



REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND

AGENDA

Wednesday, December 16, 2020

Link to Rent Board Meeting Agendas and Accompanying Materials:

www.ci.richmond.ca.us/3375/Rent-Board

Board Chair
Lauren Maddock

Board Vice Chair
Emma Gerould

Boardmembers
Alana Grice Conner
Virginia Finlay
(Vacant Position)

ALL BOARDMEMBERS WILL PARTICIPATE VIA VIDEO OR TELECONFERENCE

REFER TO PAGE 2 FOR INSTRUCTIONS ON HOW TO PARTICIPATE BY COMPUTER, MOBILE DEVICE, OR PHONE AS A MEMBER OF THE PUBLIC

CORONAVIRUS DISEASE (COVID-19) ADVISORY

Due to the coronavirus (COVID-19) pandemic, Contra Costa County and Governor Gavin Newsom have issued multiple orders requiring sheltering in place, social distancing, and reduction of person-to-person contact. Accordingly, Governor Gavin Newsom has issued executive orders that allow cities to hold public meetings via teleconferencing.

Both <https://www.coronavirus.cchealth.org/> and <http://www.ci.richmond.ca.us/3914/Richmond-Coronavirus-Info> provide updated coronavirus information.

Public comment will be confined to items appearing on the agenda and will be limited to the methods provided below. DUE TO THE SHELTER IN PLACE ORDERS, and consistent with Executive Order N29-20, this meeting will utilize video/teleconferencing

only. The following provides information on how the public can participate in this meeting.

How to observe and/or participate in the meeting from home:

By Computer, Tablet, or Mobile Device:

Step 1: Tune in to the videoconference at the following link:

<https://us02web.zoom.us/j/85085668264?pwd=cXc0OVlKaWJFenRPQUgzQjdnWHlNdz09>

Step 2: Enter the following password: rentboard

By Telephone:

Step 1: Dial (for higher quality, dial a number based on your current location):

US: +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 9128 or +1 253
215 8782 or +1 346 248 7799

Step 2: Webinar ID: 850 8566 8264

International numbers available: <https://us02web.zoom.us/j/85085668264>

How to make a Public Comment during the meeting:

Members of the public must submit a request to speak during the meeting by sending an email to Rent Board Clerk Cynthia Shaw at cynthia_shaw@ci.richmond.ca.us by **3:00 PM on Wednesday, December 16, 2020**. The request must include the following:

- (a) Your Name
- (b) Your Phone Number
- (c) The Item for which you wish to make a Public Comment

Requests for comments received via email during the meeting and up until the public comment period on the relevant agenda item is closed, will be accommodated as is reasonably possible and will be limited to a maximum of one to two minutes, depending on the number of commenters, as more fully described in the Rent Board meeting procedures below. The City cannot guarantee that its network and/or the site will be uninterrupted.

Accessibility for Individuals with Disabilities

Upon request, the City will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services and sign language interpreters, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested at least two days before the meeting. Requests should be emailed to cynthia_shaw@ci.richmond.ca.us or submitted by phone at (510) 620-5552. Requests made by mail to the Rent Program Office, Rent Board meeting, 440 Civic Center Plaza, Suite 200, Richmond, CA 94804 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

Effect of Advisory on In-Person Public Participation

During the pendency of the Executive Order N-29-20, the language in this Advisory portion of the agenda supersedes any language below in the meeting procedures contemplating in-person public comment.

NOTICE TO PUBLIC

The City of Richmond encourages community participation at public meetings and has established procedures that are intended to accommodate public input in a timely and time-sensitive way. As a courtesy to all members of the public who wish to participate in Rent Board meetings, please observe the following procedures:

Public Comment on Agenda Items: Persons wishing to speak on a particular item on the agenda shall file a speaker form with City staff **PRIOR** to the Rent Board's consideration of the item on the agenda. Once the clerk announces the item, only those persons who have previously submitted speaker forms shall be permitted to speak on the item. Each speaker will be allowed up to two minutes to address the Rent Board.

Public Forum: Individuals who would like to address the Rent Board on matters not listed on the agenda or on items remaining on the consent calendar may do so under Public Forum. All speakers must complete and file a speaker's card with City staff prior to the commencement of Public Forum. The amount of time allotted to individual speakers shall be determined based on the number of persons requesting to speak during this item. The time allocation for each speaker will be as follows: 15 or fewer speakers, a maximum of 2 minutes; 16 to 24 speakers, a maximum of 1 and one-half minutes; and 25 or more speakers, a maximum of 1 minute.

Conduct at Meetings: Richmond Rent Board meetings are limited public forums during which the City strives to provide an open, safe atmosphere and promote robust public debate. Members of the public, however, must comply with state law, as well as the City's laws and procedures and may not actually disrupt the orderly conduct of these meetings. The public, for example, may not shout or use amplifying devices, must submit comment cards and speak during their allotted time in order to provide public comment, may not create a physical disturbance, may not speak on matters unrelated to issues within the jurisdiction of the Rent Board or the agenda item at hand, and may not cause immediate threats to public safety.

City Harassment Policy: The City invites public comment and critique about its operations, including comment about the performance of its public officials and employees, at the public meetings of the City Council and boards and commissions. However, discriminatory or harassing comments about or in the presence of City employees, even comments by third parties, may create a hostile work environment, if severe or pervasive. The City prohibits harassment against an applicant, employee, or contractor on the basis of race, religious creed, color, national origin, ancestry, physical disability, medical condition, mental disability, marital status, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity, age or veteran status, or any other characteristic protected by federal, state or local law. In order to acknowledge the public's right to comment on City operations at public meetings, which could include comments that violate the City's harassment policy if such comments do not cause an actual disruption under the Council Rules and Procedures, while taking reasonable steps to protect City employees from discrimination and harassment, City Boards and Commissions shall adhere to the following procedures. If any person makes a

harassing remark at a public meeting that violates the above City policy prohibiting harassment, the presiding officer of the meeting may, at the conclusion of the speaker's remarks and allotted time: (a) remind the public that the City's Policy Regarding Harassment of its Employees is contained in the written posted agenda; and (b) state that comments in violation of City policy are not condoned by the City and will play no role in City decisions. If any person makes a harassing remark at a public meeting that violates the above City policy, any City employee in the room who is offended by remarks violating the City's policy is excused from attendance at the meeting. No City employee is compelled to remain in attendance where it appears likely that speakers will make further harassing comments. If an employee leaves a City meeting for this reason, the presiding officer may send a designee to notify any offended employee who has left the meeting when those comments are likely concluded so that the employee may return to the meeting. The presiding officer may remind an employee or any council or board or commission member that he or she may leave the meeting if a remark violating the City's harassment policy is made.

REGULAR MEETING OF THE RICHMOND RENT BOARD

AGENDA

5:00 PM

A. PLEDGE TO THE FLAG

B. ROLL CALL

C. STATEMENT OF CONFLICT OF INTEREST

D. AGENDA REVIEW

E. PUBLIC FORUM

F. RENT BOARD CONSENT CALENDAR

- F-1.** APPROVE the minutes of the November 18, 2020, Regular Meeting of the Richmond Rent Board. *Cynthia Shaw*
- F-2.** RECEIVE the November 2020 Rent Program Monthly Report. *Paige Roosa*
- F-3.** RECEIVE the Rent Program FY 2020-21 Monthly Revenue and Expenditure Report through November 2020. *Paige Roosa*
- F-4.** APPROVE a contract for interpretation services with Cal Interpreting and Translation with a payment limit not to exceed \$3,000 for the term January 1, 2021, through June 30, 2021. *Paige Roosa*
- F-5.** AMEND Regulation 601(A)(1) to maintain consistency with Regulation 603(A), requiring that Landlords of Controlled Rental Units file a copy of a notice of rent increase with the Rent Board within ten business days after service on the Tenant. *Paige Roosa
Charles Oshinuga*
- F-6.** AMEND Regulation 911(A), requiring that Landlords refund any rent overcharges collected in violation of the Rent Ordinance on or after its effective date of December 30, 2016. *Paige Roosa
Charles Oshinuga*

- F-7.** AMEND Regulation 1001 to clarify that Landlords of all Rental Units shall file notices of termination of tenancy and change in terms of tenancy with the Rent Board.

*Paige Roosa
Charles Oshinuga*

G. REGULATIONS

- G-1.** CONTINUE DISCUSSION on proposed Regulation 1009 in the context of Richmond Municipal Code Section 11.100.050(a)(6)(B) and ADOPT proposed Regulation 1010.

Nicolas Traylor

H. REPORTS OF OFFICERS

I. ADJOURNMENT

Any documents produced by the City and distributed to a majority of the Rent Board regarding any item on this agenda will be made available at the Rent Program Office located on the second floor of 440 Civic Center Plaza and will be posted at www.richmondrent.org.

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: December 16, 2020

Final Decision Date Deadline: December 16, 2020

STATEMENT OF THE ISSUE: The minutes of the November 18, 2020, Regular Meeting of the Richmond Rent Board require approval.

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

- | | | |
|---|--|--|
| <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 the minutes of the November 18, 2020, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-1.

This page intentionally left blank

RICHMOND, CALIFORNIA, November 18, 2020

The Regular Meeting of the Richmond Rent Board was called to order at 5:00 P.M.

Due to the coronavirus (Covid-19) pandemic, Contra Costa County and Governor Gavin Newsom have issued multiple orders requiring sheltering in place, social distancing, and reduction of person-to-person contact. Accordingly, Governor Gavin Newsom has issued executive orders that allow cities to hold public meetings via teleconferencing.

Public comments were confined to items appeared on the agenda and were limited to the methods provided below. DUE TO THE SHELTER IN PLACE ORDERS, and consistent with Executive Order N29-20, the meeting utilized video/teleconferencing only. The following provides information on how the public participated in this meeting.

The public was able to view the meeting using Zoom at the following link:

<https://us02web.zoom.us/j/82634860096?pwd=QWNYeTdBVndCeUxuU1pobHdwRXh1UT09>

Password: rentboard

Or By Telephone:

US: +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 826 3486 0096

International numbers available:

<https://us02web.zoom.us/j/kothKpMrk>

Community members who wished to make a public comment were required to submit their comments via email by 3:00 p.m. on Wednesday, November 18, 2020, to the Rent Board Clerk, Cynthia Shaw at cynthia_shaw@ci.richmond.ca.us, to be considered into the record.

PLEDGE TO THE FLAG

ROLL CALL

Boardmembers Present: Finlay, Conner and Chair Maddock.

Staff Present: Staff Attorney Charles Oshinuga, Deputy Director Paige Roosa and Executive Director Nicolas Traylor.

Absent: Vice Chair Gerould.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

None.

PUBLIC FORUM

Cordell Hindler commented by email, expressing that he feels that the public should be allowed to attend Rent Board meetings so that the public can address their concerns. He also invited Boardmembers to attend the Contra Costa Mayors Conference held on December 3, 2020, at 6:30 PM.

Sherry Zalabak was called to speak but was not present. Board Clerk Cynthia Shaw called Ms. Zalabak to inform her that her name was called to speak during Public Comment and that the Rent Board Chair wished to allow her to speak after Item G-1 under Consideration of Appeals. Ms. Zalabak declined to speak and opted to have her comments mentioned in the meeting minutes. Ms. Zalabak had concerns regarding the Contra Costa County Urgency Ordinance regarding the Prohibition on Rent Increases and requested clarity.

RENT BOARD CONSENT CALENDAR

On motion of Boardmember Finlay, seconded by Boardmember Conner, the item(s) marked with an (*) were approved with Vice Chair Gerould absent:

*F-1. Approve the minutes of the October 21, 2020, Regular Meeting of the Richmond Rent Board.

*F-2. Receive the October 2020 Rent Program Monthly Report.

*F-3. Receive the Rent Program FY 2020-21 Monthly Revenue and Expenditure Report through October 2020.

*F-4. Receive the budgeted versus actual revenue and expenditures report for the first quarter ending September 30, 2020.

CONSIDERATION OF APPEALS

G-1. Staff Attorney Charles Oshinuga presented on the matter of an appeal regarding RC19-T067. Appellant appeals only the portion of the Hearing Examiner's Decision that awarded Respondents Excess Rent in the amount of \$18,944.01, based on the theory of Original Occupancy. Specifically, the Hearing Examiner found that Respondents were Original Occupants with a Base Rent of \$1,900, and that the Appellant's failure to roll back Respondents' Rent resulted in an Excess Rent charge of \$18,944.01. On Appeal, Appellant argues that "because there is no proof other than hearsay evidence that the Petitioners resided at the property prior to July 21, 2015, and certainly no proof that the owner was aware of the supposed tenancy, the petitioners must not be considered as Original Occupants. Therefore, under law, once all Original Occupants moved out, the Landlord had the right to enter into a new Rental Agreement at a higher agreed to rent amount with the Petitioner Shrestha as per the Rental Agreement signed by the Petitioner on Jan 2017." The summation of Appellant's assertions challenge whether the Record contained substantial evidence to warrant the Hearing Examiner's decision related to Original Occupant status and Excess Rent thereof. There were no public comments on this item. All parties of the case were present. Board Clerk Cynthia Shaw swore in translator Prabhakar Shrestha to assist the Respondent. The Rent Board extended both parties' time due to translation assistance. Appellant presented for 14 minutes, then Respondent presented for 14 minutes, and finally the Appellant closed for four minutes. The Appeal hearing began and the following individuals presented their case: Bal Divaydeep Singh and Sabin Shrestha. After hearing the issues brought on appeal and considering the arguments of all parties on appeal, a motion by Boardmember Finlay, seconded by Boardmember Conner, to adopt the Staff Attorney's recommendation modifying the portion of the Hearing Examiner's Excess Rent award premised on Respondents' alleged Original Occupant status, from \$18,944.01 to \$7,622.40, passed by the following vote: **Ayes:** Boardmember Conner, Finlay and Chair Maddock. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Gerould.

REGULATIONS

H-1. The matter to (1) receive a presentation of policy options and a staff recommendation concerning the extent to which the Rent Program should facilitate the transfer of contact information between Tenants and Landlords to support a Tenant's ability to exercise their right of first refusal to re-rent a unit from

which they were previously evicted on the grounds of Owner Move-In; (2) provide direction to staff concerning proposed Regulation 1010; and (3) continue discussion on proposed Regulation 1009 in the context of Richmond Municipal Code Section 11.100.050(a)(6)(B) was presented by Executive Director Nicolas Traylor. The presentation included the statement of the issue, policy discussion and direction from the October 21, 2020, Regular Meeting of the Rent Board, right of first refusal requirement, case study research from peer jurisdictions, including Santa Monica, West Hollywood and Berkeley, the extent to which the Richmond Rent Program should assist with the facilitation of the Tenant's current contact information between Landlords and Tenants, staff recommendation, whether 11.100.050 (a)(6)(B) of the Rent Ordinance harmonizes with a policy limiting OMI evictions and the recommended action. The following individual gave comment: Ilona Clark. Discussion ensued. A motion by Boardmember Conner, seconded by Chair Maddock, directing staff to revise proposed Regulation 1010 to (1) provide that Tenants are strongly encouraged, but not required, to update the Rent Program of any changes to their permanent contact information; (2) advise Tenants that the information they provide to the Rent Program will be shared; and (3) for the Rent Program to actively assist in facilitating the exchange of the updated contact information between Tenants and Landlords, passed by the following vote: **Ayes:** Boardmember Conner, Finlay and Chair Maddock. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Gerould.

Concerning the continuation of the discussion on proposed Regulation 1009 in the context of Richmond Municipal Code Section 11.100.050(a)(6)(B) proposed Regulation 1009, a motion by Boardmember Finlay, seconded by Boardmember Conner, to continue discussion on this item at the December 16, 2020 Rent Board meeting, passed by the following vote: **Ayes:** Boardmember Conner, Finlay and Chair Maddock. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Gerould.

REPORTS OF OFFICERS

Deputy Director Paige Roosa gave a brief report about the Richmond Rapid Response Fund (R3F). She mentioned that the Rent Assistance Program, an initiative of the R3F, received \$100,000 of CARES Act from the City of Richmond. She also mentioned that partner agencies have started receiving and processing applications with the goal of awarding the funds by the deadline of December 31, 2020. She also mentioned to hope to continue raising funds. She also mentioned the Community

Workshop Webinar titled “Understanding the COVID-19 Tenant Relief Act of 2020 (AB 3088)” scheduled for Saturday, November 21, 2020, from 10:00 AM to 12:00 PM.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:30 P.M.

Cynthia Shaw and Mónica Bejarano
Staff Clerks

(SEAL)

Approved:

Lauren Maddock, Chair

This page intentionally left blank

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: December 16, 2020

Final Decision Date Deadline: December 16, 2020

STATEMENT OF THE ISSUE: The Monthly Activity Report is designed to provide members of the Rent Board and Richmond community with a summary of the Rent Program's activities for the month. Staff members find it timely to begin producing such reports on a monthly basis.

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

- | | | |
|---|--|--|
| <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: RECEIVE the November 2020 Rent Program Monthly Report - Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

F-2.

This page intentionally left blank



MEMORANDUM

TO: Executive Director Traylor and Members of the Rent Board

FROM: Paige Roosa, Deputy Director

DATE: December 16, 2020

SUBJECT: NOVEMBER 2020 MONTHLY ACTIVITY REPORT

Introduction

The Monthly Activity Report is designed to provide members of the Rent Board and Richmond community with a summary of the Rent Program's activities for the month. It is anticipated that the format, content, and detail of this report will evolve over time. Feedback concerning this report may be submitted via email to rent@ci.richmond.ca.us or by calling (510) 234-RENT (7368).

November Agency Highlights

All Rent Program staff members continue to carry out the bulk of job functions remotely, which presents us with both challenges and opportunities. The content below highlights our activities for the month.

Public Information Unit staff members hosted two Community Workshop Webinars, titled "Handling Habitability Problems (Landlord-Oriented) and "Understanding the COVID-19 Tenant Relief Act of 2020 (AB 3088)."

Staff members were especially busy in the month of November, hosting two distinct community workshops for Tenants and Landlords. The first workshop, held on Saturday, November 14, and tailored to Landlords, sought to address how to handle habitability problems in Richmond. 15 attendees received a wealth of information about the Rent Ordinance, housing inspection options, the Relocation Ordinance, Rent Board petitions, and related California Civil Codes. Presented by Rent Program Services Analyst Magaly Chavez, the workshop presentation also included information about the implied warranty of habitability, how the Rent Ordinance intersects with related local and state laws, and helpful tips for addressing habitability issues.

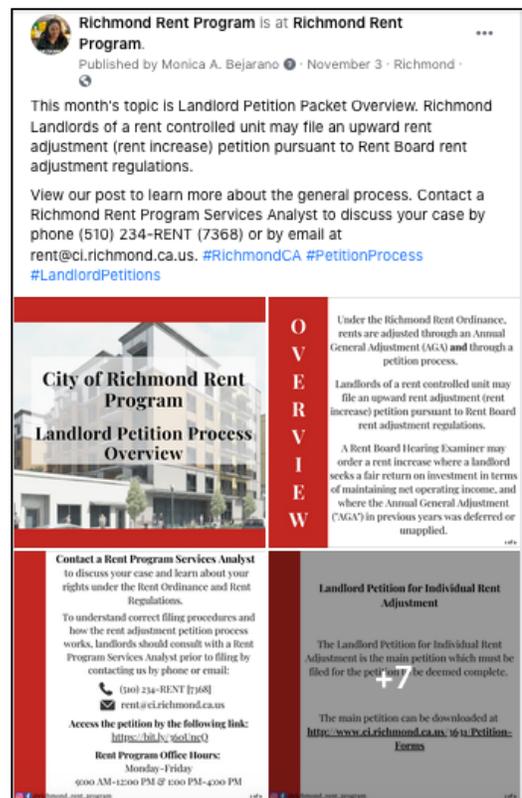




The second community workshop, held on Saturday, November 21, 2020, was attended by 24 community members and addressed the Covid-19 Tenant Relief Act of 2020. Staff Attorney and Public Information Unit Supervisor Palomar Sanchez facilitated this webinar and addressed attendee questions about their rights and responsibilities under the new State law. Additional resources for Tenants and Landlords related to the Covid-19 Tenant Relief Act of 2020, including a fact sheet and notice templates, are accessible at www.richmondrent.org. Workshop presentation materials, including recordings of both webinars, are accessible at www.richmondrent.org/workshops.

Staff members continue to support the Rent Assistance Program, an initiative of the Richmond Rapid Response Fund (R3F). Throughout the month of November, Executive Director Nicolas Traylor and I participated in development meetings to further the establishment of a Rent Assistance Program specifically for Richmond residents. Community partners including SparkPoint Contra Costa, Richmond Neighborhood Housing Services, and CHDC continued to receive and process applications for assistance. Funded in large part by the City Council’s allocation of \$100,000 in CARES Act funds as well as a contribution of \$25,000 from Chevron, the Rent Assistance Program aims to provide approximately 20 Richmond families financially impacted by Covid-19 with a grant of up to \$5,000 by December 31, 2020. For more information about Rent Assistance resources available to Richmond households, please visit <http://www.ci.richmond.ca.us/4024/Rent-Assistance-Resources>.

Public Information Unit staff members launched a series of social media efforts in November to educate the community about the Richmond Rent Program Landlord Petition Process. As part of their ongoing efforts to engage members of the public through our social media accounts, Rent Program Services Analyst Magaly Chavez and Administrative Aide Monica Bejarano developed a seven-part series detailing Landlord Rent Adjustment Petition applications including those for Rent Increases Under the Fair Return Standard: Maintenance of Net Operating Income (MNOI), Increase in Occupants Allowed, Change in Space and Services, and Restoration of Denied Annual General Adjustments (AGAs). The posts sought to guide and provide tips for community members through the Rent Adjustment Petition process. By the end of the month, we had gained additional followers on Instagram and increased our “post interactions” by 31%, meaning that the frequency with which community members interacted with our post by asking questions, commenting and liking the post, increased 31%.



Summary of Activities

I. Department Unit Activities

PUBLIC INFORMATION UNIT	<i>Current Month Occurrences</i>	<i>Prior Year Occurrences (November 2019)</i>	<i>% Change from Prior Year (November 2019)</i>
Persons Assisted By Front Office Unit (without referral to an Analyst)	212	71	198.6%
Total Consultations Provided by a Rent Program Services Analyst	554	225	146.2%
Calls Received (Phone Counseling Sessions)	191		
Emails Received	363		
Walk-Ins (includes appointments)	0		
Total Consultations Provided in a Language other than English	155	30	416.7%
Consultations Provided in Spanish	155		
Legal Service Referral Forms Completed	13	10	30.0%
Courtesy Compliance Letters Mailed	12	7	71.4%
Community Workshop Webinar Attendees (11/14/2020) Handling Habitability Problems (Landlord-Oriented)	15	12	25.0%
Community Workshop Webinar Attendees (11/21/2020) Understanding the COVID-19 Tenant Relief Act of 2020 (AB 3088)	24		
Total Hard Copy Notices Processed	6	165	-96.4%
Hard Copy Rent Increase Notices Processed	3	110	-97.3%
Hard Copy Termination of Tenancy Notices Processed	3	53	-94.3%

BILLING AND REGISTRATION UNIT	<i>Current Month Occurrences</i>	<i>Prior Year Occurrences (November 2019)</i>	<i>% Change from Prior Year (November 2019)</i>
Total Consultations with a Billing and Registration Unit Staff Member	42	55	-23.6%
Phone Call Consultations	22		
Email Consultations	20		
Enrollment Forms Processed	1	32	-96.9%
Invoices Generated	8	226	-96.5%
Payments/Checks Processed	46	96	-52.1%

ITEM F-2

BILLING AND REGISTRATION UNIT (continued)	<i>Current Month Occurrences</i>	<i>Prior Year Occurrences (November 2019)</i>	<i>% Change from Prior Year (November 2019)</i>
Payments Returned	4	1	300.0%
Compliance Actions <i>(reviewing records, exemption statuses, owner addresses)</i>	32	23	39.1%
Declarations of Exemption Processed	4	5	-20.0%
Administrative Determinations of Applicability Issued	1	N/A	N/A
Property Information Updated	9	70	-87.1%
Total Monthly Revenue Collected <i>(11/01/2020 - 11/30/2020)</i>	\$32,758	\$331,619	-90.1%
Total Revenue Collected in FY 2020-21 <i>(through 11/30/2020)</i>	\$2,125,545	\$2,266,710	-6.2%

LEGAL UNIT	<i>Current Month Occurrences</i>	<i>Prior Year Occurrences (November 2019)</i>	<i>% Change from Prior Year (November 2019)</i>
Public Records Act Requests Received	3	1	200.0%
Owner Move-In Termination Notices Reviewed	1	1	0.0%

HEARINGS UNIT	<i>Current Month Occurrenc es</i>	<i>Prior Year Occurrences (November 2019)</i>	<i>% Change from Prior Year (November 2019)</i>
Total Consultations with Hearings Unit Coordinator	44	30	46.7%
Calls/Placed Received <i>(Regarding Hearings and Petitions)</i>	9		
Emails Sent/Received <i>(Regarding Hearings and Petitions)</i>	35		
Total Landlord Petitions Received	1	0	N/A
Landlord Petitions Based on Maintenance of Net Operating Income (MNOI) Received	1		
Total Tenant Petitions Received	4	4	0.0%
Tenant Petitions Based on a Reduction in Space, Services, or Habitability Received	1		
Tenant Petition Based on Multiple Ground Received	1		
Tenant Petition for Failure to Pay Relocation Payments Received	2		

ITEM F-2

HEARINGS UNIT (continued)	Current Month Occurrences	Prior Year Occurrences (November 2019)	% Change from Prior Year (November 2019)
Total Number of Pending Petition Cases (“Pending Petition Cases” are defined as those awaiting an objection response, a decision is pending, a decision has been issued with an appeal deadline approaching, or where an upcoming hearing has been scheduled)	12	10	20.0%
Pending Tenant Petitions (As of December 9, 2020)	10		
Pending Landlord Petitions (As of December 9, 2020)	2		
Total Number of Cases Closed	2	9	-77.8%
Cases Settled	1		
Cases Dismissed	1		
Appeals Filed	1	1	0.0%
Appeal Hearings Held	1	0	N/A

II. Online Notices Filed with the Rent Program

Type of Form	Monthly Submissions/ Notices Filed	Prior Year Total (November 2019)	% Change from Prior Year (November 2019)
Agent Authorization	0	2	-100%
Proof of Excess Rent Refund	0	3	-100%
Proof of Permanent Relocation Payment	0	3	-100%
Change in Terms of Tenancy Notices Filed	0	17	-100%
Rent Increase Notices Filed	49	315	-84.4%
Termination Notices Filed ¹	17	299	-94.3%
<i>Applicable Just Cause for Eviction – Nonpayment of Rent</i>	8	283	-97.2%
<i>Applicable Just Cause for Eviction – Breach of Lease</i>	5	5	0.0%
<i>Applicable Just Cause for Eviction – Owner Move In</i>	1	3	-66.6%
<i>Applicable Just Cause for Eviction- Nuisance</i>	3	7	-57.1%

¹ Note: Termination Notices filed with the Rent Program does not indicate the number of Unlawful Detainer (eviction) lawsuits filed in court. In some cases, the Tenant may cure the issue for the notice (e.g. Tenant pays the rent that is due) and the eviction process is not initiated.

ITEM F-2

<i>Type of Form</i>	<i>Monthly Submissions/ Notices Filed</i>	<i>Prior Year Total (November 2019)</i>	<i>% Change from Prior Year (November 2019)</i>
<i>Applicable Just Cause for Eviction- Temporary Termination of Tenancy To Undertake Substantial Repairs</i>	0	1	-100%
Total Online Form Submissions	66	492	-86.6%

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: December 16, 2020

Final Decision Date Deadline: December 16, 2020

STATEMENT OF THE ISSUE: Utilizing the City's MUNIS software system, management staff are able to generate financial reports on a monthly basis detailing the Rent Program's revenues and expenditures. These reports allow management staff and the Rent Board to closely monitor the Program's financial circumstances.

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

- | | | |
|---|--|--|
| <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: RECEIVE the Rent Program FY 2020-21 Monthly Revenue and Expenditure Report through November 2020 – Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

F-3.

This page intentionally left blank

Rent Program
FY2020-21 Monthly Revenue and Expenditure Report

ITEM F-3

FUND	ORG	CHARACTER	OBJECT	ORIGINAL BUDGET	REVISED BUDGET	Per 1	Per 2	Per 3	Per 4	Per 5	Per 6	Per 7	Per 8	Per 9	Per 10	Per 11	Per 12	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
						Jul-2020	Aug-2020	Sept-2020	Oct-2020	Nov-2020	Dec-2020	Jan-2021	Feb-2021	Mar-2021	Apr-2021	May-2021	June-2021				
1018	11850065	34	LICENSES, PRMITS&FEES	340445	Rental Housing Fees	(2,609,056.00)	(2,609,056.00)	(210,035.00)	(715,808.00)	(932,667.60)	(234,276.50)	(32,757.95)	-	-	-	-	-	-	(2,125,545.05)	(483,510.95)	81.5%
					TOTAL LICENSES, PRMITS&FEES	(2,609,056.00)	(2,609,056.00)	(210,035.00)	(715,808.00)	(932,667.60)	(234,276.50)	(32,757.95)	-	-	-	-	-	-	(2,125,545.05)	(483,510.95)	81.5%
		36	INTEREST INCOME	361701	Interest	(7,785.37)	-	-	(1,854.42)	-	-	-	-	-	-	-	-	-	(9,639.79)	9,639.79	100.0%
					TOTAL INTEREST INCOME	-	-	-	(1,854.42)	-	-	-	-	-	-	-	-	-	(9,639.79)	9,639.79	100.0%
			OTHER REV/Bad Debt Recovery	364867	Revenue from Collections Agency	(7,785.37)	(7,785.37)	(2,540.28)	(6,167.59)	-	-	-	-	-	-	-	-	-	(16,493.24)	10,325.65	100.0%
					TOTAL OTHER REVENUE	-	(7,785.37)	(2,540.28)	(6,167.59)	-	-	-	-	-	-	-	-	-	(16,493.24)	10,325.65	100.0%
			TOTAL REVENUE	(2,609,056.00)	(2,609,056.00)	(217,820.37)	(715,808.00)	(932,667.60)	(242,298.51)	(32,757.95)	-	-	-	-	-	-	-	-	(2,135,184.84)	(473,871.16)	81.8%
1018	11850065	40	SALARIES AND WAGES	400001	SALARIES & WAGES/Executive	667,048.00	667,048.00	55,587.34	55,587.34	55,587.34	55,587.34	55,587.34	-	-	-	-	-	-	277,936.70	389,111.30	41.7%
1018	11850065	40	SALARIES AND WAGES	400002	SALARIES & WAGES/Mgmt-Local 21	303,316.00	303,316.00	15,501.88	13,501.88	13,501.88	16,821.77	17,159.39	-	-	-	-	-	-	76,486.80	226,829.20	25.2%
1018	11850065	40	SALARIES AND WAGES	400003	SALARIES & WAGES/Local 1021	195,857.00	195,857.00	15,832.70	15,832.70	15,832.70	15,832.70	15,832.70	-	-	-	-	-	-	79,163.50	116,693.50	40.4%
1018	11850065	40	SALARIES AND WAGES	400006	SALARIES & WAGES/PT-Temp	43,036.00	43,036.00	1,712.36	1,148.41	2,501.88	2,327.58	2,389.27	-	-	-	-	-	-	10,079.50	32,956.50	100.0%
1018	11850065	40	SALARIES AND WAGES	400031	OVERTIME/General	6,000.00	6,000.00	-	-	264.88	36.12	-	-	-	-	-	-	-	301.00	5,699.00	100.0%
1018	11850065	40	SALARIES AND WAGES	400048	OTHER PAY/bilingual Pay	9,402.00	9,402.00	773.68	854.23	827.38	900.53	900.53	-	-	-	-	-	-	4,256.35	5,145.65	45.3%
1018	11850065	40	SALARIES AND WAGES	400049	OTHER PAY/Auto Allowance	4,200.00	4,200.00	350.00	350.00	350.00	350.00	350.00	-	-	-	-	-	-	1,750.00	2,450.00	41.7%
1018	11850065	40	SALARIES AND WAGES	400050	OTHER PAY/Medical- in Lieu of	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1018	11850065	40	SALARIES AND WAGES	400079	COMP ABSENCES/WC-Prof-Mgt-Tec	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
			TOTAL SALARIES AND WAGES	1,228,859.00	1,228,859.00	89,757.96	87,274.56	88,866.06	91,856.04	92,219.23	-	-	-	-	-	-	-	-	449,973.85	778,885.15	36.6%
1018	11850065	41	FRINGE BENEFITS	400103	P-ROLL BEN/Medicare Tax-ER Shr	16,122.00	16,122.00	1,304.81	1,268.80	1,313.62	1,340.12	1,340.49	-	-	-	-	-	-	6,567.84	9,554.16	40.7%
1018	11850065	41	FRINGE BENEFITS	400105	P-ROLL BEN/Health Insurance Be	148,142.00	148,142.00	10,441.39	10,441.39	10,441.39	10,441.39	10,441.39	-	-	-	-	-	-	52,206.95	95,935.05	35.2%
1018	11850065	41	FRINGE BENEFITS	400106	P-ROLL BEN/Dental Insurance	16,258.00	16,258.00	1,217.00	1,217.00	1,217.00	1,217.00	1,217.00	-	-	-	-	-	-	6,085.00	10,173.00	37.4%
1018	11850065	41	FRINGE BENEFITS	400109	P-ROLL BEN/Employee Assistance	484.00	484.00	36.40	36.40	36.40	36.40	36.40	-	-	-	-	-	-	182.00	302.00	37.6%
1018	11850065	41	FRINGE BENEFITS	400110	P-ROLL BEN/Professional Dev-Mg	6,000.00	6,000.00	-	-	-	-	-	-	-	-	-	-	-	-	6,000.00	0.0%
1018	11850065	41	FRINGE BENEFITS	400111	P-ROLL BEN/Vision	2,123.00	2,123.00	161.00	161.00	161.00	161.00	161.00	-	-	-	-	-	-	805.00	1,318.00	37.9%
1018	11850065	41	FRINGE BENEFITS	400112	P-ROLL BEN/Life Insurance	3,717.00	3,717.00	291.40	291.40	291.40	291.40	291.40	-	-	-	-	-	-	1,457.00	2,260.00	39.2%
1018	11850065	41	FRINGE BENEFITS	400114	P-ROLL BEN/Long Term Disabilit	11,132.00	11,132.00	788.51	790.93	790.93	790.93	790.93	-	-	-	-	-	-	3,952.23	7,179.77	35.5%
1018	11850065	41	FRINGE BENEFITS	400116	P-ROLL BEN/Unemployment Ins	5,016.00	5,016.00	456.00	456.00	418.00	456.00	418.00	-	-	-	-	-	-	2,204.00	2,812.00	43.9%
1018	11850065	41	FRINGE BENEFITS	400117	P-ROLL BEN/Personal/Prof Dev	2,250.00	2,250.00	-	-	1,500.00	-	-	-	-	-	-	-	-	1,500.00	750.00	66.7%
1018	11850065	41	FRINGE BENEFITS	400118	P-ROLL BEN/Worker Comp-Injury Appt	-	-	-	-	337.62	-	-	-	-	-	-	-	-	337.62	(337.62)	100.0%
1018	11850065	41	FRINGE BENEFITS	400121	P-ROLL BEN/Worker Comp-Clerica	14,330.00	14,330.00	1,330.40	1,267.57	1,418.35	1,388.93	1,405.80	-	-	-	-	-	-	6,821.05	7,508.95	47.6%
1018	11850065	41	FRINGE BENEFITS	400122	P-ROLL BEN/Worker Comp-Prof	80,557.00	80,557.00	6,224.94	6,224.94	6,224.94	6,194.52	6,224.94	-	-	-	-	-	-	31,094.28	49,462.72	38.6%
1018	11850065	41	FRINGE BENEFITS	400124	P-ROLL BEN/CON-MEDICL EE Share	(10,500.00)	(10,500.00)	-	-	-	-	-	-	-	-	-	-	-	-	(10,500.00)	0.0%
1018	11850065	41	FRINGE BENEFITS	400127	P-ROLL BEN/OPEB	44,703.00	44,703.00	3,550.81	3,527.68	3,584.03	3,563.89	3,580.26	-	-	-	-	-	-	17,806.67	26,896.33	39.8%
1018	11850065	41	FRINGE BENEFITS	400130	P-ROLL BEN/PARS Benefits	-	-	0.80	0.80	0.53	0.27	0.27	-	-	-	-	-	-	2.67	(2.67)	100.0%
1018	11850065	41	FRINGE BENEFITS	400131	P-ROLL BEN/CON-OPEB-EE Share	(9,600.00)	(9,600.00)	-	-	-	-	-	-	-	-	-	-	-	(9,600.00)	0.0%	
1018	11850065	41	FRINGE BENEFITS	400149	P-ROLL BEN/PERS-Misc	147,443.00	147,443.00	11,723.63	11,657.01	11,839.56	11,818.92	11,827.20	-	-	-	-	-	-	58,866.32	88,576.68	39.9%
1018	11850065	41	FRINGE BENEFITS	400151	P-ROLL BEN/PERS-Misc (UAL)	223,322.00	223,322.00	21,460.45	19,509.50	21,460.45	21,460.45	21,460.45	-	-	-	-	-	-	105,351.30	117,970.70	47.2%
1018	11850065	41	FRINGE BENEFITS		TOTAL FRINGE BENEFITS	701,499.00	701,499.00	58,987.54	56,850.42	60,697.60	59,508.84	59,195.53	-	-	-	-	-	-	295,239.93	406,239.07	42.1%
1018	11850065	42	PROF & ADMIN SERVICES	400201	PROF SVCS/Professional Svcs	17,500.00	17,500.00	50.63	762.75	899.63	1,573.08	589.40	-	-	-	-	-	-	10,598.88	14,474.37	82.7%
1018	11850065	42	PROF & ADMIN SERVICES	400206	PROF SVCS/Legal Serv Cost	210,000.00	210,000.00	-	-	-	-	10,416.00	-	-	-	-	-	-	139,578.00	149,994.00	71.4%
1018	11850065	42	PROF & ADMIN SERVICES	400242	TRAVEL & TRNG/Mileage	204.00	204.00	-	-	-	-	-	-	-	-	-	-	-	-	204.00	0.0%
1018	11850065	42	PROF & ADMIN SERVICES	400243	TRAVEL & TRNG/Conf, Mtng Trng	1,224.00	1,224.00	-	-	-	-	-	-	-	-	-	-	-	-	1,224.00	0.0%
1018	11850065	42	PROF & ADMIN SERVICES	400245	TRAVEL & TRNG/Tuition Rmb/Cer	1,500.00	1,500.00	-	-	-	-	-	-	-	-	-	-	-	-	1,500.00	100.0%
1018	11850065	42	PROF & ADMIN SERVICES	400261	DUES & PUB/Memberships & Dues	800.00	800.00	-	-	-	-	-	-	-	-	-	-	-	-	800.00	0.0%
1018	11850065	42	PROF & ADMIN SERVICES	400262	DUES & PUB/Books & Subs	1,650.00	1,650.00	-	-	-	-	-	-	-	-	-	-	-	-	1,650.00	0.0%
1018	11850065	42	PROF & ADMIN SERVICES	400271	AD & PROMO/Advertising&Promo	200.00	200.00	-	279.66	143.59	-	-	-	-	-	-	-	-	423.25	(223.25)	211.6%
1018	11850065	42	PROF & ADMIN SERVICES	400272	AD & PROMO/Community Events	3,513.00	3,513.00	-	-	-	-	-	-	-	-	-	-	-	-	3,513.00	0.0%
1018	11850065	42	PROF & ADMIN SERVICES	400280	ADM EXP/Program Supplies	3,525.00	3,525.00	-	291.96	96.00	-	-	-	-	-	-	-	-	387.96	3,137.04	100.0%
			TOTAL PROF & ADMIN SERVICES	240,116.00	240,116.00	50.63	762.75	1,471.25	1,812.67	11,005.40	-	-	-	-	-	-	-	150,176.88	165,279.58	74,836.42	68.8%
1018	11850065	43	OTHER OPERATING	400231	OFF EXP/Postage & Mailing	25,432.00	25,432.00	-	3,063.35	-	-	-	-	-	-	-	-	-	3,063.35	23,368.65	12.0%
1018	11850065	43	OTHER OPERATING	400232	OFF EXP/Printing & Binding	27,181.00	27,181.00	-	1,326.46	102.40	385.66	-	-	-	-	-	-	-	1,814.52	25,366.48	100.0%
1018	11850065	43	OTHER OPERATING	400233	OFF EXP/Copying &																

This page intentionally left blank

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: December 16, 2020

Final Decision Date Deadline: December 16, 2020

STATEMENT OF THE ISSUE: In November 2020, staff members issued a request for proposals (RFP) for interpretation services to be utilized by Hearings and Public Information Units. After a thorough review of all proposals received in response to the RFP, staff members identified Cal Interpreting and Translation as the service provider most qualified to meet the needs of the agency. Staff members are therefore seeking Rent Board approval of a contract for interpretation services for the remainder of the 2020-21 fiscal year.

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

- | | | |
|---|--|--|
| <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 interpretation services with Cal Interpreting and Translation with a payment limit not to exceed \$3,000 for the term January 1, 2021, through June 30, 2021 – Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

F-4.

This page intentionally left blank



AGENDA REPORT

DATE: December 16, 2020
TO: Chair Maddock and Members of the Rent Board
FROM: Paige Roosa, Deputy Director
SUBJECT: CONTRACT WITH CAL INTERPRETING AND TRANSLATION

STATEMENT OF THE ISSUE:

In November 2020, staff members issued a request for proposals (RFP) for interpretation services to be utilized by Hearings and Public Information Units. After a thorough review of all proposals received in response to the RFP, staff members identified Cal Interpreting and Translation as the service provider most qualified to meet the needs of the agency. Staff members are therefore seeking Rent Board approval of a contract for interpretation services for the remainder of the 2020-21 fiscal year.

RECOMMENDED ACTION:

APPROVE a contract for interpretation services with Cal Interpreting and Translation with a payment limit not to exceed \$3,000 for the term January 1, 2021, through June 30, 2021 – Rent Program (Paige Roosa 620-6537).

FISCAL IMPACT:

The proposed contract with Cal Interpreting and Translation includes a payment limit of \$3,000. The adopted Rent Program budget for the 2020-21 fiscal year includes \$10,000 for translation services, \$3,000 of which is anticipated to be expended through the proposed contract.

DISCUSSION:

Background

Since 2018, the Rent Program has utilized an existing City contract with United Language Group (ULG) for on-demand verbal interpretation services during hearings and counseling sessions. ULG's services have been determined to be inadequate for Rent Program purposes, in large part due to technical difficulties and a failure to address and rectify these challenges on the part of the contractor. In search of a better

service provider, in November 2020, staff members issued a request for proposals (RFP) (Attachment 1).

The Rent Program received eight proposals in response to the RFP and established a review committee to evaluate the proposals. After a thorough review of all proposals, staff members identified Cal Interpreting and Translation as the service provider most qualified to meet the needs of the Rent Program. Cal Interpreting and Translation's proposal is included in Attachment 2.

Proposed Service Plan and Execution of Contract

The proposed contract includes the following activities, which are to be performed to the satisfaction of the Rent Board or Executive Director (Attachment 3):

Activity No. 1: Maintenance and Evaluation of Interpreters and Glossary of Terms

Contractor shall provide interpreters who have passed a nationally-accredited 40+ hour training course, and require that interpreters obtain (6) continuing education credits per year. Contractor shall train interpreters by having them study glossaries of relevant terminology in the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and corresponding Rent Board Regulations in the requested languages and brief new interpreters on the interpreting process and professional conduct when working with the Rent Board, Rent Board staff, and members of the public.

Contractor shall maintain a list of Rent Board-approved, U.S.-based, certified, accredited interpreters. If Rent Board staff file a grievance form about a specific interpreter, Contractor shall remove the interpreter from the list of Rent Board-approved interpreters, and work with the Interpreting Division Calendar Manager to identify a qualified alternate interpreter to complete either the current project, if unfinished, or future projects.

Contractor will monitor its interpreters with regular project reviews to track their progress and document anything noteworthy, from praise to issues raised by Rent Board staff. If Rent Board staff provide any negative feedback about an interpreter, the interpreter will be removed from the list of Rent Board-approved interpreter and an alternative interpreter will be provided when that language combination is next requested by Rent Board staff.

Contractor understands the importance of reliable connections during interpreting sessions, whether by phone or video conference and shall therefore provide U.S.-based remote interpreters who are required to use direct, high-speed internet connections, land lines and home offices that are free of background noise and distractions. If a call is dropped or there is a video conference "hiccup," Rent Board staff shall be able to contact the Contractor by telephone at 888-737-9009 for immediate assistance.

Activity No. 2: Scheduling of Interpretation

To request in-person, telephone, or video conference interpretation, Rent Board staff will contact the Contractor's designated Interpreting Calendar Manager (ICM), Julia Gallegos, via email (info@calinterpreting.com) or by phone ((888) 737-9009) with the date and time an interpreter is needed, the location of the interpreting session or their preferred telephonic or video remote application, the required language combination, and any other specifics related to the job. All communications will be performed electronically or by phone.

At least 24 hours before the interpreting session, Contractor's ICM shall send an Acknowledgement of Scheduling email to Rent Board staff with all the interpreting session details, including connection information for telephonic or video remote interpreting sessions, and await confirmation from Rent Board staff. Contractor will be available for weekend and evening activities as needed.

Each onsite interpreter will arrive 15 minutes prior to the scheduled interpreting session. S/he will have performed a temperature check prior to arrival, be dressed professionally, wear a mask as a COVID-19 precautionary measure, and follow any specifications provided by Rent Board staff. Telephonic and video remote interpreters will login at least 5 minutes prior to the call or video conference start time. Whether onsite, by phone or by video conference, the interpreter will perform simultaneous or continuous interpretation, as requested by Rent Board staff, and will remain objective and neutral throughout the meeting.

Contractor's ICM will record the actual interpreting session end time reported by Rent Board staff or the interpreter for billing purposes.

After the interpreting session, Contractor's ICM will note any positive or negative feedback provided by Rent Board staff, such as whether to give preference to a specific interpreter in the future.

Activity No. 3: Interpretation for Petition Hearings

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff to participate in Rent Board Petition Hearings. Rent Board Hearings typically (but not always) commence on Tuesdays and Thursdays at 10:00 a.m. PDT. When requested to participate by teleconference, Contractor shall call into a telephone conference line provided by Rent Board staff, five minutes prior to the scheduled start of the Hearing, or closely thereafter, by entering an access code provided by Rent Board staff. Breaks during the Hearing often involve disconnection and then timely calling back into the same telephone conference line and using the same access code.

Activity No. 4: Interpretation for Appeal Hearings

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff to participate in Rent Board Appeal Hearings. Rent Board Appeal Hearings typically (but not always) commence at 5:00 P.M. PDT or shortly thereafter on the third Wednesday of the month. Contractor shall not bill at a higher rate for interpretation outside of normal business hours (9:00 A.M. PDT – 5:00 P.M. PDT).

Activity No. 5: Interpretation for Counseling Sessions

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff to participate in Rent Board Counseling Sessions. Rent Board Counseling Sessions occur Monday – Friday during normal business hours (9:00 A.M. PDT – 5:00 P.M. PDT).

Activity No. 6: Interpretation for Community Workshops

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff, to provide simultaneous translation for Rent Program Community Workshops or similar events. Community Workshops are typically held on one Saturday per month from 10:00 A.M. PDT to 12:00 P.M. PDT.

Conclusion

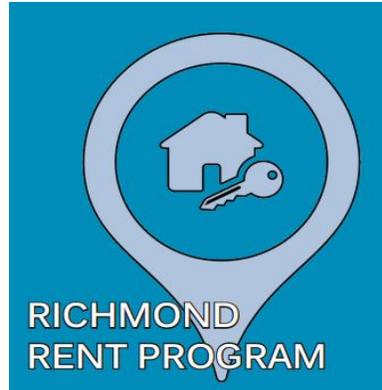
Staff members recommend approval of a contract for interpretation services with Cal Interpreting and Translation, in the amount of \$3,000 for the remainder of the 2020-21 fiscal year.

DOCUMENTS ATTACHED:

Attachment 1 – November 2020 Request for Proposals for Interpretation Services

Attachment 2 – Cal Interpreting and Translation Proposal

Attachment 3 – Proposed Contract



CITY OF RICHMOND RENT PROGRAM

**Richmond Fair Rent, Just Cause for Eviction, and
Homeowner Protection Ordinance (RMC 11.100)**

REQUEST FOR PROPOSALS FOR INTERPRETATION SERVICES

November 12, 2020

**CITY OF RICHMOND RENT BOARD
REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR
INTERPRETATION SERVICES**

The City of Richmond Rent Board (Rent Board) is soliciting proposals from qualified firms, agencies and/or individuals to provide primarily Spanish interpretation services for the Rent Board agency. The Rent Board desires to enter into an agreement for professional services with a qualified firm, agency or individuals who can demonstrate competency and experience in (1) providing interpretation support on an ongoing “as needed” basis for Hearings upon request from the client; (2) providing interpretation support on an ongoing “as needed” basis for Appeal Hearings upon request from the client; and (3) providing interpretation support on an ongoing basis ‘as needed’ basis for counseling sessions in languages other than Spanish.

Proposals must be submitted via the electronic BidsOnline system by **Friday, November 27, 2020, at 5:00 PM PDT**. If the Board finds it necessary to issue an addendum, prospective bidders will receive e-mail notification of an addendum. Otherwise, answers to questions received will be provided on the Q&A tab and notification will be sent by **Monday, November 23, 2020, at 5:00 PM PDT**. It is the proposer’s responsibility to periodically check the BidsOnline website at www.ci.richmond.ca.us/bids for any possible Addenda to the RFP that may have been posted.

Interested parties may download copies of the above mentioned proposal by visiting the City's web site, www.ci.richmond.ca.us/bids. To download the RFP, new vendors will be required to register. Once the vendor downloads all documents relative to a solicitation, that vendor's name will appear on the Prospective Bidders list for that project and will receive any addenda or notifications relating to the RFP.

INTRODUCTION

The following provides general information and instructions for applying for funds from the City of Richmond Rent Board for the services described below to be performed in the remainder of Fiscal Year (FY) 2020-2021 and FY 2021-2022. This document contains the requirements that all proposers must satisfy and/or complete.

Through this Request for Proposals (RFP), the Rent Board invites qualified firms, agencies and/or individuals to provide primarily Spanish interpretation services to meet the specific needs of the Rent Program agency. The goals of the interpretation services are to (1) provide interpretation for Hearing Unit Hearings; (2) provide interpretation support for Rent Board Appeal Hearings; and (3) provide interpretation for Richmond Rent Program counseling sessions in multiple languages other than Spanish.

Utilizing funds provided by the Rent Board’s Residential Housing Fee, this RFP seeks to contract with a firm, agency and/or individuals to meet the goals of this RFP. The Rent Board expects to award a contract according to the table set forth below.

Table 1. Available Funds in Fiscal Year 2020-21

PROGRAM	MAXIMUM AWARD	FUNDING SOURCE	APPROXIMATE NUMBER OF AWARDS
Interpretation Services	Up to \$15,000	FY 2020-21 and FY 2021-22 Rent Board Budgets <i>(funded by the Residential Rental Housing Fee)</i>	1

Funding for the requested services will be provided for the remainder of the 2020-21 Fiscal Year and the 2021-2022 Fiscal Year with the option to extend at the Rent Board’s sole discretion and contingent upon funding availability and performance. The Rent Board’s contracts are typically based on the fiscal year calendar, July 1 to June 30. The Rent Board expects the agreement to be executed in early 2021, following the Rent Board’s approval of the contract.

The selected proposer(s) will be required to enter into an agreement with the Rent Board containing the terms and conditions set forth in Attachment A: City of Richmond Rent Board Standard Contract. If you have any exceptions to the standard terms and conditions, you must note them in your proposal; otherwise, none will be considered or granted.

The Rent Board reserves the right to accept or reject any item or group(s) of items of a response/proposal. The Rent Board also reserves the right to waive any informality or irregularity in any proposal. Additionally, the Rent Board may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The Rent Board shall not be obligated to respond to

ITEM F-4 ATTACHMENT 1

any proposal submitted, nor be legally bound in any manner by submission of the proposal. The Rent Board is not required to accept the proposal with the lowest price. Responses will be evaluated to determine the most advantageous proposal based on a variety of factors as discussed herein. The Rent Board reserves the right to negotiate with any or all proposers on cost proposals, assigned staff and program deliverables.

The Rent Board reserves the right to verify any information provided during the RFP process and may contact references listed or any other persons known to have contracted with the proposer. The Rent Board reserves the right, without limitation, to execute an agreement with one or more proposers based solely on the proposal and any approved additions, and to enter into a separate agreement with another agency in the event that the originally selected proposer defaults or fails to execute an agreement with the Rent Board.

BACKGROUND

The City of Richmond Rent Board was established following voter approval of Measure L in November 2016. The Richmond Rent Board is charged with implementation of the Rent Ordinance and the Richmond Rent Program is an extension of the Richmond Rent Board, charged with the administration of the Rent Ordinance. An estimated 19,259 rental units throughout the City of Richmond are covered by the Rent Ordinance.

The Rent Ordinance, found in Richmond Municipal Code Section 11.100, and its companion Regulations, aims to “promote neighborhood and community stability, healthy housing, and affordability for renters in the City of Richmond by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under California law, while ensuring Landlords a fair and reasonable return.” To achieve its purported goal, the Rent Ordinance regulates both rents and evictions for those rental units that are covered by the Rent Ordinance’s provisions.

The Rent Ordinance authorizes both Landlords and tenants to submit Petitions with the Richmond Rent Program seeking either an additional increase in rent due to a lack of Fair Return or decrease in rent due to an uninhabitable premise or decrease in services among other reasons. Hearings are noticed after Petitions are deemed complete and the opposing party has had the opportunity to object to the Petition. Hearings are held on Tuesdays and Thursdays when noticed and parties can request interpretation services prior to the day of the Hearing. Most Hearings also include an opportunity to discuss Settlement immediately prior to starting a formal Hearing. A formal Hearing will result in a Hearing Examiner’s Decision which is appealable to the Richmond Rent Board. Appeal Hearings are noticed and scheduled during a regular Richmond Rent Board Meeting on the third Wednesday evening of the month. Parties can request interpreter services for the Appeal Hearing.

Richmond Rent Program participants generally start to know and exercise their rights through highly trained counselors that answer questions, explain the Petition process and assist throughout that process. Most counselors are bilingual in English and Spanish. Counselors, working with the public between 9:00 a.m. to 4:00 p.m. PDT regularly need interpretation services in languages other than Spanish. The required interpretation services could be accessed by appointment or upon immediate request.

SUMMARY OF REQUESTED SERVICES AND DELIVERABLES

The Rent Board intends to obtain the interpretation services by a Contractor to provide the following services upon request through June 30, 2022:

- (1) Provide interpretation support (primarily, but not exclusively, from Spanish to English and English to Spanish) on an ongoing “as needed” basis for Richmond Rent Program Hearings upon request from the client. Spanish is the predominant language requested by Hearing participants in need of interpretation. Other languages may require interpretation for participants upon request. Richmond Rent Program Hearings are generally scheduled on Tuesday and Thursday mornings at 10:00 a.m. PDT and may last until as late as 4:00 p.m. PDT with appropriate breaks.
- (2) Provide interpretation support (primarily, but not exclusively, from Spanish to English and English to Spanish) on an ongoing “as needed” basis for Rent Board Appeal Hearings upon request from the client. Richmond Rent Board Appeal Hearings are generally scheduled on the third Wednesday evening of each month starting at 5:00 p.m. PDT or thereafter and last until the Appeal Hearing is concluded.
- (3) Provide interpretation support (for language needs other than Spanish) on an ongoing “as needed” basis for Richmond Rent Program counseling sessions. Richmond Rent Program counseling sessions are generally scheduled Monday through Friday during regular business hours.

PROPOSAL SUBMISSION REQUIREMENTS AND CRITERIA

The proposal must contain the following specific information. Any additional information that the prospective Contractor wishes to include should be included in an appendix to the proposal.

1. Cover Letter: Letter of transmittal signed by an individual authorized to bind the proposing Contractor stating the prospective Contractor has read and will comply with all terms and conditions of the RFP.
2. Organizational Background: General information about the prospective Contractor, including the size of their organization, location of office(s), number of years in business, organizational chart, name of owners and principal parties, and the number and position titles of staff.
3. Scope of Services: Include a detailed description of the components of interpretation services by telephone conference, videoconference, and in person. Please include a list of the languages that may be provided and, for interpretation by telephone and videoconference, an explanation of your ability to work with various platforms (e.g. Zoom, Webex, etc.) and how you manage technological issues such as dropped calls.
4. Firm and Personnel Experience: Qualifications of staff proposed for the assignment, their position in the firm or agency, and types and amount of equivalent interpretation experience. Be sure to include any municipal agencies they have worked with and their level of involvement.
5. Relevant Experience: List of interpretation services which your firm or personnel have completed within the last five (5) years. Information should include project description, year completed, client name, along with a person to contact and his/her telephone number.
6. Sub consultants: Identification is required for any contemplated sub consultants to be used, with the identification of personnel to be assigned, their qualifications, education, and representative experience.
7. References: Please submit a list of references comprised of a listing of work similar to that identified in this RFP.
8. Fee Schedule: The fee schedule shall include the hourly or any other rates for each personnel category to be used on the project and/or fee for each deliverable. The fee schedule shall include the proposed fees and availability for each deliverable.
9. Conflict(s) of Interest: Agencies submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interests that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided. If a firm has no conflicts of interest, include a statement to that effect in the proposal.
10. Proof of Insurance: Please submit proof of general liability insurance and/or errors and omissions insurance concerning the interpretation services to be provided.

TIMELINE AND PROCESS

The following is the anticipated timeline related to this RFP. Please note that this timeline may be amended if the Rent Board deems it necessary.

Table 2. Proposed Timeline

PROPOSED DATE	ACTION
Thursday, November 12, 2020	Release of RFP
Friday, November 20, 2020	Last day to submit questions regarding the RFP
Friday, November 27, 2020	Responses to RFP due
Week of November 30, 2020	Panel reviews proposals and submits recommendation to Executive Director; Executive Director selects desired Contractor
Monday, December 7, 2020	Selected Contractor is notified
Week of December 7, 2020	Agreement is negotiated
Wednesday, December 16, 2020	Rent Board approves contract
Monday, January 4, 2021	Contract commences

DEADLINE TO SUBMIT RFP QUESTIONS

All questions must be submitted via the electronic BidsOnline system on the Q&A tab by **Friday, November 20, 2020, at 5:00 p.m. PDT**. If the Board finds it necessary to issue an addendum, prospective bidders will receive e-mail notification of addendum. Otherwise, answers to questions received will be provided on the Q&A tab and notification will be sent by **Monday, November 23, 2020, at 5:00 p.m. PDT**. It is the proposer's responsibility to periodically check the BidsOnline website www.ci.richmond.ca.us/bids for any possible Addenda to the RFP that may have been posted.

The Board reserves the right to respond to these questions in a limited fashion or not all. Additionally, please note that the Board does not intend to address specific questions but rather clarify issues regarding the substance of this RFP.

SUBMISSION INSTRUCTIONS

Electronic Proposals shall be submitted via the City’s secure online bidding system. All required sections of the proposal must be submitted via the website. Contractor is solely responsible for “on time” submission of their electronic proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Contractors will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid was submitted successfully. The Richmond Rent Program will only receive those proposals that were transmitted successfully no later than **Friday, November 27, 2020, at 5:00 p.m PDT.**

EVALUATION OF PROPOSAL

The Board will create a Rent Program Interpretation Services Review Committee to evaluate timely submitted proposals. The Committee will be comprised of neutral Richmond Rent Program Staff members. All proposals should provide sufficient and concise information to permit sufficient review and adequate evaluation. Proposals shall be reviewed in four general phases:

1. All proposals will be evaluated based on the proposal submission requirements and criteria.
2. The Rent Program Interpretation Services Review Committee shall rate and compose a short list of proposers based on the submission requirements and criteria.
3. Fee proposals will be reviewed and evaluated.

The Richmond Rent Program will adhere to the criteria on the following page when evaluating any and all proposals.

ITEM F-4 ATTACHMENT 1

Table 3. Evaluation Criteria

TECHNICAL EVALUATION CRITERIA	ALLOCATED POINTS
Thoroughness and understanding of the tasks to be completed	15
Provider's expertise and overall experience of personnel assigned to the work	25
Time availability to accomplish the requested services	25
Public sector experience in a municipal setting, conducting similar services	10
Fee Proposal	25
TOTAL	100

The proposal(s) with the highest score(s) will not automatically be awarded a contract. In making the final selection of a service provider, the Executive Director of the Richmond Rent Program will consider the Committee's scoring, proposers' past performance, if applicable, Fee Proposal, and the Richmond Rent Board's overall needs. A contract may be awarded to a proposer who does not submit the lowest Fee Proposal. The amount to be awarded is in the full discretion of the Executive Director of the Rent Program, who will at the very least consider funding availability and the City of Richmond Rent Board's needs before selecting an amount to award.

NOTICE OF AWARDED CONTRACT

All proposers will be notified via email of the Richmond Rent Board's decision to award a contract to one or more proposer(s). The notice shall state the name of the organization(s), entities and/or individuals who are awarded the contract, the amount of funds awarded, and the right of any proposer to appeal. Notice of the awarded contract shall be given no later than **Tuesday, December 8, 2020 at 5:00 PM PDT**. If a proposer chooses to appeal, the appeal must be made in writing and emailed to the City of Richmond Rent Program, Attn: Cynthia Shaw, at cynthia_shaw@ci.richmond.ca.us.

All appeals must be submitted within seven (7) calendar days from the date that the Notice of Awarded Contract is emailed to the proposers. The appeal must contain the name, street address, email address, and signature of the person submitting the appeal. The appeal must be based on either:

**ITEM F-4
ATTACHMENT 1**

- 1) Abuse of process by members of the Rent Program Interpretation Services Review Committee
- 2) Misconduct by members of the Rent Program Interpretation Services Review Committee; and/or
- 3) Abuse of discretion by members of the Rent Program Interpretation Services Review Committee.

All appeals must be accompanied by competent evidence for adequate disposition. Failure to plead and substantiate one or more of the above allegations will result in the denial of the appeal. The Executive Director will respond to all appeals within fourteen (14) calendar days. The Executive Director's decision is final and there is no further appeal process concerning his/her decision after it is rendered.

OTHER TERMS AND CONDITIONS

Conditions

The Rent Board will not pay any costs incurred by the prospective Contractor in preparing or submitting the proposal. The Rent Board reserves the right to revise and/or cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP. The Rent Program, upon its determination, further reserves the right to waive any informality or irregularities in any proposals received, if it is in the public interest to do so. The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether or not to award, shall be made as a result of the RFP, shall be at the sole and absolute discretion of the Rent Program. This RFP does not constitute any form or offer to contract.

The prospective Contractor, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. This RFP does not commit the Board to award a contract, defray any costs incurred in the preparation of a proposal pursuant to this RFP or to procure or contract for work.

All proposal submitted in response to this RFP becomes the property of the Board and public records and, as such, may be subject to public review.

Indemnification

The successful Contractor must agree to defend, indemnify, and hold harmless the Rent Board, its officers, officials, agents and employees and volunteers from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent acts and/or omissions of Agency, its subcontractor, consultants, agents or employees.

Insurance Requirements

The Agency shall demonstrate the willingness and ability to provide the required insurance coverage as set forth in Attachment 2 of this Request for Proposals within ten (10) calendar days of notification of selection for award of this Agreement.

Business License Requirement

The successful Contractor and all subcontractors used in the work will be required to hold or to obtain a City of Richmond business license for which the fee will not be waived.

ITEM F-4 ATTACHMENT 1

Compliance with City Ordinances

The contractor and all subcontractors shall comply with the City of Richmond Nondiscrimination Clauses in City Contracts Ordinance ([Richmond Municipal Code \(RMC\) Chapter 2.28](#)), Business Opportunity Ordinance ([RMC Chapter 2.50](#)), Local Employment Program Ordinance ([RMC Chapter 2.56](#)), Living Wage Ordinance ([RMC Chapter 2.60](#)) and Ordinance Banning the Requirement to Provide Information of Prior Criminal Convictions on all Employment Applications (“Ban the Box”) ([RMC Chapter 2.65](#)), which are incorporated into the Contract Documents by this reference.

ATTACHMENTS

Attachment A – City of Richmond Rent Board Standard Contract

Attachment B – Insurance Requirements – Type 2 – Professional Services

**CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT**

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
Vendor No: PR No:	P.O./Contract No:
Description of Services:	

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 "Rent Board") and the following named Contractor:

Company Name: _____

Street Address: _____

City, State, Zip Code: _____

Contact Person: _____

Telephone: _____ Email: _____

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 _____ and it terminates _____ unless terminated as provided herein.
3. **Payment Limit.** City's total payments to Contractor under this Contract shall not exceed \$_____. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the Rent Board or Executive Director.
4. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. **City Obligations.** City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
8. Special Conditions. This Contract is subject to the Special Conditions (Exhibit E) (if any) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
9. Insurance Provisions. This Contract is subject to the Insurance Provisions (Exhibit F) which are attached hereto and are incorporated herein by reference.
10. Signatures. These signatures attest the parties' Contract hereto:

RENT PROGRAM

CONTRACTOR:

By: _____

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

Title:

By: _____

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

Title: _____

Date Signed: _____

By: _____

Board Clerk

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

Approved as to form:

By: _____

By: _____

Board Legal Counsel

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

**EXHIBIT A
SERVICE PLAN**

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

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

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

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 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.

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. 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 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.
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 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.

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 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, 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 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 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.
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 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.

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.

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability <i>(primary and excess limits combined)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

<h2 style="margin: 0;">City of Richmond - Insurance Requirements - Type 2: Professional Services</h2>

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

Required Policy Conditions	
Additional Insured Endorsement	Applicable to General Liability coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i>
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 .
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
A. M. Best Rating	A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

INTERPRETATION SERVICES



CITY OF

Richmond CALIFORNIA

NOVEMBER 27, 2020



Cal Interpreting & Translations

2501 W. Burbank Blvd., Ste 311

Burbank, CA 91505

www.calinterpreting.com

DUNS #: 06-693-8384 | CAGE Code: 6ZCM7 | TIN: 27-4468836 | ATA Membership #: 269564
GSA Contract #: GS-00F-201GA



AUTHORIZED REPRESENTATIVES:

Igal Saidian

President

P: 888-737-9009

F: 833-319-0663

E: igal@calinterpreting.com

Ida Zaghi

Senior Project Manager

P: 888-737-9009

F: 833-319-0663

E: PM@calinterpreting.com

TABLE OF CONTENTS

Table of Figures.....	2
Cover Letter.....	3
Organizational Background	4
About CIT.....	4
CIT’s Founders & Team CIT	5
Igal Saidian, President & 50% Owner of CIT	5
Hersel Saidian, Silent Partner & 50% Owner of CIT	5
Team CIT	6
CIT’s Availability & Reach to CRRP.....	7
CRRP’s Liaison & Central Contact Person at CIT.....	7
Scope of Services.....	7
CIT’s Interpretation Services.....	7
Languages in Which CIT Interprets.....	8
Onsite Interpreting.....	10
Scheduled Telephonic & Video Remote Interpreting	11
Interpreting Equipment.....	11
CIT’s Interpretation Process	12
Quality Assurance & Annual Evaluations of Linguists.....	14
Firm and Personnel Experience	14
CIT’s Key Personnel	14
CIT’s Certified Linguists	16
Relevant Experience	17
Sub Consultants	19
References	19
Fee Schedule	20
Conflict(s) of Interest	20
Proof of Insurance	21
Appendices.....	22
Letter of Recommendation.....	23
Igal Saidian’s Resume	24
Ida Zaghi’s Resume	26
Jamie Hojem’s Resume	28
Julia Gallegos’s Resume	30

TABLE OF FIGURES

Figure 1. CIT's Organizational Chart	6
Figure 2. Telephonic & Video Remote Interpreting Service Highlights.....	12
Figure 3. CIT’s Interpreting Quality Control Process	14

COVER LETTER

Rent Program
440 Civic Center Plaza, Suite 200
Richmond, CA 94804

November 27, 2020

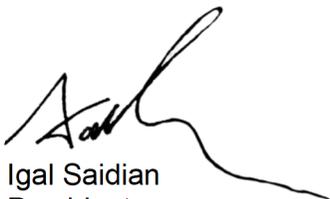
Dear Evaluators:

Cal Interpreting & Translations, Inc. (CIT), is a Certified Small Business and high-caliber language services provider located at 2501 W. Burbank Blvd., Ste. 311, Burbank, CA 91505. CIT understands that City of Richmond Rent Program (CRRP) seeks a reliable contractor to provide interpretation services between English and Spanish, Mandarin, Cantonese, Arabic, Tagalog, Vietnamese, Nepali, Hindi, and possibly other foreign languages to facilitate communication with non-English-speaking and Limited English Proficiency (LEP) community members at Housing Unit Hearings, Rent Board Appeal Hearings, and Richmond Rent Program counseling sessions. In-person oral interpretation, telephonic interpretation, and video remote interpretation services will provide such community members with meaningful access to information and services provided by CRRP and support the provision of fair, just hearings.

CIT efficiently and cost-effectively provides accurate, culturally-appropriate translations, interpretations and transcriptions in over 400 languages, including Spanish, Cantonese, Mandarin, Vietnamese, Arabic, Tagalog, Nepali, Farsi, Korean, American Sign Language, and other foreign languages. We currently manage an average of 1,000 linguistic projects monthly with the capacity to handle thousands more and have translated millions of words for a range of subjects, including housing. We provide the interpreting services CRRP seeks to public sector clients like the State of California Business, Consumer Services and Housing Agency; Arlington Economic Development, the Arlington County Department of Human Services Economic Independence Division, and other divisions of Arlington County, VA; the California Homeless Coordinating and Financing Council; the Interpreter Coordinators of the California Courthouses; Pepperdine University; and a host of other government, legal, education, medical, and technology sector clients.

As acknowledged by my signature below, CIT is willing and able to enter into an agreement with CRRP and will comply with all terms and conditions set forth in their Interpretation Services RFP if our proposal is accepted. We appreciate the opportunity to submit a proposal in response to this solicitation and look forward to the possibility of serving CRRP.

Kindest Regards,



Igal Saidian
President
Cal Interpreting & Translations, Inc.
E: igal@calinterpreting.com
P: 888-737-9009

ORGANIZATIONAL BACKGROUND

ABOUT CIT

CRRP seeks a reliable contractor to provide in-person interpretation, telephonic interpretation, and video remote interpretation services between English and Spanish, Mandarin, Cantonese, Arabic, Tagalog, Vietnamese, Nepali, Hindi, and possibly other foreign languages. These services will help CRRP best serve its LEP and non-English-speaking community members by eliminating language barriers at Housing Unit Hearings, Rent Board Appeal Hearings, and Richmond Rent Program counseling sessions.

Cal Interpreting & Translations, Inc. (CIT), which is located at 2501 W. Burbank Blvd., Suite 311, Burbank, CA, 91505, is uniquely qualified to fulfill CRRP's need for interpretation services. We are a high-caliber language service provider with 10 years of experience providing targeted linguistic solutions across the U.S. and abroad to clients like Arlington Economic Development; the Arlington County Department of Human Services Economic Independence Division; the State of California Business, Consumer Services and Housing Agency; the Interpreter Coordinators of the California Courthouses; the California Department of Social Services; the California Office of the Attorney General; the Torrance Unified School District; and many other private and public sector organizations. We provide efficient, accurate and culturally-appropriate written translations in over 400 languages and offer access to a network of thousands of onsite certified interpreters who speak over 400 languages, including American Sign Language (ASL), as well as scheduled telephonic and video remote interpreting services. We currently manage an average of 1,000 interpreting, translation, and transcription projects monthly with the capacity to handle thousands more. We have translated millions of words in Spanish, Arabic, Cantonese, Vietnamese, Mandarin, Tagalog, Nepali, Hindi, and numerous other languages for a range of subject areas, including housing.

CIT is a Certified Small Business that strives to provide the greatest value to our clients by providing high-quality, comprehensive linguistic services responsively and at competitive rates. Our business was founded by a licensed attorney with a deep understanding of legal and political translations who has grown the company to include an extensive team of talented professional linguists knowledgeable in an array of subject areas like government, technology, medicine, and law. Additionally, our linguists hold certifications from established accrediting agencies such as the California Judicial Council and the Association of International Conference Interpreters, have a strong understanding of cultural dynamics, meet CIT's rigorous educational and work experience requirements, have undergone background checks, and are CIT-trained and certified.

Each project CIT completes is overseen by professional, mother-tongue linguists who are experienced interpreting and translating in government agency and courthouse settings and in the

WHY CHOOSE CIT?

- We Translate, Interpret & Transcribe in 400+ Languages.
- Our Network Includes Thousands of Certified Mother-Tongue Linguists.
- We Process ~1,000 Translation & Interpreting Projects/Month With Accuracy & Cultural-Sensitivity.
- Project Managers in 3 Time Zones Ensure 24/7 Project Coverage.
- We're Equipped to Provide Same-Day Translations When Needed.
- We Offer On-Demand Telephonic & Video Remote Interpreting Services for Instant Access to Interpreters.

use of interpretation equipment and translation software. We continuously monitor and enhance the quality of the services our interpreters provide through regular testing, client feedback, reviews, and continuing education. When performing translation services, we use custom-made software that nearly eliminates human error, improves efficiency, saves our clients money, and yields accurate, culturally-appropriate results. Additionally, all translated, edited or transcribed documents are put through a minimum of three quality control checks; they are proofread for accuracy by an editor, run through CIT's proprietary translation memory software to check content against each client's customized glossary, and reviewed by an experienced project manager to ensure timely delivery of documents that fully meet our clients' requirements.

CIT's excellent customer service, quick turnaround, and accurate, culturally-appropriate in-person interpretations, telephonic interpretations, scheduled video remote interpretations, translations, and transcriptions have made us a trusted resource for organizations that require the highest level of responsiveness and accuracy, like the Interpreter Coordinators of the California Courthouses and Arlington Economic Development. Most importantly, we are always present for our clients, no matter the time or day of the week. Our team of professional project managers in 3 time zones are poised to provide around-the-clock coverage to ensure that organizations like CRRP that may need linguistic services after hours or on weekends have 24/7 access to the best resources on demand. Together, our project managers and linguists will help CRRP best serve its culturally-diverse community by delivering the highest-quality interpretation and, if requested, translation and transcription services quickly, accurately and with cultural sensitivity.

Although CIT is located on the west coast, we provide consistent service to clients nationwide by using central inboxes and voicemail monitored by multiple employees who work staggered shifts to provide 24/7 project coverage. When CRRP contacts us to request interpreters, we will respond promptly, within minutes. CIT is also available to host Zoom conferences or teleconferences with CRRP team members for account management purposes.

CRRP'S LIAISON & CENTRAL CONTACT PERSON AT CIT

CIT will provide a single central contact person for CRRP who will be designated for overall program coordination and resolution of issues related to services provided. CRRP's primary contact will be:

Ms. Zaghi is highly-responsive and will acknowledge all CRRP inquiries and complaints within minutes of receipt and promptly resolve any issues raised. Ms. Zaghi has complete authority to act on behalf of CIT for all matters concerning CRRP whenever necessary, at no cost to CRRP. Here are some examples of the types of issues Ms. Zaghi may be tasked with resolving for CRRP and CIT's methods of resolution:

- If CRRP files a complaint about a specific linguist, Ms. Zaghi will ask CRRP to complete a grievance form, remove the linguist from our list of CRRP-approved interpreters, and work with the Interpreting Division Calendar Manager, Jamie Hojem, to identify a qualified alternate linguist to complete either the current project, if unfinished, or future projects.
- If any billing issues arise, Ms. Zaghi will work with CIT's Billing Manager, Sonia Reyes, to promptly resolve them.
- Should CRRP require any custom reports or special technical assistance, Ms. Zaghi will accommodate the request within the timeframe specified with the help of CIT's contract IT & DevOps Specialist, Joseph Rosenzweig.
- CRRP can also contact Ms. Zaghi to request additional language services outside the scope of its Interpretation Services contract, such as translation and transcription services.
- Ms. Zaghi will address any other issues CRRP raises on a case-by-case basis and ensure speedy resolution.

SCOPE OF SERVICES

CIT'S INTERPRETATION SERVICES

CIT offers certified interpreter services onsite, by phone and via video conference to clients like Arlington Economic Development, the California Department of Industrial Relations, the Interpreter Coordinators of the California Courthouses, and the California Department of Social Services for court functions such as hearings and depositions, events, and other situations. Our certified and accredited interpreters are experienced in consecutive and simultaneous interpreting in government settings; have a strong command of both languages required for each interpreting situation; and have a deep understanding of the cultural context of the words they translate. Additionally, our

interpreters strictly adhere to CIT’s Code of Ethics and display their commitment to impartiality, confidentiality, and professionalism. Our interpreters cover over 400 languages, as detailed below.

LANGUAGES IN WHICH CIT INTERPRETS

Abkhazian	Bislama	Dinka
Acoli	Borana	Divehi
Adangme	Bosnian	Dogri
Afar	Brahui	Dravidian
Afrihili	Braj	Duala
Afrikaans	Breton	Dutch
Afro-Asiatic	Buginese	Dyula
Akan	Bulgarian	Dzongkha
Akkadian	Buriat	Efik
Albanian	Burmese	Ekajuk
Aleut	Caddo	Elamite
Algonquian languages	Carib	English
Altaic languages	Catalan	Eskimo
American Sign Language	Caucasian	Esperanto
Amharic	Cebuano (Bisayan)	Estonian
Apache languages	Celtic	Ewe
Arabic	Chagatai	Ewondo
Aramaic	Cham	Fanagalo
Arapaho	Chamorro	Fang
Araucanian	Chechen	Fanti (Fante)
Arawak	Cherokee	Faroese
Armenian	Cheyenne	Farsi (Persian)
Artificial	Chibcha	Fijian
Assamese	Chin	Finnish
Asturian	Chinese	Finno-Ugrian
Austronesian	Chinookjargon	Flemish
Avaric	Choctaw	Fon
Avestan	Church Slavonic	Formosan
Awadhi	Chuukese	French
Aymara	Chuvash	Frisian
Azerbaijani	Cook Island Maori	Friulian
Baatonum	Coptic	Fulah
Balinese	Cornish	Fulani
Baluchi	Corsican	Ga
Bambara	Cree	Gaelic
Banda	Creek	Galician
Bantu	Creoles and Pidgins	Ganda
Basa	Croatian	Gayo
Bashkir	Cushitic	Geez
Basque	Czech	Georgian
Beja	Dagbani	German
Belarusian	Dakota	Germanic
Bemba	Damara	Gilbertese
Bengali	Danish	Gondi
Berber	Dari	Gothic
Bihari	Dayak	Grebo
Bikol	Delaware	Greek
Bini	Dida	Greenlandic / Kalaallisut

Guarani	Kawi	Malayalam
Gujarati	Kayah	Maltese
Haida	Kazakh	Mam
Haitian-Creole	Khasi	Manado Malay
Hausa	Khmer	Mandingo
Hawaiian	Khoisan	Manipuri
Hebrew	Khotanese	Manobo
Herero	Kikuyu	Manx
Hiligaynon	Kinyarwanda	Maori
Himachali	Kirghiz	Marathi
Hindi	Kisii	Mari
HiriMotu	Komi	Marshallese
Hmong	Kongo	Marwari
Hungarian	Konkani	Masai
Hupa	Korean	Mayan
I-kiribati	Kosraean	Mbundu
Iban	Kpelle	Mende
Icelandic	Krio	Meo
Igbo	Kru	Meru
Ijo	Kuanyama	Miao
Iloko	Kumyk	Micmac
Indic	Kunama	Minangkabau
Indo-European	Kurdish	Mixteco
Indonesian	Kurukh	Mohawk
Ingush	Kusaie	Moldavian
Interlingua	Kutenai	Mon-Khmer
Interlingue	Ladino	Mongo
Inuktitut	Lahnda	Mongolian
Inupiak	Lamba	Montenegrin
Iranian	Lao	Mordvinian
Irish	Latin	Mossi
Italian	Latvian	Munda languages
Iu Mien	Lezghian	Muong
Izon	Lingala	Nahuatl
Japanese	Lithuanian	Nauru
Javanese	Loma	Navajo
Judeo-Arabic	Lozi	Ndebele North
Judeo-Persian	Luba-Katanga	Ndebele South
Kiche	Luhya	Ndongo
Kabyle	Luiseno	Nepali
Kachin	Lunda	Newari
Kadazan	Luo	Niger-Kordofanian
Kalabari	Lushai	Nigerian
Kalenjin	Luxembourgish	Nilo-Saharan
Kalmyk-Oirat	Maay Maay	Niuean
Kamba	Macedonian	Norse
Kannada	Madurese	North American Indian
Kanuri	Magahi	Norwegian
Kara-Kalpak	Maithili	Norwegian (Bokmal)
Karen	Makasar	Norwegian (Nynorsk)
Kashmiri	Malagasy	Nubian languages
Kashubian	Malay	Nyamwezi

Nyanja	Serbo-Croat	Tigrinya
Nyankole	Serer	Timne
Nyoro	Shan	Tivi
Nzima	Shona	Tlingit
Ojibwe	Sicilian	Tok Pisin
Oriya	Sidamo	Tonga (Nya)
Oromo	Sign Language	Tonga (Tonga Islands)
Osage	Siksika	Truk
Ossetic	Simple English	Tsimshian
Ottoman	Sindhi	Tsonga
Ovambo	Sinhala (Sinhalese)	Tswana
Pahlavi	Sino-Tibetan	Tumbuka
Palauan	Siouan languages	Turkish
Pali	Siswant	Turkmen
Pampanga	SiSwati (Swazi)	Tuvaluan
Pangasinan	Slavic	Tuvinian
Panjabi	Slovak	Twi
Papiamento	Slovenian	Ugaritic
Papuan-Australian	Sogdian	Uighur
Pashto (Pushto)	Somali	Ukrainian
Persian (Farsi)	Somba	Ulithian
Phoenician	Songhai	Umbundu
Pohnpeian	Soninke	Urdu
Polish	Sorbian	Uzbek
Portuguese	Southern Sotho / Sesotho	Vai
Prakritlanguages	Spanish	Valencia
Q'eqchi' / Kekchi	Sukuma	Venda
Quechua	Sumerian	Vietnamese
Rajasthani	Sundanese	Volapük
Rarotongan	Susu	Votic
Rhaeto-Rom (Romansch)	Swahili	Walamo
Rohingya	Swedish	Waray
Romance	Sylheti	Washo
Romanian	Syriac	Welsh
Romany	Tagalog	Woleaian
Rundi	Tahitian	Wolof
Russian	Tajik	Xhosa
Samoan	Tamang	Yakut
Sandawe	Tamashek	Yao
Sango	Tamil	Yapese
Sanskrit	Tatar	Yi
Sardinian	Telugu	Yiddish
Scots	Tereno	Yoruba
Scottish Gaelic	Tetum	Zapotec
Selkup	Thai	Zenaga
Semitic	Tibetan	Zulu
Serbian	Tigre	Zuni

ONSITE INTERPRETING

CIT uses local interpreters for onsite interpreting to eliminate expensive travel, hotel, and logistical arrangements, allowing us to provide interpretation services quickly and at the most

competitive rates. We are equipped to cover last-minute, evening and weekend interpreting assignments even in remote locations for no extra charge. When CRRP requests onsite interpretation services, we will only send interpreters with backgrounds in and a deep understanding of housing-related subject matter to ensure seamless communication between parties.

Our onsite interpreters support over 400 languages, including American Sign Language (ASL). Our certified ASL interpreters facilitate communication between the hearing-enabled and people who are deaf or hard of hearing and are professionally-trained in subareas of government like housing. They have a broad array of capabilities, such as lip-reading and tactile signing (i.e. interpreting for people who are both deaf and blind by making manual signs in their hands, using cued speech, and signing exact English). We will only use certified ASL interpreters with the proper credentials and abilities to meet CRRP's specific assignment requirements, when needed.

Handling of Dropped Calls & Video Remote Disturbances

CIT understands the importance of reliable connections during interpreting sessions, whether by phone or video conference. That is why we only use U.S.-based remote interpreters and why they are required to use direct, high-speed internet connections, land lines and home offices that are free of background noise and distractions. Even with a reliable internet or phone connection, sometimes calls drop or video conferences “hiccup”. When such an issue occurs during a telephonic or video remote interpreting session, CRRP will typically be able to disconnect from the session and reconnect using the original call- or log-in information without help from CIT. If a CRRP team member must restart his or her computer and needs CIT to restart an interpreting session, they can call CIT at 888-737-9009 for immediate assistance.

INTERPRETING EQUIPMENT

CIT is also equipped to provide CRRP with interpretation equipment such as portable transmitters, wired microphones, headsets, and wireless receivers that broadcast interpreted messages from microphones to headsets.

Figure 2. Telephonic & Video Remote Interpreting Service Highlights



**OVER THE PHONE
INTERPRETING**

GET INSTANT ACCESS TO
3,000+ INTERPRETERS
SUPPORTING 300+
LANGUAGES ACROSS
ALL TIME ZONES.

CONNECT IN JUST
10 SECONDS!

**VIDEO REMOTE
INTERPRETING**

INTERACT MORE
PERSONALLY WITH
SCHEDULED VIDEO
INTERPRETING. ENJOY A
HIGH-QUALITY
CONNECTION FROM A
LAPTOP OR SMART
PHONE WITH AN APP.



FIRM AND PERSONNEL EXPERIENCE

CIT'S CERTIFIED LINGUISTS

CIT's linguists are certified through organizations like the Association of International Conference Interpreters, The American Association of Language Specialists, the Registry of Interpreters for the Deaf, the National Association of the Deaf, the National Association of Judiciary Interpreters and Translators, the Translators and Interpreters Guild, the National Board of Certification for Medical Interpreters, the Certification Commission for Healthcare Interpreters, the International Medical Interpreters Association, and Interpret America, and/or hold Judicial Council Certification and/or United Nations Accreditation. CIT also tests and awards its own certification to interpreters who have:

- Demonstrated fluency in at least two languages.
- A minimum of a 4-year degree from an accredited university, preferably with a focus in foreign language, linguistics, interpretation, or a related field.
- 4 years of documented and verifiable experience in the interpretation field, specifically with experience performing sight translation, consecutive interpretation, and simultaneous interpretation in both individual and group settings.
- Completed an interview with CIT's Interpreting Division manager.
- A successful score on CIT's rigorous language proficiency exam.
- Positive feedback from 3 references.
- Passed a federal and state background check.
- Passed all federal government watch and debarment lists.
- Signed a confidentiality agreement and non-disclosure agreement with CIT.
- Experience with interpretation equipment such as portable transmitters or wired microphones that broadcast interpreted messages to headsets via wireless receivers.
- Signed a contract that requires conformance with the National Code of Ethics for Interpreters in Health Care (NCIHC), which outlines the duties and responsibilities of interpreters relating to confidentiality, accuracy and completeness, impartiality, client privacy, and ethical violations.
- Passed a nationally-accredited 40+ hour training course.
- Submitted a valid 3-year Motor Vehicle Record.
- Submitted annual health screenings and immunization records for Tuberculosis and Measles, Mumps and Rubella.

When selecting CIT-certified interpreters for CRRP projects, we will give preference to those with the longest working relationships with CIT, housing-sector interpreting experience, higher levels of education, native-level language skills, other specialized certifications, and professional affiliations. Linguists will also have to participate in CIT's housing-focused training program before being considered qualified to serve CRRP.

Upon contract award, we will draw on our extensive network of linguists to assemble a team of preferred interpreters to serve CRRP, thus ensuring consistent service from qualified linguists. We will monitor linguists who are new to CIT by testing them during each of their first five assignments and providing ongoing feedback to ensure optimal results. Additionally, all linguists will be expected to obtain 6 interpreting continuing education units per year.

RELEVANT EXPERIENCE

CIT’s interpreters have helped bridge the language gap for our government clients by allowing public agencies to communicate accurately and effectively with their constituents and clients on a variety of issues in writing, in person, over the phone, and via video conference. Public agencies have relied on us to disseminate key information to the public in the languages they speak through translated documents, and when they need to hear from the public, we translate feedback, complaints and other communications so government agencies can take action. This is in addition to the thousands of man hours our interpreters spend in courts helping people of all walks of life communicate with authorities.

CIT currently provides linguistic services to over 20 public-sector clients, including:

- Adams County Court (Colorado)
- Arlington County, VA (e.g. Arlington Economic Development, the Arlington County Public Health Division, the Arlington County Department of Human Services Economic Independence Division, and 9 other divisions/departments)
- Austin Independent School District
- California Board of Chiropractors
- California Department of Consumer Affairs
- California Department of Corrections & Rehabilitation
- California Department of Developmental Services
- California Department of Health Care Services
- California Department of Industrial Relations
- California Department of Insurance
- California Department of Social Services
- California Department of Tax and Fee Administration
- California Homeless Coordinating and Financing Council
- California Office of the Attorney General
- California State Water Resources Control Board
- L.A. County Department of Public Health
- Medical Board of California
- Oregon Judicial Department
- Portland Public Schools
- State of California Business, Consumer Services and Housing Agency
- State of California Energy Commission
- Torrance Unified School District
- U.S. Bankruptcy Court
- U.S. District Court

Here are some examples of specific interpretation services CIT has performed for our public-sector clients along with contact information and other pertinent details about each client:

REFERENCE #1
Organization Name
Point of Contact
Email Address
Contact’s Phone #
Contract Type

Contract Duration	
Service(s) Provided	
REFERENCE #2	
Organization Name	
Point of Contact	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	
REFERENCE #3	
Organization Name	
Point of Contact	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	
REFERENCE #4	
Organization Name	
Point of Contact	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	
REFERENCE #5	
Organization Name	
Point of Contact	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	
REFERENCE #6	
Organization Name	
Point of Contact	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	

REFERENCE #7	
Organization Name	
Point of Contact	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	
REFERENCE #8	
Organization Name	
Point of Contact	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	

SUB CONSULTANTS

If awarded CRRP's Interpretation Services contract, CIT will be the sole provider of all related services. We will not subcontract any work to other businesses.

REFERENCES

REFERENCE #1	
Organization Name	
Point of Contact	
Contact's Title	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	
REFERENCE #2	
Organization Name	
Point of Contact	
Contact's Title	
Email Address	
Contact's Phone #	
Contract Type	
Contract Duration	
Service(s) Provided	
REFERENCE #3	

Organization Name
Point of Contact
Contact's Title
Email Address
Contact's Phone #
Contract Type
Contract Duration
Service(s) Provided

FEE SCHEDULE

CIT has a 100% fulfillment rate for interpreters both during and after normal business hours, on weekends and on holidays, and we do not charge additional fees for after-hours assignments. We are particularly known for our ability to find interpreters for exotic languages, even on short notice—so much so that interpreter coordinators throughout the country use CIT when they cannot find interpreters to cover assignments. Our rates are as follows:

SCHEDULED CONSECUTIVE & SIMULTANEOUS ONSITE, TELEPHONIC & VIDEO REMOTE INTERPRETING SERVICES¹		
LANGUAGE	UNIT	PRICE
American Sign Language (ASL)	Per Hour	\$75
Spanish	Per Hour	\$62
All Other Languages	Per Hour	\$72

SIMULTANEOUS INTERPRETING EQUIPMENT & SUPPORT²		
ASSET	UNIT	PRICE
Headset and Receiver	Per Set	\$5
Transmitter & Microphone	Per Set	\$65
Audio Technician	Per Hour	\$40

CONFLICT(S) OF INTEREST

There are no actual, apparent, direct, indirect, or potential conflicts of interest to report between CIT and CRRP.

¹ A 2-hour minimum applies. Client will be billed for the scheduled time period or two hours, whichever is greater. Cancellations made within 24 hours of a scheduled appointment will be subject to a charge in the amount of the two-hour minimum or the time booked, whichever is greater. When an onsite interpreter travels over 50 miles roundtrip for an appointment, client will be billed in accordance with the current IRS rate of \$0.575/mile.

² Round-trip equipment shipping costs apply in addition to per-set prices. Shipping rates will be calculated and billed based on requirements such as overnight delivery, 3-day delivery, etc.

PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ventura Capital Insurance, Inc 19327 Ventura Blvd Suites G-F Tarzana CA 91356		CONTACT NAME: Avidan Ourian PHONE (A/C, No, Ext): (818) 921-4434 FAX (A/C, No): E-MAIL ADDRESS: Avidan@venturains.com	
INSURED Cal Interpreting & Translations 2501 W. Burbank Boulevard #311 Burbank CA 91505		INSURER(S) AFFORDING COVERAGE INSURER A: SENTINEL INS CO LTD NAIC # 11000 INSURER B: HARTFORD FIRE IN CO 19682 INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			57 SBA BM5983 DX	05/23/2020	05/23/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PIOP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			57 SBA BM5983 DX	05/23/2020	05/23/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57 WEC PH3896	07/10/2020	07/10/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

APPENDICES

[The Remainder of This Page Intentionally Left Blank.]



March 9, 2020

To Whom It May Concern:

I am writing this letter of reference on behalf of Cal Interpreting & Translations, Inc (CIT). The onsite interpretation work has consisted of providing in-person interpretation services for languages such as ASL, Cantonese, Nepali, Marathi, Samoan, Tagalog, Hebrew and Spanish. CIT is very reliable and all assignments have been completed on a timely basis. Additionally, the company is extremely flexible and responsive. The project managers are polite and make the scheduling process very easy. We would highly recommend CIT for any translation requirements you may have. Please feel free to contact me with any questions you may have regarding CIT.

Sincerely,

Resume

P: 888-737-9009

Total Saidian

P 2

Resume



This page intentionally left blank

CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT

ATTACHMENT 3.1

Rent Program Agency	Project Manager: Paige Roosa
Project Manager E-mail: paige_roosa@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6537
Vendor No: PR No:	P.O./Contract No:
Description of Services: Provide interpretation services to the Rent Program.	

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 "Rent Board") and the following named Contractor:

Company Name: **Cal Interpreting & Translations**

Street Address: **2501 W. Burbank Blvd., Ste 311**

City, State, Zip Code: **Burbank, CA 91505**

Contact Person: **Igal Saidian**

Telephone: **(888) 737-9009** Email: **igal@calinterpreting.com**

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 **January 1, 2021** and it terminates **June 30, 2021**, unless terminated as provided herein.
3. Payment Limit. Rent Board's total payments to Contractor under this Contract shall not exceed **\$3,000**. 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.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. 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 BOARD:

CONTRACTOR:

By: _____

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

**EXHIBIT A
SERVICE PLAN**

1. **Scope of Services:** 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: **Maintenance and Evaluation of Interpreters and Glossary of Terms**

Contractor shall provide interpreters who have passed a nationally-accredited 40+ hour training course, and require that interpreters obtain (6) continuing education credits per year. Contractor shall train interpreters by having them study glossaries of relevant terminology in the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and corresponding Rent Board Regulations in the requested languages and brief new interpreters on the interpreting process and professional conduct when working with the Rent Board, Rent Board staff, and members of the public.

Contractor shall maintain a list of Rent Board-approved, U.S.-based, certified, accredited interpreters. If Rent Board staff file a grievance form about a specific interpreter, Contractor shall remove the interpreter from the list of Rent Board-approved interpreters, and work with the Interpreting Division Calendar Manager to identify a qualified alternate interpreter to complete either the current project, if unfinished, or future projects.

Contractor will monitor its interpreters with regular project reviews to track their progress and document anything noteworthy, from praise to issues raised by Rent Board staff. If Rent Board staff provide any negative feedback about an interpreter, the interpreter will be removed from the list of Rent Board-approved interpreter and an alternative interpreter will be provided when that language combination is next requested by Rent Board staff.

Contractor understands the importance of reliable connections during interpreting sessions, whether by phone or video conference and shall therefore provide U.S.-based remote interpreters who are required to use direct, high-speed internet connections, land lines and home offices that are free of background noise and distractions. If a call is dropped or there is a video conference “hiccup,” Rent Board staff shall be able to contact the Contractor by telephone at 888-737-9009 for immediate assistance.

Activity No. 2: **Scheduling of Interpretation**

To request in-person, telephone, or video conference interpretation, Rent Board staff will contact the Contractor’s designated Interpreting Calendar Manager (ICM), Julia Gallegos, via email (info@calinterpreting.com) or by phone ((888) 737-9009) with the date and time an interpreter is needed, the location of the interpreting session or their preferred telephonic or video remote application, the required language combination, and any other specifics related to the job. All communications will be performed electronically or by phone.

At least 24 hours before the interpreting session, Contractor’s ICM shall send an

**CAL INTERPRETING &
TRANSLATIONS**

Acknowledgement of Scheduling email to Rent Board staff with all the interpreting session details, including connection information for telephonic or video remote interpreting sessions, and await confirmation from Rent Board staff. Contractor will be available for weekend and evening activities as needed.

Each onsite interpreter will arrive 15 minutes prior to the scheduled interpreting session. S/he will have performed a temperature check prior to arrival, be dressed professionally, wear a mask as a COVID-19 precautionary measure, and follow any specifications provided by Rent Board staff. Telephonic and video remote interpreters will login at least 5 minutes prior to the call or video conference start time. Whether onsite, by phone or by video conference, the interpreter will perform simultaneous or continuous interpretation, as requested by Rent Board staff, and will remain objective and neutral throughout the meeting.

Contractor's ICM will record the actual interpreting session end time reported by Rent Board staff or the interpreter for billing purposes.

After the interpreting session, Contractor's ICM will note any positive or negative feedback provided by Rent Board staff, such as whether to give preference to a specific interpreter in the future.

Activity No. 3: **Interpretation for Petition Hearings**

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff to participate in Rent Board Petition Hearings. Rent Board Hearings typically (but not always) commence on Tuesdays and Thursdays at 10:00 a.m. PDT. When requested to participate by teleconference, Contractor shall call into a telephone conference line provided by Rent Board staff, five minutes prior to the scheduled start of the Hearing, or closely thereafter, by entering an access code provided by Rent Board staff. Breaks during the Hearing often involve disconnection and then timely calling back into the same telephone conference line and using the same access code.

Activity No. 4: **Interpretation for Appeal Hearings**

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff to participate in Rent Board Appeal Hearings. Rent Board Appeal Hearings typically (but not always) commence at 5:00 P.M. PDT or shortly thereafter on the third Wednesday of the month. Contractor shall not bill at a higher rate for interpretation outside of normal business hours (9:00 A.M. PDT – 5:00 P.M. PDT).

Activity No. 5: **Interpretation for Counseling Sessions**

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff to participate in Rent Board Counseling Sessions. Rent Board Counseling Sessions occur Monday – Friday during normal business hours (9:00 A.M. PDT – 5:00 P.M. PDT).

For the Contract between the City of
Richmond Rent Board and

**CAL INTERPRETING &
TRANSLATIONS**

Activity No. 6: **Interpretation for Community Workshops**

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff, to provide simultaneous translation for Rent Program Community Workshops or similar events. Community Workshops are typically held on one Saturday per month from 10:00 A.M. PDT to 12:00 P.M. PDT.

**EXHIBIT B
PAYMENT PROVISIONS**

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

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

SCHEDULED CONSECUTIVE & SIMULTANEOUS ONSITE, TELEPHONIC & VIDEO REMOTE INTERPRETING SERVICES¹		
LANGUAGE	UNIT	PRICE
American Sign Language (ASL)	Per Hour	\$75
Spanish	Per Hour	\$62
All Other Languages	Per Hour	\$72

(1) Contractor will bill for the reserved time or the one hour minimum, whichever is greater. Rent Board staff will ask the assigned interpreter if the interpreter can stay past the reserved time. If the interpreter is not able to stay past the reserved time, Rent Board will notify the Contractor as soon as possible to allow the Contractor sufficient time to provide a second interpreter. Telephonic assignments will be conducted via the consecutive mode and Zoom workshops may be conducted via the simultaneous mode.

2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. 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. Contractor shall not bill Rent Board for travel time, unless extenuating circumstances arrive and such arrangement is approved in advance by the Executive Director.
3. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond Finance Department - Accounts Payable
Project Manager: Paige Roosa
P.O. Box 4046
Richmond, CA 94804
4. All invoices that are submitted by Contractor shall be subject to the approval of the Rent Board Project Manager, Paige Roosa, before payments shall be authorized. Questions concerning an invoice may be directed to Contractor at accounting@calinterpreting.com or (888) 737-9009 for a prompt response.
5. The Rent Board will pay invoice(s) within 45 days after completion of services to the Rent Board's satisfaction. The Rent Board shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of

For the Contract between the City of
Richmond Rent Board and

**CAL INTERPRETING &
TRANSLATIONS**

this Contract for payments to continue to be authorized.

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

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

Paige Roosa

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:

Igal Saidian

Cal Interpreting & Translations

2501 W. Burbank Blvd., Ste. 311

Burbank, CA 91505

For the Contract between the City of
Richmond Rent Board and

**CAL INTERPRETING &
TRANSLATIONS**

**EXHIBIT E
SPECIAL CONDITIONS**

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

For the Contract between the City of
Richmond Rent Board and

CAL INTERPRETING &
TRANSLATIONS

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.

**EXHIBIT D
GENERAL CONDITIONS**

**ITEM F-4
ATTACHMENT 3.2**

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. 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 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.
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 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.

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 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, 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 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 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.
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 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.

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.

ITEM F-4

**December 16, 2020
RENT BOARD MEETING**

ATTACHMENT 3.3

This page intentionally left blank

City of Richmond - Insurance Requirements - Type 2: Professional Services

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

Minimum Scope of Insurance – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: http://www.ci.richmond.ca.us/index.aspx?nid=61 .
General Liability <i>(primary and excess limits combined)</i>	\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit) . Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

<h2 style="margin: 0;">City of Richmond - Insurance Requirements - Type 2: Professional Services</h2>

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability – <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, & other consultants as may be required by the City.</i>	PROJECT COST	REQUIRED LIMIT
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

Required Policy Conditions	
Additional Insured Endorsement	Applicable to General Liability coverage. The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract. <i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61.</i>
Primary and Noncontributory	The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.
Waiver of Subrogation Endorsement Form	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at http://www.ci.richmond.ca.us/index.aspx?nid=61 .
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses. Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.
A. M. Best Rating	A: VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.

Umbrella/Excess Liability Policies

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

City of Richmond - Insurance Requirements - Type 2: Professional Services

Claims-Made Policies

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

Subcontractors

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

Verification of Coverage

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

Continuous Coverage

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

Cancellation

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

Reporting Requirements

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

Consistent with Public Policy

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

This page intentionally left blank

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: December 16, 2020

Final Decision Date Deadline: December 16, 2020

STATEMENT OF THE ISSUE: As currently written, Regulation 601(A)(1), adopted by the Rent Board on June 17, 2017, incorrectly states that Landlords, in order to apply an Annual General Adjustment rent increase, must file a copy of the notice of rent increase with the Rent Board prior to service on the Tenant. Instead, in accordance with Regulation 603(A), adopted by the Rent Board on September 20, 2017, Landlords are required to file a copy of the notice of rent increase with the Rent Board within ten business days after service on the Tenant. Staff members have prepared an amendment to Regulation 601(A)(1) for the Rent Board's consideration.

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

- | | | |
|---|--|--|
| <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: AMEND Regulation 601(A)(1) to maintain consistency with Regulation 603(A), requiring that Landlords of Controlled Rental Units file a copy of a notice of rent increase with the Rent Board within ten business days after service on the Tenant – Rent Program (Paige Roosa/Charles Oshinuga 620-6537).

AGENDA ITEM NO:

F-5.

This page intentionally left blank



AGENDA REPORT

DATE: December 16, 2020

TO: Chair Maddock and Members of the Rent Board

FROM: Paige Roosa, Deputy Director
Charles Oshinuga, Staff Attorney

SUBJECT: AMENDMENT TO REGULATION 601(A)(1)

STATEMENT OF THE ISSUE:

As currently written, Regulation 601(A)(1), adopted by the Rent Board on June 17, 2017, incorrectly states that Landlords, in order to apply an Annual General Adjustment rent increase, must file a copy of the notice of rent increase with the Rent Board prior to service on the Tenant. Instead, in accordance with Regulation 603(A), adopted by the Rent Board on September 20, 2017, Landlords are required to file a copy of the notice of rent increase with the Rent Board within ten business days *after* service on the Tenant. Staff members have prepared an amendment to Regulation 601(A)(1) for the Rent Board's consideration.

RECOMMENDED ACTION:

AMEND Regulation 601(A)(1) to maintain consistency with Regulation 603(A), requiring that Landlords of Controlled Rental Units file a copy of a notice of rent increase with the Rent Board within ten business days after service on the Tenant – Rent Program (Paige Roosa/Charles Oshinuga 620-6537).

FISCAL IMPACT:

There is no fiscal impact to this correction to an existing regulation.

DISCUSSION:

Background

Section 11.100.060(s)(1) of the Rent Ordinance requires that Landlords file a copy of all rent increase notices, change of terms of tenancy, and termination of tenancy notices with the Board before serving the tenant the notice, and further requires that a proof of

ITEM F-5

service with time and date of service of notice be included with the copy of the notice filed with the Board.

Regulation 601(A), adopted by the Rent Board on June 17, 2017, describes the conditions that must be satisfied for a Landlord to apply an Annual General Adjustment rent increase. Among these conditions is the requirement that the Landlord file a copy of the notice of rent increase with the Rent Board prior to service on the Tenant.

To fulfill the requirement that the Landlord include a proof of service with time and date of service on the Tenant, the Landlord must have already served the notice on the Tenant. Given this fact, on September 20, 2017, the Rent Board adopted Regulation 603(A) to clarify that a copy of the notice must be filed with the Board *after* service on the Tenant. The language adopted by the Board in September 2017 conflicts with the language of Regulation 601(A)(1) adopted by the Board in June 2017. Staff members therefore recommend that the Board amend 601(A)(1) to maintain consistency with Regulation 603(A).

Next Steps

In accordance with Regulation 323, the proposed amendment to Regulation 601(A)(1) would become effective January 15, 2021 (thirty calendar days from the date of the Board meeting). Staff members do not anticipate additional implementing actions will be necessary, considering the minor nature of the revision.

DOCUMENTS ATTACHED:

Attachment 1- Proposed Amendment to Regulation 601(A)(1) (revisions in track changes)

Attachment 2- Proposed Amendment to Regulation 601(A)(1) (clean)

601. Conditions for taking the Annual General Adjustment

A. A Landlord may increase Rent by the Annual General Adjustment for, only if the Landlord:

- (1) ~~Serves the Tenant with a legally required Notice of a Rent increase under State law~~Files a copy of the notice of the rent increase with the Board before serving the Tenant with such notice;
- (2) ~~Files a copy of the Notice of the Rent increase and Proof of Service of such notice with the Board in a manner consistent with Regulation 603~~Serves the Tenant with a legally required notice of a rent increase under State law; and
- (3) ~~Files with the Board a copy of the proof of service of such notice to the Tenant. Richmond Municipal Code Section 11.100.060(s)(1); and~~Is in full compliance with the provisions of the Richmond Fair Rent, Just Cause For Eviction and Homeowner Protection Ordinance, including Rent Board Final Decisions and Orders; and
- (4) ~~The landlord is~~Is otherwise entitled to the adjustment pursuant to the provisions of the Richmond Fair Rent, Just Cause For Eviction and Homeowner Protection Ordinance, and any other applicable Regulation.

[Formerly Regulation 17-05; adopted June 21, 2017; amended December 16, 2020]

This page intentionally left blank

601. Conditions for taking the Annual General Adjustment

A. A Landlord may increase Rent by the Annual General Adjustment for, only if the Landlord:

- (1) Serves the Tenant with a legally required Notice of a Rent increase under State law;
- (2) Files a copy of the Notice of the Rent increase and Proof of Service of such notice with the Board in a manner consistent with Regulation 603; and
- (3) Is in full compliance with the provisions of the Richmond Fair Rent, Just Cause For Eviction and Homeowner Protection Ordinance, including Rent Board Final Decisions and Orders; and
- (4) Is otherwise entitled to the adjustment pursuant to the provisions of the Richmond Fair Rent, Just Cause For Eviction and Homeowner Protection Ordinance, and any other applicable Regulation.

[Formerly Regulation 17-05; adopted June 21, 2017; amended December 16, 2020]

This page intentionally left blank

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: December 16, 2020

Final Decision Date Deadline: December 16, 2020

STATEMENT OF THE ISSUE: As currently written, Regulation 911(A) incorrectly states that Landlords shall be ordered to refund any overcharges if a Landlord has received rent in violation of the Ordinance on or after July 21, 2015. Instead, the Regulation should state that Landlords shall be ordered to refund any overcharges received on or after the effective date of the Rent Ordinance: December 30, 2016. Staff members have prepared an amendment to Regulation 911(A) for the Rent Board's consideration.

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

- | | | |
|---|--|--|
| <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: AMEND Regulation 911(A), requiring that Landlords refund any rent overcharges collected in violation of the Rent Ordinance on or after its effective date of December 30, 2016 – Rent Program (Paige Roosa/Charles Oshinuga 620-6537).

AGENDA ITEM NO:

F-6.

This page intentionally left blank



AGENDA REPORT

DATE: December 16, 2020

TO: Chair Maddock and Members of the Rent Board

FROM: Paige Roosa, Deputy Director
Charles Oshinuga, Staff Attorney

SUBJECT: AMENDMENT TO REGULATION 911(A)

STATEMENT OF THE ISSUE:

As currently written, Regulation 911(A) incorrectly states that Landlords shall be ordered to refund any overcharges if a Landlord has received rent in violation of the Ordinance on or after July 21, 2015. Instead, the Regulation should state that Landlords shall be ordered to refund any overcharges received on or after the effective date of the Rent Ordinance: December 30, 2016. Staff members have prepared an amendment to Regulation 911(A) for the Rent Board's consideration.

RECOMMENDED ACTION:

AMEND Regulation 911(A), requiring that Landlords refund any rent overcharges collected in violation of the Rent Ordinance on or after its effective date of December 30, 2016 – Rent Program (Paige Roosa/Charles Oshinuga 620-6537).

FISCAL IMPACT:

There is no fiscal impact to this correction to an existing regulation.

DISCUSSION:

Background

Regulation 911(A), adopted by the Rent Board on February 21, 2018, clarifies that Landlords who have collected or received rent in violation of the Rent Ordinance shall be ordered to refund the overcharged rent back to the Tenant.

The Rent Ordinance provides rent control to applicable units by establishing a "Base Rent" date of July 21, 2015, an Annual General Adjustment based on changes in the

Consumer Price Index, and a process whereby Landlords and Tenants can request upward and downward adjustments of the Maximum Allowable Rent (MAR).

While the Base Rent date provided in the Rent Ordinance requires Landlords to “reset” rents to the amount paid on July 21, 2015, or the first time rent was paid for tenancies that began after July 21, 2015, the Rent Ordinance did not become effective until December 30, 2016. Therefore, Landlords could not have collected or received rent in excess of the MAR prior to December 30, 2016. By ordering Landlords to refund rent received in excess of the MAR on or after July 21, 2015, Regulation 911(A) is inconsistent with the Rent Ordinance.

Proposed Revision to Regulation 911(A)

Staff members recommend that the Board adopt a correction to Regulation 911(A) such that the regulation would read as follows:

A. Overcharges: If on or after December 30, 2016, the Landlord has received rent in violation of the Ordinance, the Landlord shall be ordered to refund the overcharge. Any overcharge refund shall be paid to the person or persons overcharged, except as provided in Regulation 911(B), below. For purposes of this Regulation, any receipt or retention of rent, including security deposits and interest earned on security deposits, in violation of any order, rule or regulation of the Board or any other applicable law shall be deemed to be an overcharge.

Next Steps

In accordance with Regulation 323, the amended regulation would become effective January 15, 2021 (thirty calendar days from the date of the Board meeting). Staff members do not anticipate additional implementing actions will be necessary, considering the minor nature of the revision.

DOCUMENTS ATTACHED:

Attachment 1- Proposed Amendment to Regulation 911(A) (revisions in track changes)

Attachment 2- Proposed Amendment to Regulation 911(A) (clean)

911. Overcharges and Other Violations

- A. Overcharges: If on or after ~~July 21, 2015~~December 30, 2016, the Landlord has received Rent in violation of the Ordinance, the Landlord shall be ordered to refund the overcharge. Any overcharge refund shall be paid to the person or persons overcharged, except as provided in Regulation 911(B), below. For purposes of this Regulation, any receipt or retention of Rent, including security deposits and interest earned on security deposits, in violation of any order, rule or regulation of the Board or any other applicable law shall be deemed to be an overcharge.

[Adopted February 21, 2018; ~~amended December 16, 2020~~]

This page intentionally left blank

911. Overcharges and Other Violations

- A. Overcharges: If on or after December 30, 2016, the Landlord has received Rent in violation of the Ordinance, the Landlord shall be ordered to refund the overcharge. Any overcharge refund shall be paid to the person or persons overcharged, except as provided in Regulation 911(B), below. For purposes of this Regulation, any receipt or retention of Rent, including security deposits and interest earned on security deposits, in violation of any order, rule or regulation of the Board or any other applicable law shall be deemed to be an overcharge.

[Adopted February 21, 2018; amended December 16, 2020]

This page intentionally left blank

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: December 16, 2020

Final Decision Date Deadline: December 16, 2020

STATEMENT OF THE ISSUE: As currently written, Regulation 1001 may be confusing to community members due to its reference to "Rental Units as described in Chapter 2 of [these] regulations," because Chapter 2 describes units that are exempt from the Rent Ordinance. In response, staff members have prepared an amendment to Regulation 1001 that clarifies the intent of the regulation for the Board's consideration.

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

- | | | |
|---|--|--|
| <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: AMEND Regulation 1001 to clarify that Landlords of all Rental Units shall file notices of termination of tenancy and change in terms of tenancy with the Rent Board – Rent Program (Paige Roosa/Charles Oshinuga 620-6537).

AGENDA ITEM NO:

F-7.

This page intentionally left blank



AGENDA REPORT

DATE: December 16, 2020
TO: Chair Maddock and Members of the Rent Board
FROM: Paige Roosa, Deputy Director
Charles Oshinuga, Staff Attorney
SUBJECT: AMENDMENT TO REGULATION 1001

STATEMENT OF THE ISSUE:

As currently written, Regulation 1001 may be confusing to community members due to its reference to “Rental Units as described in Chapter 2 of [these] regulations,” because Chapter 2 describes units that are exempt from the Rent Ordinance. In response, staff members have prepared an amendment to Regulation 1001 that clarifies the intent of the regulation for the Board’s consideration.

RECOMMENDED ACTION:

AMEND Regulation 1001 to clarify that Landlords of all Rental Units shall file notices of termination of tenancy and change in terms of tenancy with the Rent Board – Rent Program (Paige Roosa/Charles Oshinuga 620-6537).

FISCAL IMPACT:

There is no fiscal impact to this clarifying revision to an existing regulation.

DISCUSSION:

Background

Regulation 1001 is contained in Chapter 10 of the Rent Board’s adopted regulations and seeks to clarify the requirement for Landlords to file notices of termination of tenancy or change in terms of tenancy with the Rent Board.

The existing regulation, adopted by the Board on September 20, 2017, reads as follows:

Landlords of Controlled Rental Units and Landlords of Rental Units
as described in Chapter 2 of this Regulation shall file with the Board

within two (2) business days after service of a notice on a Tenant of a termination of tenancy or change in terms of tenancy a copy of such notice, with a proof of service of the notice, including time and date of service, using, absent extraordinary circumstances, the appropriate online form on the Rent Program website. If a Landlord does not file with the Board the notice and proof of service concerning a change in the terms of a tenancy as provided in this Section, such change shall be deemed null and void. If a Landlord does not file with the Board the notice and proof of service concerning a termination of tenancy as provided in this Section, the failure is a complete defense in an unlawful detainer.

“Notice of Termination of Tenancy” as used in this Chapter 10 shall mean any notice served on a Tenant in accordance with State law which seeks to recover possession of a Rental Unit. This includes, but is not limited to, three-day notices to pay rent or quit, notices to perform covenant or quit, and all other termination notices permitted under State law.

Proposed Revision to Regulation 1001

The intent of Regulation 1001 is to clarify that all Rental Units, including Partially Covered Units (subject to just cause for eviction requirements) and Fully Covered Units (subject to just cause for eviction requirements and rent control), shall file notices of termination of tenancy and change in terms of the tenancy with the Rent Board.

As currently written, Regulation 1001 may be confusing to community members due to its reference to “Rental Units as described in Chapter 2 of [these] regulations,” because the purpose of Chapter 2, is, in part, to describe those categories of properties which are *exempt* from the Ordinance. Therefore, staff members recommend the Board’s adoption of a revised regulation that does not reference Chapter 2 and instead clarifies that Landlords of a Rental Units subject to the rent control and/or just cause for eviction provisions of the Rent Ordinance are required to file notices of Termination of Tenancy or Change in Terms of Tenancy with the Board.

Next Steps

In accordance with Regulation 323, the amended regulation would become effective January 15, 2021 (thirty calendar days from the date of the Board meeting). Staff members do not anticipate additional implementing actions will be necessary, considering the minor nature of the revision.

DOCUMENTS ATTACHED:

- Attachment 1- Proposed Amendment to Regulation 1001 (revisions in track changes)
- Attachment 2- Proposed Amendment to Regulation 1001 (clean)

1001. Notices of Termination of Tenancy or Change in Terms of Tenancy – All Rental Units

~~Where a Landlord who is s of Controlled Rental Units subject to any provision of the Fair Rent, Just Cause, and Homeowner Protection Ordinance serves a Tenant with either a Notice of Termination of Tenancy or Change in Terms of Tenancy, that Landlord or their representative, and Landlords of Rental Units as described in Chapter 2 of this Regulations subject to the just cause requirement for eviction shall file with the Board within two (2) business days after service of said Notice(s), shall file with the Rent Board of a notice on a Tenant of a termination of tenancy or change in terms of tenancy a copy of such served Notice, along notice, with a Pproof of Sservice of the Nnotice. Unless otherwise provided by Rent Program staff members, to properly file a copy of the served Notice and Proof of Service with the Rent Board, Landlords must submit their documents , including time and date of service, using, absent extraordinary circumstances, the appropriate onlinethrough the Rent Program’s online submission portal. form on the Rent Program website. If a Landlord does not fails to file with the Board the a copy of the Nnotice and Pproof of Sservice of eonecerning a Cchange in the Tterms of a Ttenancy, as required by this as provided in this SectionRegulation, such change shall be deemed null and void. Additionally, if a Landlord does not fails to file with the Board the Nnotice and Pproof of Sservice eonecerning of a Ttermination of Ttenancy as provided required byin this SectionRegulation, the failure is a complete defense in an Uunlawful Ddetainer.~~

“Notice of Termination of Tenancy” as used in this Chapter 10 shall mean any notice served on a Tenant in accordance with State law which seeks to recover possession of a Rental Unit. This includes, but is not limited to, three-day notices to pay rent or quit, notices to perform covenant or quit, and all other termination notices permitted under State law.

[Formerly Regulation 17-10; adopted September 20, 2017; [amended December 16, 2020](#)]

This page intentionally left blank

1001. Notices of Termination of Tenancy or Change in Terms of Tenancy – All Rental Units

Where a Landlord who is subject to any provision of the Fair Rent, Just Cause, and Homeowner Protection Ordinance serves a Tenant with either a Notice of Termination of Tenancy or Change in Terms of Tenancy, that Landlord or their representative, within two (2) business days *after* service of said Notice(s), shall file with the Rent Board a copy of such served Notice, along with a Proof of Service of the Notice. Unless otherwise provided by Rent Program staff members, to properly file a copy of the served Notice and Proof of Service with the Rent Board, Landlords must submit their documents through the Rent Program’s online submission portal. If a Landlord fails to file with the Board a copy of the Notice and Proof of Service of a Change in Terms of Tenancy, as required by this Regulation, such change shall be deemed null and void. Additionally, if a Landlord fails to file with the Board the Notice and Proof of Service of Termination of Tenancy as required by this Regulation, the failure is a complete defense in an Unlawful Detainer.

“Notice of Termination of Tenancy” as used in this Chapter 10 shall mean any notice served on a Tenant in accordance with State law which seeks to recover possession of a Rental Unit. This includes, but is not limited to, three-day notices to pay rent or quit, notices to perform covenant or quit, and all other termination notices permitted under State law.

[Formerly Regulation 17-10; adopted September 20, 2017; amended December 16, 2020]

This page intentionally left blank

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: December 16, 2020

Final Decision Date Deadline: December 16, 2020

STATEMENT OF THE ISSUE: At their meeting on November 18, 2020, members of the Rent Board received a presentation on revised proposed Owner Move-In eviction regulations and further discussed proposed Regulation 1009 (which would limit Landlords to one owner move-in eviction per property), specifically 1009 (C) 1 in the context of Richmond Municipal Code Section 11.100.050 (a) (6) (B). The Board opted to continue discussion of 1009 (C) 1 at the next Board meeting and directed staff to revise Regulation 1010 to provide that (1) Tenants are strongly encouraged but not required to update the Rent Program of any permanent changes to their contact information and (2) that the Rent Program shall actively assist in the exchange of this updated contact information between Tenants and Landlords.

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

- | | | |
|---|--|---------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) | | |
| <input type="checkbox"/> Public Hearing | <input checked="" type="checkbox"/> Regulation | <input type="checkbox"/> Other: |
| <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: CONTINUE DISCUSSION on proposed Regulation 1009 in the context of Richmond Municipal Code Section 11.100.050(a)(6)(B) and ADOPT proposed Regulation 1010 – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:

G-1.

This page intentionally left blank



AGENDA REPORT

DATE: December 16, 2020

TO: Chair Maddock and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: PROPOSED OWNER MOVE-IN EVICTION REGULATIONS

STATEMENT OF THE ISSUE:

At their meeting on November 18, 2020, members of the Rent Board received a presentation on revised proposed Owner Move-In eviction regulations and further discussed proposed Regulation 1009 (which would limit Landlords to one owner move-in eviction per property), specifically 1009 (C) 1 in the context of Richmond Municipal Code Section 11.100.050 (a) (6) (B). The Board opted to continue discussion of 1009 (C) 1 at the next Board meeting and directed staff to revise Regulation 1010 to provide that (1) Tenants are strongly encouraged but not required to update the Rent Program of any permanent changes to their contact information and (2) that the Rent Program shall actively assist in the exchange of this updated contact information between Tenants and Landlords.

RECOMMENDED ACTION:

CONTINUE DISCUSSION on proposed Regulation 1009 in the context of Richmond Municipal Code Section 11.100.050(a)(6)(B) and ADOPT proposed Regulation 1010 – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

FISCAL IMPACT OF PROPOSED POLICY OPTIONS:

The fiscal impact of administering an Owner Move-In eviction regulation depends on both the degree of administrative duties imposed by the adopted policy and the frequency with which OMI evictions occur. Based on the proposed compliance process approved by the Board at their meeting on February 19, 2020, staff members anticipate that the fiscal impact of administering the OMI compliance process will be approximately 0.1 FTE (Attachment 4). This includes 0.05 FTE of a Staff Attorney to review notices of termination of tenancy and follow up with community members if potential defects are identified, as well as 0.05 FTE of an Administrative Aide to draft the requisite notices, prepare and send notices of rights and obligations, prepare and mail the OMI postcards, and maintain records. This 0.1 FTE will be absorbed by the existing budget and staff.

DISCUSSION:

Background

Section 11.100.050(a)(6) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Rent Ordinance) provides that a Landlord may seek to recover possession of a rental unit in good faith for the use and occupancy as a Primary Residence by the Landlord or the Landlord's spouse, children, parents, or grandparents. This category of terminations is commonly referred to as "Owner Move-In evictions," or "OMI" evictions.

Policy Direction Provided by the Board

Since their meeting on September 16, 2020, the Board has directed staff members to incorporate the following revisions to the proposed regulations:

- 1009(B) 1: Clarify language to explicitly specify that a Natural Person shall include Owner of a trust, who is both a Trustor and Trustee.
- 1009(D) 5: Clarify language regarding Good Faith requirements, to make clear that consideration of "good faith" by the courts may be considered at the time of the service of a notice of termination pursuant 11.050.100(a) (6).
- 1009(E) Clarify or remove section regarding failure to occupy the rental unit.
- 1010(C) 3: Revise language regarding the change of address/contact information form to include shall contain a statement informing the Tenant that failure to update the Landlord and to remove and/or the Rent Program and add language that the Rent Program may facilitate an update of change of address between the displaced Tenant and Landlord.
- 1010(B) 2: State that the Rent Program shall send a written courtesy reminder to a Landlord who submitted a notice of termination of tenancy.
- 1010(C): Regarding continued occupancy certification, to revise the language and add other options for certification but to remove including but not limited to a copy of a valid California Driver's License or government issued for identification and provide clarification that after the Landlord has met the obligations can conduct another Owner Move-in on the property in the future.
- Clarify the question regarding the rental rate of a unit after an owner move in, if the Tenant does not exercise the right to first right of refusal. Staff explained how under the Richmond Rent Ordinance and its regulations, the Rent amount following an Owner Move-In eviction reverts to the Maximum Allowable Rent in effect at the time the Owner Move-In eviction occurred plus any applicable Annual General Adjustments.

ITEM G-1

- Clarify that the Protected Status Claim by Tenant be included in the revised Regulations. This would include language that after the Tenant has received the notice that they intend to make that claim.
- Revise Regulation 1010 to say that (1) Tenants are strongly encouraged but not required to update the Rent Program of any permanent changes to their contact information, (2) that the Rent Program actively assist in the exchange of this updated contact information between Tenants and Landlords and (3) that the change of address/contact information form shall contain a statement informing the Tenant that by using the form they consent to the information therein being provided to the Landlord.

Continued Discussion of Regulation 1009 (C) 1 and (C) 4

In accordance with the Board's policy direction, Rent Program staff drafted Regulation 1009 (C) 1 and (C) 4, which would place limits on how many Owner Move-In evictions could take place on a property. Prior to bringing this policy before the Board for its consideration and adoption at the October 21, 2020, Board meeting, staff recommended the Board discuss the policy to uncover how it aligns with the Rent Ordinance. After initial discussion at the October Board meeting, the item was continued to the November Board meeting. At the November 18, 2020, Board meeting, Boardmembers opted to continue discussion on Regulation 1009 (C) 1 in the context of Richmond Municipal Code Section 11.100.050 (a) (6) (B) at their meeting in December.

The Board has discussed Regulation 1009 at the last three Board meetings and has yet to reach a consensus on how to interpret RMC 11.100.050 (a) (6) (B). Rather than pressing the adoption of the Regulation, another option the Board has is to defer to the courts. This will require parties to seek relief and clarification through the judicial process.

Next Steps

Upon receipt of further policy direction from the Rent Board, staff members will prepare revised regulations for the Board's consideration at their Regular Meeting in January.

DOCUMENTS ATTACHED:

Attachment 1- Revised Proposed Regulation 1009 Owner Move-In Eviction Pursuant to Richmond Municipal Code Section 11.100.050(a)(6) – Redlined Version

Attachment 2 – Revised Proposed Regulation 1010 Post-Owner Move-In Eviction Requirements – Redlined Version

ITEM G-1

Attachment 3 – Revised Proposed Regulation 1010 Post-Owner Move-In Eviction Requirements – Clean Version

Attachment 4 – Proposed Compliance Process and Estimated Fiscal Impact

1009. Owner Move-In Eviction Pursuant Richmond Municipal Code Section 11.100.050(a)(6)

- A. Purpose of Regulation. Richmond Municipal Code Section 11.100.050(a)(6), permits the eviction of a Tenant where a Landlord who seeks to recover possession of a Rental Unit in good faith for use and occupancy as a Primary Residence for themselves, or for an enumerated qualifying relative. In response to community members' inquiries regarding the application of Richmond Municipal Code Section 11.100.050(a)(6), the purpose of this Regulation is to clarify those circumstances whereby the usage of Richmond Municipal Code Section 11.100.050(a)(6) is appropriate, and to aid the courts in interpreting the provisions of Richmond Municipal Code Section 11.100.050(a)(6).
- B. Definition of Natural Person for Purposes of this Regulation.
1. Only a Natural Person who has at least a 50 percent ownership interest in a Property shall be considered a Landlord.
 2. No corporation, partnership, limited partnership, trust company, as defined in California Financial Code, Section 107, real estate investment trust, as defined in Section 856 of the Internal Revenue Code, or association shall be considered a Natural Person.
 - 2.3. Notwithstanding Regulation 1009(B)(2), a Natural Person shall include an Owner of a Revocable Trust where the Owner is both the Trustor and Trustee, and holds 50% ownership interest in the Property.
- C. Number of Allowable Evictions Under Richmond Municipal Code Section 11.100.050(a)(6).

A "Landlord" as defined in Richmond Municipal Code Section 11.100.050(a)(6), may, in good faith, evict a Tenant from a Rental Unit for the use and occupancy as a Primary Residence for themselves or for their spouse, children, parents, or grandparents.

1. A Landlord that meets the definition espoused in Richmond Municipal Code Section 11.100.050(a)(6) shall only be permitted to perform one Owner Move-In eviction on the Property for either themselves, their spouse, children, parents, or grandparents.
2. Notwithstanding Regulation 1009(C)(1), a Landlord who has already performed an Owner Move-In for either themselves, their spouse, children, parents, or grandparents, may perform an additional Owner Move-In on the same Property if there is a demonstrated need for a Reasonable Accommodation based on a qualifying Disability as defined by Government Code Section 12955.3
3. The Landlord or enumerated relative must intend to occupy the Rental Unit as their Primary Residence as defined in Richmond Municipal Code Section 11.100.030(h). A Landlord shall only have one Primary Residence.

4. If ~~any~~ Landlord as defined by Richmond Municipal Code Section 11.100.050(a)(6) or an enumerated relative already occupies ~~one a Rental Unit~~ on a Property, that same Landlord, whether on behalf of themselves or their enumerated relative, may not conduct an eviction no eviction pursuant to Richmond Municipal Code Section 11.100.050(a)(6), ~~may take place~~ unless there is a demonstrated need for a Reasonable Accommodation based on a qualifying Disability as defined by Government Code Section 12955.3
5. No eviction pursuant to Richmond Municipal Code Section 11.100.050(a)(6) is permitted if a vacancy exists on the Property, unless there is a demonstrated need for a Reasonable Accommodation based on a qualifying Disability as defined by Government Code Section 12955.3

D. Good Faith Requirements.

This subsection illustrates, but does not exhaust, the factors that a Superior Court may consider as relevant evidence in determining whether the Landlord is acting or acted in good faith under Richmond Municipal Code Section 11.100.050(a)(6)(D).

1. A Landlord is not acting in good faith if the Landlord or enumerated relative for whom a Tenant has been evicted does not intend to move into the unit within 90 days of the date that the tenant vacates the unit and/or does not intend to thereafter occupy the Rental Unit for at least Thirty-Six (36) consecutive months as their Primary Residence.
2. Where proof is presented that an ownership interest was granted for the primary purpose of qualifying a person as a Landlord for purposes of eviction under Richmond Municipal Code Section 11.100.050(a)(6), the Landlord is not proceeding in good faith.
3. Where the same Landlord attempts to concurrently perform two evictions pursuant to Richmond Municipal Code Section 11.100.050(a)(6), that Landlord is not proceeding in good faith.
4. A Landlord who has served a notice of termination of tenancy under Richmond Municipal Code Section 11.100.050(a)(6) is not proceeding in good faith if the Landlord, at the time of the service of a notice of termination pursuant to Municipal Code Section 11.100.050(a)(6), has other vacant Rental Units on the Property where the Tenant currently resides, unless there exist a demonstrated Reasonable Accommodation, from the date of the notice to quit until the date of judgment of an Unlawful Detainer, unless there exists a demonstrated Reasonable Accommodation. A vacant unit shall include any Rental Unit for which the Landlord has received notice that a Tenant intends to vacate, a Rental Unit where the Landlord has obtained a Writ of Possession-Real Property, and any Rental unit which is otherwise vacant and not currently rented.

ITEM G-1 ATTACHMENT 1

5. The court, in making a determination regarding the presence or absence of Good Faith in an eviction, should consider, along with any other factors deemed relevant, These factors are not intended to be dispositive and the Superior Court should explore these factors within the totality of the factual circumstances before it: whether the Tenant has recently reported violations of Richmond Municipal Code Chapter 11.100, Richmond Rent Board Regulations, and/or Richmond Rent Board Orders to the Rent Program/Rent Board; whether the Landlord has vacant Rental Units in other residential rental properties in the City of Richmond; whether the Landlord has previously attempted to evict these or other Tenants pursuant to Richmond Municipal Code Section 11.100.050(a)(6); whether the Tenant being evicted is paying a low Rent in relation to other units on the property; whether the eviction is an attempt to move the tenant into a higher priced Rental Unit; and any additional relevant information.
6. In making a determination as to whether a wrongful eviction has occurred, the Superior Court should consider a Landlord's failure to comply with any of the provisions set forth in Regulation 1010, as evidence that the contested Owner Move-In was not performed in Good faith.

~~E. Failure to Occupy the Rental Unit. If the individual specified in the notice terminating tenancy pursuant to Richmond Regulation 11.100.050(a)(6), decides they no longer want to occupy the Rental Unit as their Primary Residence, the Landlord shall immediately offer the Rental Unit back to the Tenant who vacated the Rental Unit. In addition to any other remedies obligated under the City of Richmond Relocation Ordinance, any payment made pursuant to the City of Richmond Relocation Ordinance need not be returned.~~

This page intentionally left blank

1010. Post-Owner Move-In Eviction Requirements

- A. Purpose of Regulation. The purpose of Regulation 1010 is to establish reporting requirements for those Landlords who perform evictions pursuant to Richmond Municipal Code Section 11.100.050(a)(6), so that the Rent Board may adequately discharge its duties under Richmond Municipal Code Chapter 11.100, and effectively monitor the grounds for eviction.
- B. Certifications to Rent Program Required for Eviction or Tenant Vacating Pursuant to Richmond Municipal Code Section 11.100.050(a)(6) (Owner or Relative Move In).
1. Initial certification following vacancy by Tenant. A Landlord who evicts a Tenant pursuant to Richmond Municipal Code Section 11.100.050(a)(6) or where a Tenant vacates following a notice terminating tenancy, whether or not the notice is withdrawn, or other communications stating ~~or otherwise implying~~ that the Landlord seeks recovery of possession of the Rental Unit for purposes of moving into the Rental Unit, must submit to the Rent Program a completed certificate within thirty (30) days of the Tenant's vacating of the unit. This certificate shall be provided by the Rent Program via a Rent Program form and must include the amount of the Tenant's rent on the date the Tenant vacated.
 2. Statement of Occupancy. The Landlord or the designated qualifying relative must move into the Rental Unit within ninety (90) days of the Tenant's vacating of the Rental Unit. Within thirty (30) days of the Landlord or the Landlord's qualifying relative's commencing occupancy of the Rental Unit as a Primary Residence, the Landlord must file, on a Rent Program Form, a Statement of Occupancy attesting to their occupancy in addition to any evidence of occupancy as required by the Rent Program Form. The Rent Program shall send a written courtesy reminder to a Landlord who submitted a notice of termination of tenancy pursuant to Richmond Municipal Code Section 11.100.050(a)(6), of their obligation to move into the subject Rental Unit within ninety (90) days, and their need to submit a Statement of Occupancy to the Rent Program.
- C. Continued Occupancy Certification. Following a Landlord or qualifying relative occupying a unit pursuant to Richmond Municipal Code Section 11.100.050(a)(6), the Landlord must submit a certificate that the Landlord or the Landlord's qualifying relative continues to reside or not reside in the unit as a Primary Residence. The Landlord or the Landlord's qualifying relative must attach proof of residence in the Rental Unit. This proof may be in the form of bank statements, credit card statements, including but not limited to a copy of a valid California Driver's License or another government-issued form of identification, voided checks, moving expense documents, insurance policies, addressed to the individual showing the address of their Primary Residence/-Rental Unit. This certification must be provided every twelve (12) months from the initial move-in date for thirty-six (36) months following that move-in date. If the Landlord fails to provide the Statement of Occupancy to the Rent Program, fails to move into the Rental,

ITEM G-1 ATTACHMENT 2

or fails to occupy the Rental Unit for thirty-six (36) months, the Rent Program shall make all reasonable efforts to provide the displaced Tenant with such information and inform the displaced Tenant of their rights under Richmond Municipal Code Chapter 11.100. Right of First Refusal Pursuant to Richmond Municipal Code Section 11.100.050(a)(6).

1. Right of First Refusal. Upon service of a notice of termination of tenancy pursuant to Richmond Municipal Code Section 11.100.050(a)(6), or other communications stating ~~or otherwise implying~~ that the Landlord seeks recovery of possession of the Rental Unit for purposes of moving into the Rental Unit, the Landlord shall provide the Tenant a Rent Program form, or its equivalent, describing the Tenant's right to return to the Rental Unit if the Rental Unit is ever re-rented. Additionally, the Rent Program form, or its equivalent, shall instruct the Tenant to indicate whether they would be interested in re-renting the Rental Unit at the same Rent plus all applicable Annual General Adjustments, subject to Regulation 602, if the Rental Unit is offered for Rent. The Tenant shall provide the Landlord, in writing, their interest to return to the Rental Unit if it is ever offered for Rent and shall provide the Rent Program with a copy of the said written notice.
2. Contact information. The Tenant shall inform the Landlord ~~and the Rent Program~~ of their most current address or contact information so as to permit the Landlord to reoffer the Tenant the Rental Unit if it ever should be offered for Rent. Tenants are strongly encouraged, but are not required, to update the Rent Program of any changes to their permanent contact information.
3. Change of Address Form or other Contact Information: The Rent Program shall make available for access a blank change of address/contact information form that the displaced Tenant ~~can~~ may use to keep the Rent Program and the Landlord apprised of any future changes of address or contact information. Change of address/contact information form shall contain a statement informing the Tenant that by using the form they consent to the information therein being provided to the Landlord and that failure to update the Landlord ~~and/or the Rent Program~~ with the most up to date contact information may result in a forfeiture of their right of first refusal. The Rent Program may facilitate an update of the change of address between the displaced Tenant and Landlord. Where the Rent Program chooses to facilitate an update of the displaced Tenant's change of address, the Rent Program shall send the Landlord written notification of the displaced Tenant's new address. This written notification shall be sent to the address that the Landlord performed an eviction pursuant to Richmond Municipal Code Section 11.100.050(a)(6).
4. Maintenance of Tenant Address or other Contact Information. The Landlord shall, and the Rent Program may, maintain the Tenant's contact information until a time of which the Tenant's right of first refusal has either vested or been extinguished. Although the Rent Program may choose to maintain the contact information of the

Formatted: Font: (Default) Times New Roman

Tenant, it in no way assumes liability for a Landlord's failure to reoffer the Rental Unit to the displaced Tenant, as the Landlord shall have the sole responsibility of meeting their obligation to reoffer a Rental Unit for Rent pursuant to Richmond Municipal Code Section 11.100.050(c), and these Regulations.

5. Reoffering the Rental Unit for Rent. It shall be the sole responsibility of the Landlord to reoffer the Rental Unit for Rent if it is ever returned to the rental market. In the event that the Landlord offers the Rental Unit for Rent, the Landlord shall inform the Rent Program of their intent to offer the Rental Unit for Rent and send the displaced Tenant a written offer to re-rent the Rental Unit at no more than the same Rent the Tenant was paying at the time of service of the notice of termination plus any applicable Annual General Adjustments subject to the provisions of Richmond Regulation 602. The Landlord shall provide a copy of the written offer letter to the Rent Program within five (5) days from the date the Landlord sent the offer to the Tenant. If the Landlord does not have the displaced Tenant's contact information, the Landlord shall request the Rent Program provide the Landlord with the Tenant's contact information. If the Rent Program does not have the Tenant's contact information, the Landlord's obligation to reoffer the Rental Unit for Rent shall be deemed satisfied. On the other hand, if the Rent Program does have the Tenant's contact information, the Rent Program shall provide that information to the Landlord on an expedited basis.-
6. Failure to Respond to Landlord's Offering to Re-Rent the Rental Unit. The Tenant shall have thirty-days (30), plus any applicable time provided under California Code of Civil Procedure 1013(a), as amended,, to respond in writing to the Landlord's written offer for re-renting the Rental Unit. Upon responding in writing to the Landlord's offer, the Tenant shall file a copy of their written response with the Rent Program. A Tenant's failure to timely respond to a Landlord's offer to re-rent the Rental Unit that fully adheres to the provisions of Regulation 1010, shall extinguish the Right of First Refusal.

This page intentionally left blank

1010. Post-Owner Move-In Eviction Requirements

- A. Purpose of Regulation. The purpose of Regulation 1010 is to establish reporting requirements for those Landlords who perform evictions pursuant to Richmond Municipal Code Section 11.100.050(a)(6), so that the Rent Board may adequately discharge its duties under Richmond Municipal Code Chapter 11.100, and effectively monitor the grounds for eviction.

- B. Certifications to Rent Program Required for Eviction or Tenant Vacating Pursuant to Richmond Municipal Code Section 11.100.050(a)(6) (Owner or Relative Move In).
 - 1. Initial certification following vacancy by Tenant. A Landlord who evicts a Tenant pursuant to Richmond Municipal Code Section 11.100.050(a)(6) or where a Tenant vacates following a notice terminating tenancy, whether or not the notice is withdrawn, or other communications stating that the Landlord seeks recovery of possession of the Rental Unit for purposes of moving into the Rental Unit, must submit to the Rent Program a completed certificate within thirty (30) days of the Tenant's vacating of the unit. This certificate shall be provided by the Rent Program via a Rent Program form and must include the amount of the Tenant's rent on the date the Tenant vacated.

 - 2. Statement of Occupancy. The Landlord or the designated qualifying relative must move into the Rental Unit within ninety (90) days of the Tenant's vacating of the Rental Unit. Within thirty (30) days of the Landlord or the Landlord's qualifying relative's commencing occupancy of the Rental Unit as a Primary Residence, the Landlord must file, on a Rent Program Form, a Statement of Occupancy attesting to their occupancy in addition to any evidence of occupancy as required by the Rent Program Form. The Rent Program shall send a written courtesy reminder to a Landlord who submitted a notice of termination of tenancy pursuant to Richmond Municipal Code Section 11.100.050(a)(6), of their obligation to move into the subject Rental Unit within ninety (90) days, and their need to submit a Statement of Occupancy to the Rent Program.

- C. Continued Occupancy Certification. Following a Landlord or qualifying relative occupying a unit pursuant to Richmond Municipal Code Section 11.100.050(a)(6), the Landlord must submit a certificate that the Landlord or the Landlord's qualifying relative continues to reside or not reside in the unit as a Primary Residence. The Landlord or the Landlord's qualifying relative must attach proof of residence in the Rental Unit. This proof may be in the form of bank statements, credit card statements, government-issued form of identification, voided checks, moving expense documents, insurance policies, addressed to the individual at their Primary Residence/This certification must be provided every twelve (12) months from the initial move-in date for thirty-six (36) months following that move-in date. If the Landlord fails to provide the Statement of Occupancy to the Rent Program, fails to move into the Rental, or fails to occupy the Rental Unit for thirty-six (36) months, the Rent Program shall make all reasonable efforts to provide the

ITEM G-1 ATTACHMENT 3

displaced Tenant with such information and inform the displaced Tenant of their rights under Richmond Municipal Code Chapter 11.100.

Right of First Refusal Pursuant to Richmond Municipal Code Section 11.100.050(a)(6).

1. Right of First Refusal. Upon service of a notice of termination of tenancy pursuant to Richmond Municipal Code Section 11.100.050(a)(6), or other communications stating that the Landlord seeks recovery of possession of the Rental Unit for purposes of moving into the Rental Unit, the Landlord shall provide the Tenant a Rent Program form, or its equivalent, describing the Tenant's right to return to the Rental Unit if the Rental Unit is ever re-rented. Additionally, the Rent Program form, or its equivalent, shall instruct the Tenant to indicate whether they would be interested in re-renting the Rental Unit at the same Rent plus all applicable Annual General Adjustments, subject to Regulation 602, if the Rental Unit is offered for Rent. The Tenant shall provide the Landlord, in writing, their interest to return to the Rental Unit if it is ever offered for Rent and shall provide the Rent Program with a copy of the said written notice.
2. Contact information. The Tenant shall inform the Landlord of their most current address or contact information so as to permit the Landlord to reoffer the Tenant the Rental Unit if it ever should be offered for Rent. Tenants are strongly encouraged, but are not required, to update the Rent Program of any changes to their permanent contact information.
3. Change of Address Form or other Contact Information: The Rent Program shall make available for access a blank change of address/contact information form that the displaced Tenant may use to keep the Rent Program and the Landlord apprised of any future changes of address or contact information. Change of address/contact information form shall contain a statement informing the Tenant that by using the form they consent to the information therein being provided to the Landlord and that failure to update the Landlord with the most up to date contact information may result in a forfeiture of their right of first refusal. The Rent Program may facilitate an update of the change of address between the displaced Tenant and Landlord. Where the Rent Program chooses to facilitate an update of the displaced Tenant's change of address, the Rent Program shall send the Landlord written notification of the displaced Tenant's new address. This written notification shall be sent to the address that the Landlord performed an eviction pursuant to Richmond Municipal Code Section 11.100.050(a)(6).
4. Maintenance of Tenant Address or other Contact Information. The Landlord shall, and the Rent Program may, maintain the Tenant's contact information until a time of which the Tenant's right of first refusal has either vested or been extinguished. Although the Rent Program may choose to maintain the contact information of the Tenant, it in no way assumes liability for a Landlord's failure to reoffer the Rental Unit to the displaced Tenant, as the Landlord shall have the sole responsibility of

ITEM G-1
ATTACHMENT 3

meeting their obligation to reoffer a Rental Unit for Rent pursuant to Richmond Municipal Code Section 11.100.050(c), and these Regulations.

5. Reoffering the Rental Unit for Rent. It shall be the sole responsibility of the Landlord to reoffer the Rental Unit for Rent if it is ever returned to the rental market. In the event that the Landlord offers the Rental Unit for Rent, the Landlord shall inform the Rent Program of their intent to offer the Rental Unit for Rent and send the displaced Tenant a written offer to re-rent the Rental Unit at no more than the same Rent the Tenant was paying at the time of service of the notice of termination plus any applicable Annual General Adjustments subject to the provisions of Richmond Regulation 602. The Landlord shall provide a copy of the written offer letter to the Rent Program within five (5) days from the date the Landlord sent the offer to the Tenant. If the Landlord does not have the displaced Tenant's contact information, the Landlord shall request the Rent Program provide the Landlord with the Tenant's contact information. If the Rent Program does not have the Tenant's contact information, the Landlord's obligation to reoffer the Rental Unit for Rent shall be deemed satisfied. On the other hand, if the Rent Program does have the Tenant's contact information, the Rent Program shall provide that information to the Landlord on an expedited basis.

6. Failure to Respond to Landlord's Offering to Re-Rent the Rental Unit. The Tenant shall have thirty-days (30), plus any applicable time provided under California Code of Civil Procedure 1013(a), as amended,, to respond in writing to the Landlord's written offer for re-renting the Rental Unit. Upon responding in writing to the Landlord's offer, the Tenant shall file a copy of their written response with the Rent Program. A Tenant's failure to timely respond to a Landlord's offer to re-rent the Rental Unit that fully adheres to the provisions of Regulation 1010, shall extinguish the Right of First Refusal.

This page intentionally left blank

OMI Compliance Process (Applies to All Rental Units)

Landlord serves Tenant with a notice of termination of tenancy for Owner Move-In. The notice includes a **Notice of Interest in Renewing Tenancy form**, which the Tenant can complete to inform the Landlord of their interest in re-renewing the Tenancy if the rental unit becomes available.



Rent Program staff review the notice and send a letter to the Landlord and Tenant explaining their respective rights and obligations associated with an OMI eviction



Within 90 days of the date of service of the notice of termination of tenancy, the Landlord is required to file a **Statement of Occupancy form** with the Rent Program (this form must be re-completed annually for three years)



For five years following the OMI eviction, Rent Program staff send a postcard to the former rental unit, notifying unauthorized occupants (e.g. another Tenant) that they should contact the Rent Program



If it is determined that the unit has been re-rented before the three year period expires, Rent Program staff (1) follow up with the Landlord about Property Enrollment and Tenancy Registration requirements and (2) notify the former Tenant of their right to pursue legal action

Estimated Fiscal Impact to the Rent Program of Proposed Compliance Process: 0.1 FTE

- **0.05 FTE Staff Attorney**
 - Review notice of termination
 - Follow up with community members if potential defects are identified
- **0.05 FTE Administrative Aide**
 - Draft Notice of Interest in Renewing Tenancy and Statement of Occupancy forms
 - Prepare and send Rights and Obligations Letter
 - Prepare and mail OMI postcard
 - Maintain records

This page intentionally left blank