

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 20, 2019

Final Decision Date Deadline: February 20, 2019

**STATEMENT OF THE ISSUE:** After extensive review of Centro Legal de la Raza's effectiveness in the City of Richmond and multiple conversations, staff members and Centro Legal de la Raza agreed to mutually end the contract for legal services effective January 1, 2019. On November 14, 2018, the Rent Board directed staff to negotiate and execute a community legal service contract in a total amount not to exceed \$37,500. Subsequently, staff members issued the request for community legal services and selected a potential provider of community legal services for the execution of a contract. Staff is now seeking Board Approval of the contract for community legal services.

## INDICATE APPROPRIATE BODY

- |   |   |  |  |   |
|---|---|--|--|---|
| <input type="checkbox"/> City Council               | <input type="checkbox"/> Redevelopment Agency                             | <input type="checkbox"/> Housing Authority     | <input type="checkbox"/> Surplus Property Authority          | <input type="checkbox"/> Joint Powers Financing Authority |
| <input type="checkbox"/> Finance Standing Committee | <input type="checkbox"/> Public Safety Public Services Standing Committee | <input type="checkbox"/> Local Reuse Authority | <input checked="" type="checkbox"/> Other: <u>Rent Board</u> |   |

## ITEM

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|---|--|--|--|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) |  |  |  |
| <input type="checkbox"/> Public Hearing   | <input type="checkbox"/> Regulation  | <input checked="" type="checkbox"/> Other: <u>CONSENT CALENDAR</u> |  |
| <input type="checkbox"/> Contract/Agreement   | <input type="checkbox"/> Rent Board As Whole                                     |  |  |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |  |  |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |  |  |

**RECOMMENDED ACTION:** APPROVE a contract for community legal services with Bay Area Legal Aid in the amount of \$25,000 for Fiscal Year 2018-19 – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

**F-5.**



# AGENDA REPORT

**DATE:** February 20, 2019

**TO:** Chair Gray and Members of the Rent Board

**FROM:** Nicolas Traylor, Executive Director

**SUBJECT:** RENT BOARD CONTRACT FOR COMMUNITY LEGAL SERVICES WITH BAY AREAL LEGAL AID OF RICHMOND CALIFORNIA

## **STATEMENT OF THE ISSUE:**

After extensive review of Centro Legal de la Raza's effectiveness in the City of Richmond and multiple conversations, staff members and Centro Legal de la Raza agreed to mutually end the contract for legal services effective January 1, 2019. On November 14, 2018, the Rent Board directed staff to negotiate and execute a community legal service contract in a total amount not to exceed \$37,500. Subsequently, staff members issued the request for community legal services and selected a potential provider of community legal services for the execution of a contract. Staff is now seeking Board Approval of the contract for community legal services.

## **RECOMMENDED ACTION:**

APPROVE a contract for community legal services with Bay Area Legal Aid in the amount of \$25,000 for Fiscal Year 2018-19– 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 \$25,000 for the second half of the fiscal year.

## **DISCUSSION:**

### Background

On June 21, 2017, the Rent Board directed staff to negotiate and execute legal services contracts for representation of Tenants and Landlords. In accordance with the City's procurement process, on August 11, 2017, the Rent Program issued a Request for

Qualifications and Proposals for Legal Services. Prospective service providers were required to submit proposals no later than 12:00 PM on Friday, September 8, 2017.

The Rent Program received four proposals and established a review committee to evaluate the proposals. Based on the proposals and feedback from the review committee, staff members executed contracts with The Eviction Defense Center and Centro Legal de la Raza.

On June 20, 2018, the Rent Board renewed its contract with both the Eviction Defense Center and Centro Legal de la Raza for community legal services, allocating \$75,000 of funds budgeted for Fiscal Year 2018-19, 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.

After extensive review of Centro Legal de la Raza's effectiveness in the City of Richmond and multiple conversations, staff members and Centro Legal de la Raza agreed to mutually end the contract for legal services effective January 1, 2019. On November 14, 2018, Staff members proposed the reissuance of a Request for Proposals for Community Legal Services to solicit proposals from non-profit service providers who may be better equipped to provide those legal services currently provided by Centro Legal de la Raza to Richmond residents based on proximity to Richmond, staff capacity, and ability to assist Tenants residing in governmentally-subsidized Rental Units. The legal services sought by the RFP included, but was not limited to, providing no less than 0.5 FTE of an attorney dedicated to Richmond cases, offering housing clinics in the City of Richmond available to all low-income community members, regardless of citizenship status, assisting community members with the completion of Rent Adjustment Petitions, advocating for Richmond residents through the issuance of written correspondence, Rent Adjustment Petitions, and affirmative action cases, and coordinating with peer legal service providers and the Rent Program to provide comprehensive support to Richmond community members. On that same day, the Rent Board directed staff to negotiate and execute community legal services contract for a total amount not to exceed \$37,500.

#### Issuance of Request for Proposal for Legal Services

On November 14, 2018, the Rent Board directed staff to negotiate and execute a community legal service contract in a total amount not to exceed \$37,500. In accordance with the City's procurement process, on November 19, 2018, the Rent Program issued a Request for Proposals for Legal Services. Prospective service providers were required to submit proposals no later than 12:00 PM on Friday, December 14, 2018.

The Rent Program received one proposal from a prospective service provider, Bay Area Legal Aid. Bay Area Legal Aid's Proposal was evaluated by a review committee and ranked based on the following criteria:

- Experience with local, state, and federal laws, regulations, and litigation in local courts;
- Ability to respond to Rent Program needs in an effective and timely manner;
- Demonstrated ability to respond promptly to Rent Program needs relating to emergency court actions or other emergency legal matters and provide a high quality of representation;
- Familiarity with the City of Richmond and ability to serve the Richmond community;
- Demonstrated ability to provide services to a diverse population of tenants and/or landlords in the City of Richmond in terms of citizenship status, language(s) spoken, and financial status;
- Demonstrated commitment to producing and measuring outcomes.

### Proposed Service Plan and Execution of Contract

Bay Area Legal Aid has proposed a service plan titled the “Housed Project”. The project contains three major components<sup>1</sup>:

1. The creation and operation of a Legal Clinic in the City of Richmond to provide legal information and assistance regarding housing related legal issues that implicate the Fair Rent, Just Cause, and Homeowner Protection Ordinance (hereinafter, “Rent Ordinance”) and accompanying Rules and Regulations. The Legal Clinic is designed to serve any Richmond Resident regardless of immigration status. Legal information and assistance will include, but is not limited to, the following issues: evictions, habitability, utilities, security deposits, reasonable accommodations, and other landlord/tenant concerns. Additionally, the Legal Clinic will assist eligible participants in drafting letters and other documents that implicate rights and obligations under the Rent Ordinance and accompanying Regulations. Finally, Bay Area Legal Aid will appoint a supervising attorney to administer the Legal Clinic and ensure that each Legal Clinic is staffed by at least three (3) staff members.
2. In addition to the Legal Clinic, Bay Area Legal Aid will provide weekly intake sessions for households requiring more in-depth assessments and follow-up that they may not otherwise receive through the Legal Clinic. These services will provide for more enhanced legal consultations that include more in-depth investigation and/or direct counsel intervention. This may include the filing of an administrative petition or submitting pertinent legal documents on behalf of an eligible client, and where feasible, extended legal representation in forums that includes, but is not limited to, mediation, negotiation, administrative hearings, trial, and/or affirmative litigation.
3. Bay Legal will develop and implement a referral system whereby Contractor coordinates with other housing legal service providers, other

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<sup>1</sup> The following is not a comprehensive list and the reader should look to Attachment 1 for BayArea Legal Aid’s full description of services.

## ITEM F-5

departments/services within Contractor's organization, and/or legal services organizations to supplement legal services that otherwise cannot be adequately provided under this Contract, with the goal of providing adequate wrap-around support to eligible participants.

Based on the proposals and feedback from the review committee, staff members selected Bay Area Legal Aid to execute a contract for community legal services. Bay Area Legal Aid has executed the contract and Staff is prepared to the same in kind.

### Conclusion

Staff members are recommending approval of a contract for community legal services with Bay Area Legal Aid for the remainder of Fiscal Year 2018-2019, in the amount of \$25,000 in accordance with the Fiscal Year 2018-19 Rent Program budget adopted by the Board.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Bay Area Legal Aid Proposal for Services

Attachment 2 –Contract



Bay Area Legal Aid  
1025 Macdonald Ave  
Richmond, CA 94801

December 14, 2018

Paige Roosa  
City of Richmond Rent Program  
440 Civic Center Plaza, Suite 200  
Richmond, CA 94804

**RE: City of Richmond Rent Program RFP for Legal Services**

Dear Paige,

Bay Area Legal Aid ("BayLegal") respectfully requests consideration for the City of Richmond Rent Program Legal Services Grant ("Legal Services Grant"). BayLegal seeks a grant of \$37,232 to expand housing legal services in Richmond, providing housing legal services to low-income community members through weekly clinics.

As a legal services nonprofit organization with more than 52 years of experience providing legal services in Richmond, and throughout Contra Costa County, BayLegal is well positioned to provide housing legal services to the Richmond community. BayLegal works to embody our mission of *providing meaningful access to the civil justice system through quality legal assistance, regardless of a client's location, language or disability*. We embody our mission by ensuring our services are physically accessible: BayLegal's Contra Costa County Regional office is located in downtown Richmond, a few blocks from the Richmond BART station, and services are provided at eight mobile justice sites throughout the County. BayLegal's services are accessible to community members in a variety of languages: collectively, our staff speaks more than 16 languages and provides access to interpreters whenever necessary. Furthermore, BayLegal's services are culturally competent and trauma informed so that identities and experiences such as socioeconomic status, race, gender, and religion are not barriers to access.

Access to affordable housing is one of BayLegal's priorities, and BayLegal has extensive experience in the areas of eviction, habitability, fair housing, and subsidy preservation. BayLegal desires to increase housing services in Richmond because market forces have destabilized Richmond's rental housing market over the last decade, creating mass displacement and gentrification. BayLegal has seen an unprecedented increase in the number of community members seeking housing legal services, and our ability to meet increasing need has been limited by our current resources.

Despite our limited resources, BayLegal's Contra Costa office has already successfully assisted more than 1800 Contra Costa County families with housing legal services this year and partnering with the City of Richmond will allow us to increase the number of families served. Increasing the number of families served will help ensure that Richmond residents both understand their legal rights with regard to housing and have the tools they need to exercise their rights. We'd be honored to provide housing legal services in the Richmond community. Thank you for your consideration.

Sincerely,

Sarah Demarest  
Grants Officer  
Bay Area Legal Aid  
(510) 250-5218  
[sdemarest@baylegal.org](mailto:sdemarest@baylegal.org)

Enclosures

II: Non-Profit Organization Information

Bay Area Legal Aid's (BayLegal's) mission is to *provide equal access to the civil justice system and high quality legal assistance throughout the Bay Area, regardless of a client's location, language or disability*. In 2000, three legal services programs--including Contra Costa Legal Services Foundation (founded in 1966)--merged to form Bay Area Legal Aid. With a staff of 130 attorneys and advocates, BayLegal has grown to become the largest poverty law firm in the San Francisco Bay Area, serving residents of Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, and Santa Clara counties through six community-based offices and the largest general legal intake and advice hotline in California, the Legal Advice Line (LAL).

**BayLegal served over 3,400 Contra Costa County families in 2017.** Accessibility is a high priority, and BayLegal offers multiple points of entry for community members. BayLegal staff members provide assistance at our Contra Costa County regional office (located at 1025 Macdonald Avenue in Richmond), and utilizes eight mobile justice sites throughout the county to ensure residents are able to access services regardless of where they live. Our mobile justice sites include the county's SparkPoint Centers, Monument Crisis Center, and the Richmond and Pittsburg courthouses, where BayLegal offers Debtors' Rights clinics and Domestic Violence Restraining Order clinics. BayLegal also provides mobile services at the Reentry Success Center in Richmond and Good Will Inc. Additionally, BayLegal offers two region-wide hotlines: our Legal Advice Line and Health Consumer Center, which are staffed by multilingual attorneys that provide immediate advice, counsel and referrals.

BayLegal provides wraparound legal assistance in areas of law that most significantly affect low-income people's self-sufficiency, including:

- ***Housing and homelessness prevention***, combating illegal evictions, discrimination, foreclosure, substandard and other housing rights violations;
- ***Health care access***, assisting clients with accessing coverage, terminations or denials of health insurance programs, and navigating the Affordable Care Act (ACA);
- ***Income and economic security***, ensuring access to basic income and support services for individuals, families and at-risk youth eligible to receive public benefits;
- ***Consumer protection***, helping low-income consumers access mainstream consumer credit and banking services, dispute credit inaccuracies, stop erroneous debt collection, reduce debt and avoid bankruptcy so they can move into economic self-sufficiency; and,



- *Domestic violence and sexual assault prevention*, helping clients secure restraining orders, divorces, child, spousal and other support orders, and immigration relief (VAWA and U-Visa).

BayLegal also provides targeted legal services for vulnerable populations including *veterans, formerly incarcerated people*, and *transition age youth* including Commercially Sexually Exploited Children (CSEC), youth with disabilities, mental health issues, and/or involvement in the dependency or delinquency systems.

BayLegal is an integral part of Contra Costa County's safety net of services for low income residents. Throughout this history, BayLegal has had great success with its approach, serving thousands of clients and fulfilling federal, state and local government contracts, including grants from the Legal Services Corporation, the U.S. Department of Housing and Urban Development (for fair housing work), the U.S. Department of Justice (for violence prevention and trafficking work), the California Department of Managed Healthcare and Covered California (both for healthcare work).

BayLegal is currently providing legal services to the following municipal organizations in the Bay Area:

**Contra Costa County**

**Contra Costa County Employment and Human Services Division**

*40 Douglas Drive, Martinez, CA 94553*

**Contra Costa County Health Services- Public Health Division**

*2500 Bates Ave, Ste B, Concord, CA*

**City of Concord (CDBG Collaborative)**

*1950 Parkside Drive, MS/10A, Concord, CA 94519*

**City of Antioch (CDBG collaborative)**

*200 H Street, Antioch, CA 94509*

**Alameda County**

**City of Oakland**

*150 Frank H. Ogawa Plaza, Ste. 4340; Oakland, CA 94612*

**Alameda County Health Care Services Agency**

*1000 San Leandro Blvd, Ste 300, San Leandro, CA 94577*

**Alameda County Probation Department**

*111 Jackson St, Oakland, CA 94607*

**Alameda County Behavioral Health Care Services Agency**

*1900 Embarcadero Ste 205, Oakland, CA 94606*

**Alameda County Social Services Agency**

2000 San Pablo Ave, Fl 4, Oakland, CA 94612  
**Alameda Housing and Community Development**  
224 Winton Ave, 108, Hayward, CA 94544  
**City of Fremont**  
39155 Liberty St, PO Box 5006, Fremont CA 94537

**San Francisco County**  
**San Francisco Mayor's Office of Housing**  
1 S Van Ness Ave, Fl 5, San Francisco, CA 94103  
**San Francisco Department of Status Against Women**  
25 Van Ness Ave, Ste 240, San Francisco, CA 94102  
**San Francisco Human Services Agency**  
PO Box 798, San Francisco, CA 94120

**Santa Clara County**  
**Santa Clara County Office of Adult Reentry**  
151 W. Mission St, San Jose, CA 95110  
**Santa Clara County Social Services Agency**  
333 W. Julian St, Ste 100, San Jose, CA 95110  
**Redwood City Community Development**  
1017 Middlefield Rd, PO Box 391, Redwood City, CA 94064

### **III. Organizational Capacity and Experience**

- a. *Organization's expertise ability to provide services to Tenants and Landlords as well as your, or the firm or organization's expertise and ability to provide services in the following areas*

BayLegal's Contra Costa County Regional Office staff includes 12 full time attorneys with expertise in housing, healthcare, public benefits, and domestic violence family law. BayLegal prioritizes serving low-income individuals and families with incomes at or below 200% of the Federal Poverty Level (\$41,560 for a family of three) and focuses its resources on serving the most underserved and vulnerable populations.

Underserved and vulnerable populations include individuals with limited English proficiency, people with disabilities, immigrants, domestic violence survivors, formerly incarcerated people, the LGBTQ community, at-risk youth, and people who are homeless. All of BayLegal's services are provided free of charge and in a culturally and linguistically competent manner. In order to provide culturally and linguistically competent services BayLegal employs multilingual staff, utilizes

translation/interpretation assistance, and provides staff trainings on a number of diversity and inclusion topics including serving transgender clients, eliminating bias, and providing trauma informed legal services.

Clients access legal services through BayLegal's Legal Advice Line and Health Consumer Center hotlines, its county regional office in Richmond, or at various mobile sites throughout the county. To date in 2018, BayLegal's Contra Costa County Regional staff has provided legal services to more than 3,500 families in the County.

*i. Knowledge of tenant and landlord law*

BayLegal's Contra Costa County housing attorneys have extensive knowledge of CA tenant and landlord law and regularly litigate evictions pursuant to state law. Our staff conducts weekly intakes at multiple sites throughout Contra Costa and offers a range of legal services designed to enforce tenant's rights under state law. For example, individuals facing termination of tenancy may receive advice and counsel as to their rights, *in propia persona* assistance with time-sensitive pleadings and/or full-scope representation, including discovery, negotiations and trial. We also regularly provide counsel and advocacy on habitability issues, security deposits, utilities, landlord entry, and nuisance/quiet enjoyment. In clinic settings, we have provided legal services to both landlords and tenants.

*ii. Knowledge of applicable Federal and State regulations related to rental housing*

During the height of the foreclosure crisis, BayLegal's housing team supported the passage of Richmond's 2009 *Protecting Tenants After Foreclosure* ordinance, which provided cutting-edge protections from bank and real estate owned (REO) evictions following foreclosure. BayLegal attorneys utilized the ordinance both in and out of court to keep Richmond families in their homes and to vindicate the rights of leaseholders. As tenant protections continued to expand under state and federal law, our staff stayed apprised of legal changes and utilized legal tools and strategies to help prevent further displacement.

BayLegal's housing team is accustomed to simultaneously analyzing federal, state and local law; for example, protections for domestic violence survivors are found in federal law (VAWA), state law, and in the Low-Income Housing Tax Credit program. While the state and federal protections are similar in substance, they have differing scopes. Our years of experience advocating for survivors has allowed us to develop expertise in their housing rights and allows us to effectively navigate overlapping authorities.

Similarly, BayLegal's housing attorneys regularly represent individuals and families in public housing and project based properties and are intimately familiar with the rights afforded to program participants pursuant to federal regulation and due process. Moreover, we understand the impact these processes have on state eviction proceedings and can leverage them to preserve housing and maximize client outcomes.

Our long-standing expertise working with veterans, individuals with criminal records and systems involved youth has given us extensive experience working with the explicit rights for each of these vulnerable populations. We regularly represent individuals at administrative hearings controlled by federal regulation and concurrent state eviction proceedings and are accustomed to the corresponding burdens, processes and forums for each. Our regional fair housing program routinely works with both state and federal offices to vindicate the right of our clients to be free from housing discrimination.

*iii. Knowledge of local rent control and just cause for eviction ordinances, including the City of Richmond's Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance*

Our housing attorneys are intimately familiar with Richmond's Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinances. As market forces destabilized Richmond's rental housing market over the last decade, creating the conditions for mass displacement and gentrification, BayLegal began receiving an unprecedented amount of requests for housing legal assistance. In response, BayLegal worked alongside local tenants' rights organizations and began advocating for the passage of the Just Cause/Rent Control ordinance. Knowing the importance of the recently passed ordinance to Richmond tenants, BayLegal successfully intervened to protect the ordinance and ensure that the Court had the opportunity to hear specific examples of the impact of the Ordinance.

Our attorneys are intimately familiar with the substantive and legal procedures set out in the Ordinance and its potential to stabilize Richmond's tenant community. At each stage of the Ordinance's inception, BayLegal developed community education and self-help materials to ensure tenants and landlords were aware of their rights and responsibilities, including sample letters and forms. BayLegal continues to assist in such matters as possible with limited capacity and will use our expertise of the Ordinance if awarded this grant to expand services to Richmond residents.

*iv. Providing services to diverse populations, in terms of native language, socioeconomic status, race, ethnicity, gender, and religion*

BayLegal has more than 52 years of experience providing culturally competent, trauma informed services to diverse populations. Additionally, BayLegal's employees are representative of the diverse communities we serve. BayLegal staff includes people of color, LGBTQ community members (including transgender and nonbinary attorneys), people of different faiths, and multilingual attorneys and advocates (who collectively speak more than 16 languages). BayLegal offers cultural competency training for staff on an ongoing basis and seeks to provide culturally competent and trauma informed services to clients.

*b. Please describe your agency's familiarity and ability to serve residents of public housing, tenants with Section 8 Housing Choice Vouchers, residents of Low Income Housing Tax Credit properties, and other subsidized housing programs.*

BayLegal staff has extensive experience working with federally subsidized housing programs, including public housing, project based housing, HCVP "Section 8" vouchers and a variety of rehabilitation and RAD converted properties. Effective advocacy for individuals in these properties is critical, because subsidized housing opportunities are limited and vulnerable populations are unlikely to secure subsidized housing once it is lost. Our firm has developed expertise in navigating these processes and securing favorable outcomes for our clients.

BayLegal regularly files writs of mandate to challenge erroneous administrative decisions, preserve our clients' program participation, and to enforce their rights. BayLegal makes requests for reasonable accommodations for disabled clients and advocates for tenants living in subsidized housing to receive overdue repairs and maintenance. When necessary, BayLegal files lawsuits to enforce our client's rights to clean, safe housing and leverages agreements to make repairs and compensate clients for owner neglect. Additionally, BayLegal works with Low Income Housing Tax Credit properties ("LIHTC") and recognizes the importance of this major source of below market housing stock.

While LIHTC properties lack many procedural protections, tenants are minimally entitled to "Just Cause" terminations and these properties frequently need to be reminded of that obligation. Through our reentry program, we deal with LIHTC properties maintaining discriminatory admissions policies (unilaterally banning "all felons," for example). While LIHTC properties are not bound by HUD regulations

concerning the admissions of individuals with criminal records, such policies are run afoul of the Fair Housing Act and Richmond's "Fair Chance" Ordinance.

- c. *Provide the names and resumes of any key personnel that will be working directly with the Rent Program, Board, and Richmond community members.*

To provide wrap-around support, the project draws on the breadth of expertise and experience found among staff based in BayLegal's Contra Costa office, including Managing Attorney Adam Poe, Regional Housing Counsel Lauren DeMartini, and housing attorneys Mihaela Gough and Henrissa Bassey.

#### **IV. Goals and Outcomes**

##### *The HOUSED Project*

The housing crisis in Richmond continues to push out many vulnerable and long-time low-income residents, including the elderly, disabled, immigrants, and tenants of public and subsidized housing, all of whom are typically unable to find alternative housing if they are displaced. These populations experience a significant number of evictions each year, are the least capable of navigating the legal system unaided, and are the most likely to end up homeless as a result. As such, this project aims to assist these underserved populations by conducting twenty (20) housing clinics where community members will 1) receive legal information regarding their legal rights, responsibilities and processes, 2) obtain brief services including assistance with preparing letters to assert legal rights and Rent Program and Court forms, and 3) procure legal representation.

HOUSED clinics will be held one day a week for 20 weeks in Richmond, beginning in February 2019. The clinics will be located in Richmond, either at BayLegal's Richmond office, or at another location (to be confirmed in January 2019). At HOUSED clinics, BayLegal staff will conduct intakes and provide legal information, advice, and representation (when eligible). BayLegal will make every effort to assist all clinic attendees and will coordinate with other housing legal services providers and legal services organizations (e.g. Eviction Defense Collaborative, Contra Costa County Bar Association Lawyer Referral Service) to coordinate legal services when necessary.

Information and brief services will pertain to a number of housing related legal issues including, but not limited to: evictions, habitability, utilities, security deposits, reasonable accommodations, and other landlord/tenant concerns.

BayLegal staff will also provide attendees with written fair housing information and information on various housing topics (example topics include: housing rights, landlord responsibilities, reasonable accommodations), and will offer referrals to peer legal services organizations as necessary. Brochures and written materials will be made available in a minimum of English, Spanish, and Chinese and BayLegal will staff the HOUSED clinics with mono and multilingual staff. Information will also be available in a manner that is effective for persons with hearing, visual and other communications-related disabilities.

In addition to a dedicated supervising attorney, BayLegal will utilize volunteers and interns to ensure a minimum of three staff members per clinic. BayLegal will not hire additional staff for this program at this time.

The HOUSED project will include weekly intakes for households requiring more in depth assessment and follow-up, for example, for rent adjustment petitions and advocacy around habitability defects. The program will provide extended legal representation services for eligible cases including representation for negotiation, trial, administrative hearing or affirmative litigation.

BayLegal's services will be culturally competent and available in Spanish and other languages (via telephone translation). Clinic services are available to any resident of Richmond regardless of immigration status.

To provide wrap-around support, the project draws on the breadth of expertise and experience found among staff based in BayLegal's Contra Costa office, including Managing Attorney Adam Poe and housing attorneys Mihaela Gough, Henrissa Bassey, and Lauren DeMartini.

The primary goal of this project is to help low-income Richmond residents avoid eviction and homelessness, save their housing and subsidies, and protect their rights to safe and affordable housing.

The desired outcomes include:

- 1) By the end of the grant period, a *minimum* of seventy-five (75) Richmond residents will have received legal information and/or brief services as a result of the HOUSED clinics.
- 2) By the end of the grant period, a *minimum* of nine (9) Richmond residents will have received (or be in the process of receiving) extended legal representation related to enforcement of the Richmond Ordinance.
- 3) Client surveys will be administered to all clinic attendees. Of completed surveys,

75% of respondents will identify as having an increased understanding of the court process and their rights with regard to housing.

- 4) Eighty percent (80%) of legal representation cases will have a favorable outcome.

To evaluate the success of the project, BayLegal will track 1) the number of participants served during the project period; 2) legal issue(s); 3) the type of service(s) provided; and 3) the final outcome of each matter taken for representation.

The success of the HOUSED project will be measured in two ways. First, BayLegal will obtain a favorable outcome in eighty percent (80%) of legal representation cases. A favorable outcome means that BayLegal helped legal representation clients exercise their legal rights by successfully preventing eviction, or preserving housing. Second, seventy-five percent (75%) of all Richmond residents served in the HOUSED project will identify as having an increased understanding of the Court or Rent Program process and their legal rights.

## **V. Service Approach**

- a. *What is your experience serving undocumented immigrants and low income residents with respect to rental housing issues? How would your organization ensure the same level of service regardless of citizenship status?*

Generally, prospective clients who are legal permanent residents, refugees/asylees, have conditional entry, victims of trafficking, and spouses, children and parents of U.S. citizens are also eligible for services. If a prospective client is not a U.S. Citizen and does not fall into one of the above categories, every effort to provide legal information and referrals will be made.

- b. *Describe any limitations or criteria your organization would employ to determine who is eligible to receive legal services (e.g. income limits, citizenship requirements, affiliation, etc.).*



*BayLegal has no restrictions for providing legal information and assistance in the Housing Law Clinics. As a recipient of Legal Services Corporation funding, and in recognition of the high cost of living in the Bay Area, BayLegal prioritizes representation for households with gross income of up to 200% of Federal Poverty Level (\$41,560 for a family of three).*

BayLegal's process for determining financial eligibility for representation begins at the time of intake when staff collects verbal information about the sources of the prospective client's income and assets. Hard copy verification of financial and income information is not required to determine if a client is financially eligible to receive assistance.

- c. If awarded this contract, would your agency allocate funds to hire additional staff and obtain additional resources, as opposed to relying on existing resources?*

If awarded this contract BayLegal will utilize existing resources and staff, as well as volunteers and interns, to implement the HOUSED project. BayLegal will not hire additional staff for this project at this time.

- d. Does your organization have capacity to translate documents into multiple languages and communicate with Tenants and Landlords in multiple languages? If so, please indicate those languages.*

BayLegal has capacity to translate documents into multiple languages and communicate with Tenants and Landlords. Collectively, BayLegal staff speaks more than 16 languages fluently including Spanish, French, Farsi, Hindi, Urdu, Arabic, Punjabi, Russian, Cantonese, Mandarin, Korean, Hebrew, Yoruba, Tagalog, Nepali, and Vietnamese.

#### **VI. Supporting Documents**

Please see attached.

**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:                      PR No:	P.O./Contract No:
Description of Services: Provide legal advice and advocacy to qualifying Low Income Richmond Residents for housing related issues in connection with the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and other applicable Rent Board resolution, regulation, rules, and/or policies.	

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 "RENT BOARD") and the following named Contractor:

Company Name: Bay Area Legal Aid  
 \_\_\_\_\_  
 Street Address: 1025 Macdonald Avenue  
 \_\_\_\_\_  
 City, State, Zip Code: Richmond, CA 94801  
 \_\_\_\_\_  
 Contact Person: Adam Poe, Managing Attorney  
 \_\_\_\_\_  
 Telephone: (510) 233-9954 ext. 2616 Email: apoe@baylegal.org  
 \_\_\_\_\_  
 Business License No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

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

2. **Term.** The effective date of this Contract is March 1, 2019, and it terminates June 30, 2019, unless terminated as provided herein.
3. **Payment Limit.** RENT BOARD's total payments to Contractor under this Contract shall not exceed \$25,000. RENT BOARD 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 of the Richmond Rent Program.
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.

**ITEM F-5  
ATTACHMENT 2**

5. Rent Board Obligations. RENT BOARD 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

CONTRACTOR:

\_\_\_\_\_

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: \_\_\_\_\_  
Board Legal Counsel

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

(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  
Payment Provisions

Exhibit A  
Exhibit B

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ATTACHMENT 2**

Authorized Representatives and Notices  
General Conditions  
Special Conditions  
Insurance Provisions

Exhibit C  
Exhibit D  
Exhibit E  
Exhibit F

EXHIBIT A  
SERVICE PLAN

1. **Scope of Services:** For purposes of this Service plan an eligible participant shall mean a Low-Income (as defined by HUD guidelines for Contra-Costa County) Richmond Resident who meets the Contractor's service criteria. Contractor shall provide and perform the services set forth below in a satisfactory and proper manner as determined by either the RENT BOARD or Executive Director of the Richmond Rent Program, and in accordance with the terms and conditions of this Contract, as described below:

Activity No. 1: Legal Clinic

Create and Operate a Legal Clinic in the City of Richmond to provide legal information and assistance regarding housing related legal issues that implicate the Fair Rent, Just Cause, and Homeowner Protection Ordinance (hereinafter, "Rent Ordinance") and accompanying Rules and Regulations. Legal information and assistance will include, but is not limited to, the following issues: evictions, habitability, utilities, security deposits, reasonable accommodations, and other landlord/tenant concerns. Additionally, the Legal Clinic will assist eligible participants in drafting letters and other documents that implicate rights and obligations under the Rent Ordinance and accompanying Regulations. Finally, Contractor shall appoint a supervising attorney to administer the Legal Clinic and ensure that each Legal Clinic is staffed by at least three (3) staff members.

Activity No. 2: Supplemental Legal Clinic Services

Contractor will provide weekly intake sessions for households requiring more in-depth assessments and follow-up that they may not otherwise receive through the Legal Clinic. These services will provide for more enhanced legal consultations that include more in-depth investigation and/or direct counsel intervention. This may include the filing of an administrative petition or submitting pertinent legal documents on behalf of an eligible client, and where feasible, extended legal representation in forums that include, but are not limited to, mediation, negotiation, administrative hearings, trial, and/or affirmative litigation.

Activity No. 3: Referrals to Peer Legal Services Organizations

Develop and implement a referral system whereby Contractor coordinates with other housing legal service providers, other departments/services within Contractor's organization, and/or legal services organizations to supplement legal services that otherwise cannot be adequately provided under this Contract, with the goal of providing adequate wrap-around support to eligible participants.

2. **Goals:** Contractor agrees to adhere to the following descriptions of goals. Where applicable, the goals of this service plan shall be measured by the participation of unduplicated participants. An unduplicated participant shall mean an eligible participant who has received no more than one direct service during a given month on the same issue. An eligible participant may be counted as more than one unduplicated participant where that participant has received services on an issue unrelated to the original issue of the initial service.

Activity No. 1: **Legal Clinic**

During the duration of fiscal year 2018-2019, Contractor shall conduct at least one legal clinic per week for a total of at least 17 legal clinics. Additionally, within these legal clinics Contractor shall, at a minimum, provide sixty-four (64) eligible unduplicated participants with legal information and assistance.

Activity No. 2: **Supplemental Legal Clinic Services**

During the duration of fiscal year 2018-2019, Contractor shall, at a minimum, provide seven (7) eligible unduplicated participants with legal representation related to the enforcement of the Richmond Rent Ordinance.

Activity No. 3: **Referrals to Peer Legal Services Organizations**

During the duration of fiscal year 2018-2019, Contractor shall, at a minimum, provide for twelve (12) legal referrals to peer legal service providers, institutional internal services, and/or legal services organizations.

3. **Measurement:** To measure the success of this service plan, Contractor will track the following:
  - a. The number of participants (which includes unduplicated and duplicated participants) served during the duration of this Contract.
  - b. The categories of encountered legal issues and the outcomes or resolutions of those legal issues.
  - c. The categories of services provided including, but not limited to, drafting/assisting in responding to unlawful detainers, drafting/assisting in writing letters to landlords/tenants regarding habitability, reasonable accommodations, etc., drafting/assisting in completing administrative petitions, referrals, providing legal representation in negotiations, mediations, administrative hearings, trials and providing other types of brief legal services and advice.
4. **Outcomes:** Successful outcomes of this service plan shall be measured in three ways:
  - a. Contractor shall conduct participant surveys which measure satisfaction of services on a scale of one through five (1-5). Contractor must maintain an average score of three (3) to have been considered successful under this service plan.
  - b. Contractor shall obtain a favorable outcome in eighty percent (80%) of legal representation. For the purposes of this subsection, a favorable outcome means that Contractor helped legally represented clients exercise their legal rights by successfully preventing eviction or preserving housing.
  - c. Contractor shall obtain a favorable outcome in seventy-five (75%) of all participants

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served in the Legal Clinic. As used herein, a favorable outcome shall be measured by participants identified increased understanding of the Court or Rent Program process and their legal rights. Such measurement may be obtained through surveys or other acceptable common industry means.

5. **Intake Forms:** Contractor shall create an intake form to track eligible participant 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 Contractor. The form may be faxed to Contractor with a follow-up call or email to confirm receipt. RENT BOARD agrees that these intakes and all eligible participant-related documents and information shall be subject to and protected by California's Attorney-Client Privilege and Attorney-Client Confidentiality. In the event RENT BOARD would like to review the client-related documents and/or obtain information related to clients served pursuant to this Contract, Contractor 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 RENT BOARD to review the file. Furthermore, RENT BOARD agrees that a direct referral from the RENT BOARD does not impose any additional obligations upon Contractor for the provision of services.
  
6. **Reports:** Contractor shall submit monthly reports detailing the number of eligible participants served and pertinent data regarding their tenancies and demographics, as described in paragraphs one through four (1-4). These reports shall have client names and addresses redacted to preserve attorney/client privilege, with full records maintained at Contractors' office for review if necessary.

**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 \$6,250 per month, and will submit monthly invoices in accordance with the procedures as provided below.
2. Under no circumstances shall Contractor bill for travel time, unless pre-approved by the Executive Director of the Richmond Rent Program or their designee.
3. 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, etc.) Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the RENT BOARD. Contractor may be required to provide back-up material upon request.
4. 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
5. All invoices that are submitted by Contractor shall be subject to the approval of the Executive Director, Nicolas Traylor, before payments shall be authorized.
6. The RENT BOARD will pay invoice(s) within 45 days after completion of services to the RENT BOARD satisfaction. The RENT BOARD shall not pay late fees or interest.
7. 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.
8. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the RENT BOARD. 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 RENT BOARD shall be addressed to the Executive Director of the Richmond Rent Program, as delineated below in section 1.1, who is 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 RENT BOARD 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 RENT BOARD, 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 RENT BOARD to any obligation or to act as RENT BOARD'S agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, RENT BOARD 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 RENT BOARD within a reasonable time, shall be deemed assigned to RENT BOARD. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to RENT BOARD 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 RENT BOARD 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 Executive Director of the Richmond Rent Program. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, RENT BOARD reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving RENT BOARD's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, RENT BOARD 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 RENT BOARD, not at RENT BOARD's expense, in every proper way to secure the RENT BOARD's in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to RENT BOARD of all pertinent information and data with respect

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thereto. Contractor shall also assist RENT BOARD in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which RENT BOARD 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 RENT BOARD in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which RENT BOARD shall deem necessary in order to assign and convey to RENT BOARD, 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 RENT BOARD, 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 RENT BOARD, the State of California, and the United States Government. If the project or services set forth in Exhibit A shall be performed on RENT BOARD or other public property, RENT BOARD shall have the right to inspect such work without notice. If such project or services shall not be performed on RENT BOARD or other public property, RENT BOARD shall have the right to inspect such work upon reasonable notice, subject to Bay Area Legal Aid'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 RENT BOARD. In the event that the project or services set forth in Exhibit A are also itemized by price, RENT BOARD, 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 RENT BOARD, 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 RENT BOARD, subject to Contractor's duty to maintain attorney/client privilege and client confidentiality.

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

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funding period. Upon request, Contractor shall make these records available to authorized representatives of the RENT BOARD, the State of California, and the United States Government, subject to Contractor's duty to maintain attorney/client privilege and client confidentiality.

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 RENT BOARD. 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 RENT BOARD 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 RENT BOARD 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 RENT BOARD access to the record keeping and accounting personnel of Contractor.

RENT BOARD 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 RENT BOARD or Executive Director of the Richmond Rent Program, may authorize extra and/or changed work. Contractor expressly recognizes that other City of Richmond 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.

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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 RENT BOARD or the Executive Director of the Richmond Rent Program of the fact. The RENT BOARD or the Executive Director of the Richmond Rent Program 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 RENT BOARD or the Executive Director of the Richmond Rent Program determines that such work does constitute extra work, RENT BOARD 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 RENT BOARD and Contractor and executed by Contractor and the Executive Director of the Richmond Rent Program.

In the event RENT BOARD or the Executive Director of the Richmond Rent Program 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 the Executive Director of the Richmond Rent Program staff, said determination may be appealed to the RENT BOARD; provided, however, a written appeal must be submitted to the Executive Director of the Richmond Rent Program within five (5) days after the 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 RENT BOARD'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. RENT BOARD 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 RENT BOARD, 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 RENT BOARD.
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 RENT BOARD; provided, however, that RENT BOARD 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, RENT

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BOARD and or Executive Director of the Richmond Rent Program 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 RENT BOARD. 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 RENT BOARD 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 RENT BOARD's last payment shall be transferred and assigned to RENT BOARD. Additionally, in the event of such termination, the RENT BOARD 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, RENT BOARD or Executive Director of the Richmond Rent Program 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 RENT BOARD by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the RENT BOARD 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 RENT BOARD 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 RENT BOARD 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 RENT BOARD, 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 RENT BOARD. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the RENT BOARD and its officers, agents, employees,

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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 RENT BOARD, 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 RENT BOARD, 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 RENT BOARD, the RENT BOARD 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

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for damages.

16. Safety. Contractor acknowledges that the RENT BOARD 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 RENT BOARD 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 Rent Board. No official or employee of the RENT BOARD 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 RENT BOARD 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 RENT BOARD 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 RENT BOARD's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the RENT BOARD'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



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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 RENT BOARD 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 RENT BOARD, which approval may be withheld in RENT BOARD's sole and absolute discretion. In the event that RENT BOARD, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to RENT BOARD 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 RENT BOARD'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 RENT BOARD 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 Executive Director of the Richmond Rent Program or designated Staff 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 RENT BOARD shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the RENT BOARD 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 RENT BOARD reserves the right to employ other Contractors in connection with the project.

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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 RENT BOARD, 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 RENT BOARD agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and RENT BOARD acknowledge that departures from the schedule may occur. Therefore, both Contractor and RENT BOARD 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 confidentiality, 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

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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 RENT BOARD 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 RENT BOARD 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 RENT BOARD 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 RENT BOARD 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 RENT BOARD as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to RENT BOARD; the product shall be delivered to the RENT BOARD 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, RENT BOARD and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effectuating 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. RENT BOARD warrants and represents that the signatory hereto (the Executive Director of the Richmond Rent Board) is duly authorized to enter into and execute this Contract on behalf of RENT BOARD. 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 RENT BOARD if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.

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37. Waiver. The waiver by RENT BOARD 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 RENT BOARD 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 RENT BOARD 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 RENT BOARD may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

RENT BOARD 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 RENT BOARD and the cost thereof shall be charged to Contractor.

If warranted, RENT BOARD shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, RENT BOARD 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 RENT BOARD 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.

**EXHIBIT E  
SPECIAL CONDITIONS**

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

**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.