richmond Rent Board and

CENTRO LEGAL DE LA RAZA

EXHIBIT E
SPECIAL CONDITIONS

The General Conditions are hereby amended to include the following modifications and/or provisions (if applicable):

For the Contract between the City of Richmond Rent Board and

CENTRO LEGAL DE LA RAZA

EXHIBIT F
INSURANCE PROVISIONS

During the entire term of this Contract and any extension or modification thereof, the CONTRACTOR shall keep in effect insurance policies meeting the insurance requirements specified in the insurance provisions which are attached hereto and incorporated herein by this reference.

ITEM F-4
ATTACHMENT 2

MONTHLY STATUS REPORT			
Agency: Centro Legal			
Report Period: February 2018			
Prepared By: Ruby Renteria			
BASIC STATS			
Total Clients Served:		Number of Consultations:	4
New Clients:	2		
Returning Clients:	0		
Number of Clients selected for legal representation:	0		
		Number of Court Appearances	0
		Number of Letters Sent (e.g. cease and desist, compliance letters)	1
		Number of Tenant petitions filed for a rent adjustment with help of Centro Legal staff	0
		Number of Cases resolved *(for cases resolved, please describe outcome below)*	0
By specific issue:		*Demographics (if known):*	
Discrimination	2	**Race/Ethnicity**	
Conditions/Code Violations/Decrease in Services	2	White	0
Notice: 3-Day, 60-Day, etc.	1	Black or African American	0
Rent Increase	2	American Indian or Alaska Native	0
Landlord Harassment	2	Latino/a/Hispanic	2
Failure to Make Repairs	2	Asian	0
Threats of Eviction	2	Pacific Islander	0
Unlawful Detainer	0	South East Asian	0
Rent Issues (increase, overcharge, etc.)	1	South Asian	0
Other		**Protected Status**	
		Elderly	0
		Disabled	1
		Households with minors in the house	2
		Victim of Domestic Violence	0
		Veteran	0
		Catastrophically Ill	0
		Single parent/guardian home	0
		Gender	
		Men	2
		Women	0
		Transgender/Nonbinary	0
		Preferred Language Spoken	
		English	
		Spanish	2
		Cantonese or Mandarin	
		Other	

DESCRIPTION OF RESOLVED CASE OUTCOMES (please insert additional rows as necessary)	
Monthly Case Highlights	*Description of Services Provided and Outcome*
00031293	Advice & Counsel: We called code enforcement, research to find out whether the unit is covered by rent control. Drafted a Pro-Per demand letter on behalf of the clients and communicated via email, phone, and in person with the client.
00030754	Advice & Counsel: We reported the conditions to the rental inspection program and they spoke to the management company who agreed to make the repairs. Researched the issues associated with the case. We will follow up with client for additional issues.

MONTHLY STATUS REPORT			
Agency: Centro Legal			
Report Period: March 2018			
Prepared By: Ruby Renteria			
BASIC STATS			
Total Clients Served:		Number of Consultations:	8
New Clients:	2	Number of Consultations to date:	12
Returning Clients:	2	Number of Clients selected for legal representation:	2
Total Clients Served:	4	Number of Clients selected for legal representation to date:	2
		Number of Court Appearances	0
		Number of Letters Sent (e.g. cease and desist, compliance letters)	2
		Number of Tenant petitions filed for a rent adjustment with help of Centro Legal staff	0
		Number of Cases resolved *(for cases resolved, please describe outcome below)*	0
By specific issue:		*Demographics (if known):*	
Discrimination	2	**Race/Ethnicity**	
Conditions/Code Violations/Decrease in Services	3	White	1
Notice: 3-Day, 60-Day, etc.	4	Black or African American	0
Rent Increase	2	American Indian or Alaska Native	0
Landlord Harassment	4	Latino/a/Hispanic	3
Failure to Make Repairs	3	Asian	0
Threats of Eviction	4	Pacific Islander	0
Unlawful Detainer	1	South East Asian	0
Rent Issues (increase, overcharge, etc.)	1	South Asian	0
Other		**Protected Status**	
		Elderly	0
		Disabled	2
		Households with minors in the house	2
		Victim of Domestic Violence	0
		Veteran	0
		Catastrophically Ill	0
		Single parent/guardian home	0
		Gender	
		Men	
		Women	0
		Transgender/Nonbinary	0
		Preferred Language Spoken	
		English	1
		Spanish	3
		Cantonese or Mandarin	
		Other	

DESCRIPTION OF RESOLVED CASE OUTCOMES (please insert additional rows as necessary)

Monthly Case Highlights:	*Description of Services Provided and Outcome*
Case # 00031499	Client came into our office seeking assistance with a stay of execution after losing an unlawful detainer case at trial. After meeting with her, our office discovered several affirmative defenses that should have resulted in a dismissal of the unlawful detainer. The defenses included: service of a defective notice, and and failure of the landlord to register the property as required by law. However, despite strong defenses that should have rendered a decision in her favor, Client was unable to adequately allege defenses in her response to the unlawful detainer and a judgement was entered against her. Our office then agreed to represent her. Once our office got involved, we communicated with the landlord and were able to get the unlawful detainer case dismissed. In addition to this, our client received a $600.00/month rent reduction.

MONTHLY STATUS REPORT			
Agency: Centro Legal			
Report Period: April 2018			
Prepared By: Ruby Renteria			
BASIC STATS			
Total Clients Served:		Number of Consultations:	8
New Clients:	3	Number of Consultations to date:	20
Returning Clients:	5	Number of Clients selected for legal representation:	2
Total Clients Served:	8	Number of Clients selected for legal representation to date:	4
		Number of Court Appearances	0
		Number of Letters Sent (e.g. cease and desist, compliance letters)	2
		Number of Tenant petitions filed for a rent adjustment with help of Centro Legal staff	1
		Number of Cases resolved *(for cases resolved, please describe outcome below)*	0
By specific issue:		*Demographics (if known):*	
Discrimination	6	**Race/Ethnicity**	
Conditions/Code Violations/Decrease in Services	8	White	1
Notice: 3-Day, 60-Day, etc.	6	Black or African American	0
Rent Increase	3	American Indian or Alaska Native	0
Landlord Harassment	6	Latino/a/Hispanic	6
Failure to Make Repairs	8	Asian	1
Threats of Eviction	8	Pacific Islander	0
Unlawful Detainer	2	South East Asian	0
Rent Issues (increase, overcharge, etc.)	6	South Asian	0
Other		**Protected Status**	
		Elderly	0
		Disabled	4
		Households with minors in the house	6
		Victim of Domestic Violence	0
		Veteran	0
		Catastrophically Ill	0
		Single parent/guardian home	0
		Gender	
		Men	5
		Women	3
		Transgender/Nonbinary	0
		Preferred Language Spoken	
		English	1
		Spanish	6
		Cantonese or Mandarin	
		Other	1

DESCRIPTION OF RESOLVED CASE OUTCOMES (please insert additional rows as necessary)	
Monthly Case Highlight:	
Case #: 00030754	Clients came into our office seeking assistance with serious habitability issues in their unit. The substandard conditions include, amongst others: mold throughout the home, a ceiling that leaks in several places, and carpets that are completely deteriorated. The conditions have become so severe that their child has developed serious health conditions as a result of them. After meeting with the clients, our office assisted them with reporting the conditions to the rental inspection program and in notifying the landlord. Soon after we got involved, our clients received an offer to settle the claims from the landlord. To date, the landlord has agreed to make all the necessary repairs. Our office will further negotiate additional claims on behalf of the clients.

MONTHLY STATUS REPORT			
Agency: Centro Legal			
Report Period: May 2018			
Prepared By: Ruby Renteria			
BASIC STATS			
Total Clients Served:		Number of Consultations:	12
New Clients:	5	Number of Consultations to date:	32
Returning Clients:	5	Number of Clients selected for legal representation:	2
Total Clients Served:	10	Number of Clients selected for legal representation to date:	6
		Number of Court Appearances	0
		Number of Letters Sent (e.g. cease and desist, compliance letters)	2
		Number of Tenant petitions filed for a rent adjustment with help of Centro Legal staff	2
		Number of Cases resolved *(for cases resolved, please describe outcome below)*	0
By specific issue:		*Demographics (if known):*	
Discrimination	5	**Race/Ethnicity**	
Conditions/Code Violations/Dicrease in Services	8	White	1
Notice: 3-Day, 60-Day, etc.	8	Black or African American	2
Rent Increase	2	American Indian or Alaska Native	0
Landlord Harrassment	3	Latino/a/Hispanic	7
Failure to Make Repairs	4	Asian	0
Threats of Eviction	10	Pacific Islander	0
Unlawful Detainer	4	South East Asian	0
Rent Issues (increase, overcharge, etc.)	8	South Asian	0
Other		**Protected Status**	
		Elderly	0
		Disabled	3
		Households with minors in the house	8
		Victim of Domestic Violence	0
		Veteran	0
		Catastophically Ill	0
		Single parent/guardian home	0
		Gender	
		Men	2
		Women	8
		Transgender/Nonbinary	0
		Preferred Language Spoken	
		English	3
		Spanish	7
		Cantonese or Mandarin	
		Other	

DESCRIPTION OF RESOLVED CASE OUTCOMES (please insert additional rows as necessary)

Monthly Case Highlight:	
Case # 00031806	Clients came into our office after receiving multiple rent increase notices from their landlord. After speaking to the clients, our office discovered that the notices were invalid and unenforceable because they were served verbally and by text message. After further discussions with the clients, our office also discovered that the clients were threatened, forced to do free labor, and that they were being discriminated on the basis of immigration status. Our office wrote a letter a demand letter to the landlord and we have been able to mitigate the threatening behavior. We have also assisted the clients in filling out a RAP petition that is currently ongoing. In addition to this, our investigation as to the labor violations is ongoing.