



Irene Gomez-Bethke Papers.

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## A G R E E M E N T

This is an agreement between Southern Minnesota Regional Legal Services, Inc., a Minnesota non-profit corporation with its principal office at Sixty East Fourth Street, Saint Paul, Minnesota, (hereinafter referred to as "SMRLS"), and the Centro Legal, a Minnesota non-profit corporation, having its principal office at the Riverview Business Plaza, 380 East Lafayette Freeway, Saint Paul, Minnesota, (hereinafter referred to as the "Centro");

WHEREAS, SMRLS is a legal services corporation providing free legal assistance to financially eligible clients pursuant to grants and guidelines from the National Legal Services Corporation (hereinafter "LSC"); and,

WHEREAS, SMRLS is unsure of its ability to continue providing services at the present level to financially eligible clients after December 31, 1981, by reason of probable substantial cuts in SMRLS' LSC funding; and,

WHEREAS, there are only a limited number of bilingual attorneys available to serve Spanish-speaking clients; and,

WHEREAS, both SMRLS and Centro are mutually desirous of maintaining access to legal counsel to low-income, Hispanic persons;

NOW, THEREFORE, in consideration of their mutual covenants, promises, and undertakings herein the parties agree as follows:

### I.

SMRLS agrees to loan to Centro Five Thousand and Five Hundred and Sixty-Four Dollars and Forty-Seven Cents (\$5,564.47), which is the amount needed by the Centro for its share of rental expenses for five months, office telephone installation, secretarial expenses, moving expenses, and malpractice insurance coverage for one year for Arcelia Romo Perez and Salvador Rosas, attorneys employed by the Centro. The Centro is obligated to repay this loan at the rate of Twelve Percentum (12%) simple interest per annum. Such payment shall be made in three installments over a period of three years, as follows: The first installment shall be ten percentum (10%) of principal loaned plus all accrued interest, and shall be paid to SMRLS on or before December 31, 1982. The second installment shall be thirty percentum (30%) of principal loaned plus all accrued interest, and shall be paid to SMRLS on or before December 31, 1983. The third installment shall be the principal balance plus all accrued interest, and shall be paid to SMRLS on or before December 31, 1984. Any or all of the above installments of principal and interest or portions thereof, at the option of the Centro, may be paid to SMRLS prior to the dates upon which they are due under this Agreement, provided that such payments shall not be made more often than monthly.

SMRLS, at its option, may elect to accept all or a portion of said installment payments in the form of attorney hours valued at the rate of Thirty-Five Dollars (\$35.00) per hour, dedicated by the Centro's attorneys to the representation of low-income clients referred to the Centro by SMRLS, upon the condition that such representation is provided in a manner agreeable to SMRLS. All such cases handled in this manner shall be subject to the supervision, control, and legal work management systems of SMRLS; and the Centro shall provide SMRLS with a written monthly summary of such cases, an itemized statement of the time spent and nature of services provided, the results achieved, and such other written information as SMRLS shall require from time to time.

## II.

Centro shall make available to SMRLS, office space, telephone service, and the use of office equipment, furniture, library, and supplies at the Centro's offices at the Riverview Business Plaza, so that SMRLS may continue to provide its services to low-income persons residing in the St. Paul/Ramsey County Hispanic community. Such space shall consist of an attorney office and a share of the secretarial, reception area, and common areas and shall be available to SMRLS seven days per week, twenty-four hours per day. The SMRLS attorney assigned to work in the Centro's office will be an employee of SMRLS and shall work under the direction and policies of SMRLS and not the Centro.

As consideration for the use of the space at the office of the Centro, SMRLS shall pay that percentage of the total monthly rental equal to the percentage which SMRLS staff represents of the total professional staff occupying said office space. The first payment shall be made on December 1, 1981, and a like amount shall be paid on the first day of each succeeding month thereafter so long as this Agreement is not terminated pursuant to terms as set forth herein. (On the date of the signing of this Agreement the total monthly rent for said office space is Nine Hundred and Seventy-Six Dollars (\$976.00). The percentage which SMRLS staff represents of the total professional staff to occupy said office is one-third. Therefore, the monthly rent payable by SMRLS upon the signing of this Agreement shall be Three Hundred and Twenty Five Dollars and Thirty-Three Cents (\$325.33)).

Centro shall obtain and keep in force, and pay the premiums for, fire and extended coverage insurance upon the Centro premises including insurance covering all of SMRLS' stock in trade, fixtures and improvements not a part of the building within which Centro's premises are located.

SMRLS and Centro hereby release the other from any liability for loss or damage to building within which Centro's premises are located and property located in such building herein caused by fire, explosion, smoke damage or any other risks included in the fire and extended coverage insurance and agree to advise any

insurance company from whom they obtain such insurance policy of this release and agree that any such policies will contain a waiver of any right of subrogation by the insurer against the SMRLS and Centro.

Centro shall be responsible for and shall pay all real estate taxes pursuant to law and shall pay for all water, electricity, heat, gas and other utilities used in the Centro premises.

As consideration for the use of the telephone service at the offices of the Centro, SMRLS agrees to pay that portion of the total basic telephone costs to the Centro equal to the percentage which SMRLS staff represents to the total professional staff occupying said office space. The first payment shall be made by January 1, 1982 and a like amount shall be so paid on the first day of each succeeding month thereafter so long as this Agreement is not terminated pursuant to terms as set forth herein. SMRLS agrees to pay all long distance phone expenses attributable to its staff, and Centro agrees to pay all long distance phone expenses attributable to its staff.

As consideration for the use of one-third of the services provided by a secretary/receptionist employed by the Centro, SMRLS agrees to pay one-third of the monthly salary and fringe benefits of said employee. The first payment shall be made on February 1, 1982 and a like amount shall be so paid on the first day of each succeeding month thereafter so long as this Agreement is not terminated pursuant to the terms as set forth herein.

### III.

SMRLS shall loan a set of Minnesota Statutes Annotated and the United States Code Annotated, each with its respective Shepard's, to the Centro Legal. As consideration for the use of said sets Centro shall keep all the sets current and updated at its own cost. In the event that Centro desires to purchase the sets, or any one of them, the parties may at such time reach an agreement for the purchase at the fair market value thereof. The Centro agrees to adequately insure the books against loss or damage and to reimburse SMRLS to the extent necessary and proper in the event of harm to the books.

### IV.

SMRLS shall sell and the Centro agrees to purchase a Savin copier, identification number 2710217195, 840 copier, for a purchase price of Two Thousand and Three Hundred Dollars (\$2,300). Centro has the option to pay for the purchase of the copier in one of the two following manners:

A. Lump sum payment: the total purchase price or the total remaining purchase price may be paid at any time until the final monthly payment would be paid under option (B).

B. Monthly payment: the purchase price may be made in twelve equal monthly payments starting on January 1, 1982, and thereafter on the first of each month with the last payment on December 1, 1982. More specifically, accounting for the division of whole cents, this amounts to eleven payments of One Hundred and Ninety-One Dollars and Sixty-Seven Cents (\$191.67) and a final payment of One Hundred Ninety-One Dollars and Sixty-Three Cents (\$191.63).

The Centro shall pay twelve percentum (12%) per annum interest on the outstanding balance owed subject to the following exception. If payment in full is made by March 1, 1982, all interest shall be waived by SMRLS. Interest payments shall be made along with each monthly payment. In the event that the full purchase price is paid by March 1, 1982, then credit shall be given for interest paid up until the time of such payment. Interest payments shall be paid as follows: Twelve Dollars and Sixty-Eight Cents (\$12.68) per month for each of the first eleven months and Twelve Dollars and Seventy-Eight Cents (\$12.78) for the final month. Calculations of interest are based on the standard formula: Finance Charge =  $FC/100 \times (\text{amount financed}) \div 100$ . The total finance charge thus equals One Hundred and Fifty Two Dollars and Twenty-Six Cents (\$152.26).

Centro shall purchase the Savin Copier AS IS with respect to SMRLS. Central shall be responsible for the care, upkeep and repair of the copier so long as it is in the possession and use of Centro. The Centro shall obtain and keep in force adequate insurance coverage for the copier and to reimburse SMRLS in the event of harm or damage.

#### V.

The terms and conditions surrounding the use, lease, sale or other transfer of the office furniture and equipment (desks, tables, dictaphones, transcriber, typewriter, file cabinets, chairs, refrigerator and other miscellaneous equipment) owned by SMRLS and previously located at the Oficina Legal in Guadalupe Church shall be determined by separate agreement.

SMRLS shall allow Centro full use of said furniture and equipment and in consideration Centro shall allow SMRLS to use, free of charge, Centro's office supplies until such agreement is reached.

#### VI.

SMRLS will be solely responsible for representing clients whose cases fall within SMRLS Board adopted case acceptance policies and eligibility guidelines. The Centro shall be responsible for representing clients whose cases do not fall within said case acceptance policies and eligibility guidelines, but who fall within the case acceptance guidelines adopted by the Centro.



VII.

The Centro and SMRLS shall coordinate and cooperate with the other in the seeking of funding wherever such funding may be available, including but not limited to private, corporate and community foundations, corporations, governmental units (municipal, county, state, and federal), bar associations and private individuals. Each of the parties agrees to notify the other party prior to making application for funds from any source (from which funding is not presently being received) on or after the date of this Agreement. The Centro shall not seek funding from the National Legal Services Corporation, or any successor thereof, or from any entity receiving federal funds for the provision of legal services in the event that the National Legal Services Corporation is abolished without the written consent of SMRLS. The Centro shall not seek funding from any other of SMRLS' funding sources existing on or before the date of this Agreement without obtaining the written consent of SMRLS. SMRLS shall not seek funding from any of the Centro's funding sources existing on or before the date of this Agreement without first obtaining the written consent of the Centro.

VIII.

The parties shall mutually cooperate in providing the highest quality legal services possible to the Ramsey County/ St. Paul Hispanic community.

IX.

Either party shall have the right to terminate this Agreement upon 90 days written notice with or without cause.

X.

Centro agrees to indemnify and save SMRLS harmless against any and all claims, damages, costs and expenses arising from the conduct or management of the business conducted by the Centro in its leased premises. The Centro agrees to carry public (comprehensive general) liability insurance insuring the Centro and SMRLS against injury to property, person or loss of life arising out of use and occupancy of said premises with limits of at least Three Hundred Thousand and No Dollars (\$300,000.00).

XI.

This Agreement is made in Minnesota and shall be interpreted and enforced in accordance with the laws of the State of Minnesota. If any provision of this Agreement is found in violation of law or unenforcible, such provision shall not affect the validity of the remaining provisions of this agreement.

XII.

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 1981.

Southern Minnesota Regional  
Legal Services, Inc.

BY: 

Bruce A. Beneke

Its: Executive Director

Centro Legal, Inc.

BY: 

Arcelia Romo Perez

Its: Executive Director

ORIGINAL SMRLS LOAN \$5431.14

1-4-82 Tim Thompson gave verbal confirmation  
of Judicare hours:

SAL ROSAS	92.5	
Arcelia Romo-Perez	<u>22.75</u>	
	115.25	$\times 35.00 = 4033.75$

And unconfirmed Judicare hours:

ARCELIA Romo-Perez	139.25	
SAL ROSAS	<u>40.</u>	
	179.25	$\times 35.00 = 6273.75$

10,307.50
<u>- 5431.14</u>
4876.36

8-16-84 Sylvia Lane gave verbal confirmations to total  
Judicare charges of \$5138.84. This would be the  
4876.36 and 262.50 (7.5 Judicare hours for Romo-Perez)

The total amount owed to Centro Legal from SMRLS  
for Judicare services is \$5138.84



"Critical Legal Needs": Cases accepted by SMRLS

1. Income.

- (a) AFDC.
- (b) GA.
- (c) MSA.
- (d) Unemployment Compensation if the income is needed for survival.
- (e) CETA, WIN, Employment Training Programs.
- (f) FLSA, Wagner-Peyser.
- (g) FLCRA.
- (h) SSI.
- (i) Migrant Contracts.

2. Food.

- (a) Food stamps.
- (b) School lunch.

3. Shelter. (We will accept cases which involve the possible loss of the family homestead (owned or rented) or the condition of rental housing).

- (a) Admission to subsidized housing.
- (b) Evictions (only if there is a good defense).
- (c) Homestead mortgage foreclosures (only if there is a good defense).
- (d) Real property liens involving the homestead.
- (e) HUD/VA/FmHA assignments involving the homestead.
- (f) Action for rent by landlord where tenant is currently residing in the rental housing in question.
- (g) Rehab programs if it involves displacement of low income persons.

(h) Rent abatement if it involves the condition of rental housing.

(i) Relocation benefits.

(j) Contract for Deed Cancellation involving the homestead.

(k) Lockouts/Distrains.

4. Education.

(a) Expulsion.

(b) School programs.

(c) Special education.

5. Medical Services (Health).

(a) Medical Assistance.

(b) Medicare.

(c) Hill-Burton.

(d) Pesticides.

(e) GAMC.

6. Family.

(a) Household abuse. (Legal assistance should emphasize client using OFP process on a pro se basis whenever possible).

(b) Indian child welfare.

(c) Child-snatching (we will represent only the custodial parent or if there is a good claim and there is an immediate danger the child will be removed from the state.)

(d) Family law emergencies involving continued abuse, where the OFP is to expire within six weeks.

(e) Respondent divorces or defense to custody petitions (where our client is in actual possession of the child and there is a factual dispute).

7. Consumer.

- (a) MediGap.
- (b) Garnishment/attachment (where there is a good defense and which involves income or assets related to basic survival needs).
- (c) Repossession of assets related to basic survival needs.
- (d) Wrongful utility terminations.
- (e) Fuel assistance.

8. Individual Rights/Miscellaneous.

- (a) Immigration/naturalization which does not involve student deportation.
- (b) Indian rights (which pertain to one of the basic needs areas).
- (c) Right to counsel.

C. "Critical legal needs" - Cases which will be Accepted if Referral Fails. SMRLS will accept cases in the following categories if a person meets the income, assets and residency eligibility criteria, but only if the local referral system or two private attorneys reject the case or if other alternatives which are reasonably available refuse the case (e.g. Housing Code Enforcement Personnel, Court Personnel in the case of an Order for Protection (OPP) etc.) For Referral Policy see Section VIII (A).

1. Income.

- (a) OASDI.
- (b) Social Security.
- (c) Employment Discrimination.

M E M O R A N D U M

TO: Sue Conley

FROM: Tom Vasaly & Tim Thompson

DATE: November 19, 1984

RE: Judicare Contract Between SMRLS and  
The Centro Legal

1. Balance from Remaining Judicare Contract

Our records show that reports on the prior Judicare contract submitted to us cover the period 12-8-81 to 4-8-82. During that time, Arcelia billed 22.75 hours and Sal billed 92.5 hours, totaling 115.25 hours. With the hours multiplied times the hourly rate of \$35.00, the total dollar sum extended on Judicare cases comes to \$4,033.75. Since the SMRLS loan to Centro was \$5,431.00, the remaining balance for which Centro owes work to SMRLS comes to \$1,397.25 plus interest of \$355.46 (12% annually). The Centro may apply to SMRLS for credit for additional Judicare work on these cases if the Centro submits reports thereof to SMRLS.

2. Law Clerk

It is understood that Elena Ostby's law clerk position with SMRLS will terminate effective 11-1-84 and that Centro Legal will hire her as of that date as a clerk.

3. Sue Conley's Time Allocation Between SMRLS and Centro

It is understood that since Sue Conley worked one-fifth of her time in October on Centro work and four-fifths of her time on SMRLS work, for the month of November Susan will spend one-fifth of her time on SMRLS work and four-fifths of her time on Centro work. It is expected that the SMRLS caseload that she is retaining on a Judicare basis will be covered by the one-fifth time she is performing SMRLS work in November, and that any Judicare payments which may become due on SMRLS work will not start until December, 1984.

4. Judicare Cases

It is understood that the following SMRLS cases will be retained by Susan on a Judicare basis until such time as a replacement for Susan is hired and begins work. At that time, we will mutually determine which cases should be transferred to Susan's replacement and which cases Susan will continue to maintain herself on a Judicare basis. It is agreed that all of Susan's caseload as of 10-29-84 will be covered in this list and

that none of her cases will be transferred back to SMRLS at this time. The hourly rate for payment on the Judicare cases will be \$35.00 per hour. Initially, the Judicare hours will be credited against the \$1,752.71 owed to SMRLS. After that is paid off, SMRLS will pay the Centro for Judicare hours. The reporting system will be as outlined in Bruce Beneke's memo of February 19, 1984. Reports of Judicare work should be submitted to Tim Thompson by the tenth day of each month. The monthly report should include a description of the work done on each Judicare case. The description may be in the form of a photocopy of the case log sheet.

The following cases, with the SMRLS case number listed after the name, will be covered by this agreement:

<u>NAME</u>	<u>FILE NUMBER</u>
Andrea Carasco	16086
Mario Duarte	15280
Jose Escobar	15286
Santas Escobar	15288
Hassan Farzaneh	16115
Armida Gonzalez	15086
Allen Henry	16085
Maria Lozano	05943
Julia Munoz	14081
Maureen Norton	15484
Teresa Orantes	15282
Rafaela Orantes	15283
Bertila Parada-Castillo	15284
Maria Perez-Ortega	15209
Louise Pierre	10888
Flores Ramas	10375
Celia Rivera	14079
Antonio Berzoza	12776
Mary Rivera	16028
Marlin Gabriel)	14494
Jose Saul )	14431
Lazaro )	14490
Leticia ) Rodriguez	14491
Liez Maria )	14493
Elena )	14492
Antonio Rapas	13785
Carlos Rubio	15989
Julie Rueda	16016
Ismail Sauio	15865
Louise Strother	16159
Alma Torres	15710
Juanita Valtierra	14498
Jose Vasquez Chacon	15049
Andres Villa	13125
Robert Villareal	14489
Mett Moua	16382
Unzueta	16383



Zubiran	16381
Rosie Herrera	16371
Daniel Jaime	16485
Muluwork Admassu	16010
Hassan Farzaneh	

In addition to those SMRLS cases listed above, the following cases shall be maintained by Susan in the same manner. These are cases covered by the previous Judicare contract between SMRLS and Centro.

Victoria Martinez	12222
Victoria Martinez	12466
Aurora Munar	11677
Heleodero Mercado	11895
Orlando Molinar	12807
Olivia Mancha	07806
Wm. Gasper	07931
Susan Carter	09473
Betty Ann Olson	10990

5. The Centro, within 30 days, will send a written notice to all clients, opposing parties, courts and administrative agencies in which cases are pending, and other appropriate parties, of the substitution of the Centro for SMRLS as attorney of record. Clients will be given an opportunity to object to the substitution.

6. Termination

Either the Centro or SMRLS may cancel the Judicare arrangement with or without cause upon thirty (30) days' written notice. By intervening into this arrangement with the Centro, SMRLS does not commit itself to paying the Centro for work on the cases listed above for a period of more than 30 days in the future. In the event SMRLS terminates this arrangement, the cases listed above will be transferred back to SMRLS.

Agreed to this 20<sup>th</sup> day of November, 1984.

Southern Minnesota Regional  
Legal Services, Inc.

Centro Legal

Thomas Vasaly  
THOMAS VASALY

SUSAN CONLEY

Timothy Thompson  
TIMOTHY THOMPSON