



REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND

AGENDA
Wednesday, February 17, 2021

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/87053071080?pwd=em1HQ1ZuZ20wOEpxKzlxUUEzRGFQdz09>

Step 2: Enter the following password: rentboard

By Telephone:

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

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

Step 2: Webinar ID: 870 5307 1080

International numbers available: <https://us02web.zoom.us/j/87053071080>

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, February 17, 2021**. 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 January 20, 2021, Regular Meeting of the Richmond Rent Board. *Cynthia Shaw*

F-2. RECEIVE letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100. *Cynthia Shaw*

F-3. RECEIVE the January 2021 Rent Program Monthly Report. *Paige Roosa*

F-4. RECEIVE the Rent Program FY 2020-21 Monthly Revenue and Expenditure Report through January 2021. *Paige Roosa*

F-5. APPROVE a contract for interpretation services with Interpreters Unlimited with a payment limit not to exceed \$3,000 for the term March 1, 2021, through June 30, 2021. *Nicolas Traylor
Paige Roosa*

G. CONSIDERATION OF APPEALS

G-1. Appellant appeals a Hearing Examiner's Decision that awarded Respondents Excess Rent in the amount of \$13,248.01, based on the notion that the Appellant failed to remit full Relocation payments, failed to return a portion of Security *Charles Oshinuga*

Deposit, and charged utilities despite the lack of submetering. On appeal, Appellant challenges whether the Record contained substantial evidence to warrant the Hearing Examiner's decision to grant an Excess Rent award based on a failure to return Respondents' Security Deposit and unlawfully charging utilities despite the lack of submetering. Appellant does not appeal the Hearing Examiner's Relocation award of \$4,396 to Upper Unit Respondents; however, the Appellant does contest the Relocation award of \$6,486 given to the Lower Unit Respondents.

H. RENT BOARD AS A WHOLE

- H-1.** (1) RECEIVE a draft Fiscal Year 2021-22 Rent Program budget, corresponding Rental Housing Fee study, and 10-year financial projection and PROVIDE direction to staff; and (2) DETERMINE the date and time of a public hearing concerning adoption of the Fiscal Year 2021-22 budget and approval of the fee study consistent with Sections 11.100.060(n) and (l) of the Rent Ordinance.

*Nicolas Traylor
Paige Roosa*

I. REGULATIONS

- I-1.** ADOPT Regulation 301.5 to permit Boardmembers whose terms have expired to continue serving until they are replaced.
- I-2.** ADOPT the revised Richmond Rent Board Special Revenue Fund Operating Reserve Policy.

*Nicolas Traylor
Paige Roosa*

*Nicolas Traylor
Paige Roosa*

J. REPORTS OF OFFICERS

K. 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: February 17, 2021

Final Decision Date Deadline: February 17, 2021

STATEMENT OF THE ISSUE: The minutes of the January 20, 2021, Regular Meeting of the Richmond Rent Board require approval.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE the minutes of the January 20, 2021, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-1.

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RICHMOND, CALIFORNIA, January 20, 2021

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/89345050449?pwd=d1UyemdRR0tudk0rajlxQkdRSE1tQT09>
Password: rentboard

Or By Telephone:

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

Webinar ID: 893 4505 0449

International numbers available:

<https://us02web.zoom.us/j/kd8uAHDKiY>

Community members who wished to make a public comment were required to submit their comments via email by 3:00 p.m. on Wednesday, January 20, 2021, 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

Item F-5 was removed from the Consent Calendar for discussion before Item I, Reports of Officers.

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 about their rental units. He also invited Boardmembers to attend the Contra Costa Mayors Conference held on February 4, 2021, at 6:30 PM.

Ilna Clark expressed concerns regarding item G-1 under Rent Board as a Whole, requesting that this item be removed from the Consent Calendar and request that the Board not approve it. She also expressed that a reserve of 30% is much higher than reasonable and necessary. She feels that this item requires more discussion. *Rent Board Clerk Cynthia Shaw clarified that Item G-1 was under Rent Board as a Whole and was not on the Consent Calendar.*

RENT BOARD CONSENT CALENDAR

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

*F-1. Approve the minutes of the December 16, 2020, Regular Meeting of the Richmond Rent Board.

* F-2. Receive letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100.

*F-3. Receive the December 2020 Rent Program Monthly Report.

*F-4. Receive the Rent Program FY 2020-21 Monthly Revenue and Expenditure Report through December 2020.

RENT BOARD AS A WHOLE

G-1. The matter to (1) receive and adopt the Richmond Rent Board Special Revenue Fund Operating Reserve Policy; and (2) direct staff to prepare a plan to phase in contributions to the reserves to meet the targeted levels over the next three years for the Board's consideration during the Fiscal Year 2021-22 budget adoption process was presented by Deputy Director Paige Roosa. The presentation included the Reserve Policy background information, the purpose of the Reserve Policy, case study research, a proposed Reserve Policy, a proposed Reserve Compliance Policy, a proposed funding strategy and conditions for use of reserves, a periodic review of reserve targets, the status of existing fund balances, proposed next steps, and the recommended action. Discussion ensued. The following individual gave comment: Ilona Clark. A motion by Boardmember Finlay, seconded by Boardmember Conner, to receive the Richmond Rent Board Special Revenue Fund Operating Reserve Policy and direct staff to revise the policy to require that the Rent Board maintain a minimum reserve balance equivalent to 18 percent of current year budgeted operating expenses, not to exceed 25 percent of current year budgeted operating expenses, held in the three categories of reserves presented by staff, 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 adopt revised proposed Regulation 1009, clarifying the definition of a natural person, the number of allowable evictions, and good faith requirements as they relate to Owner Move-In (OMI) evictions pursuant to Section 11.100.060(a)(6) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, was presented by Executive Director Nicolas Traylor. The presentation included background information, policy direction provided by the Rent Board concerning Regulation 1009, a summary of proposed Regulation 1009, Section A of proposed Regulation 1009, which included the purpose, Section B of proposed Regulation 1009, which included the definition of a Natural Person, Section C of proposed Regulation 1009, which included the number of allowable evictions, a summary of proposed Regulation 1009 which included an illustrative example of "Good Faith," proposed next steps, and the recommended action. The following individuals gave comments: Marilyn Langlois and Ilana Clark. Discussion ensued. A motion by Boardmember Finlay, seconded by

Boardmember Conner, to adopt revised proposed Regulation 1009, clarifying the definition of a natural person, the number of allowable evictions, and good faith requirements as they relate to Owner Move-In (OMI) evictions pursuant to Section 11.100.060(a)(6) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, passed by the following vote: **Ayes:** Boardmember Conner, Finlay and Chair Maddock. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Gerould.

F-5. The matter to receive the budgeted versus actual revenue and expenditures report for the second quarter ending December 31, 2020, was presented by Deputy Director Paige Roosa. The presentation included the purpose of budgeted verses actual reports, description of variances, a correction to the published report, and the recommended action. There were no public comments on this item. Discussion ensued. A motion by Boardmember Finlay, seconded by Boardmember Conner, to receive the corrected budgeted versus actual revenue and expenditures report for the second quarter ending December 31, 2020, passed by the following vote: **Ayes:** Boardmember Conner, Finlay and Chair Maddock. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Gerould.

REPORTS OF OFFICERS

Executive Director Nicolas Traylor gave a brief report about the upcoming Community Workshop Webinar titled “Rights & Responsibilities for Tenants & Landlords during COVID-19 Pandemic” to be held on Friday, January 29, 2021 from 4-6pm. He also added that the annual calendar for the remaining workshops has been posted on the website. He also added that the agency is in the process of training a new Housing Counselor and that he has been assisting with counseling. He added that there is a significant uptick in threats of eviction, Owner Move-in evictions, and desperation on the part of Landlords and Tenants trying to figure out how to navigate the present situation. He also added that the need to educate the community has never been greater and he invited the Boardmembers to attend the upcoming community workshop webinar.

Deputy Director Paige Roosa announced that that the Richmond Rapid Response Fund (R3F) received a \$40,000 grant from East Bay Community Foundation to support the Rent Assistance Program for Homelessness and Displacement Prevention and indicated that community partners will be working

on disbursing these funds to Richmond landlords whose tenants have been financially impacted by the Covid-19 pandemic.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:04 P.M.

Cynthia Shaw and Sarah Schaff
Staff Clerks

(SEAL)

Approved:

Lauren Maddock, Chair

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 17, 2021

Final Decision Date Deadline: February 17, 2021

STATEMENT OF THE ISSUE: Members of the community have sent letters to the Rent Board and Rent Program staff members. Staff members recommend letters that do not pertain to a specific item on the Rent Board agenda be included as consent items for consideration by the Rent Board.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: RECEIVE letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100 – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-2.

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Cynthia Shaw

From: Doss & Felix <doss_felix@yahoo.com>
Sent: Saturday, January 16, 2021 11:31 PM
To: Cynthia Shaw
Subject: please forward to Richmond Rent Board - RE OMI - H-1

Dear Richmond Rent Board

Thanks for all you do and thanks for the opportunity to put in my 2 cents.

RE: OMI - as part of Just Cause Evictions

I agree that some landlords might wish to play a game of chess with tenants in order to work the system for higher rents. That is not us. I understand the reason you want OMI rules.

That said, some of us have bought certain buildings as part of a long term family planning strategy. It has become evident that in these uncertain times, we may need to house our own family members. The strategy is for the long term security of the family, both financial and as actual housing. We have 3 young adult children not yet set. One of our children is disabled. We have senior siblings, nieces and nephews, and luckily still some aged parents . As much as I love them all, I really don't want to live under the same roof with them forever.

Please consider this type of family situation with the OMI. If you limit the number of OMI's per property (multi-family buildings), it could have major impact. I understand that the family member actually needs to live there as a permanent address. I think once an OMI is completed, we should be allowed to keep this unit as a serial family resident home - as in, first your parent, then one of your children, then another for as long as needed. You could limit the gaps of time between family members . It might take 4-6 months to get the transition accomplished. Also additional units should be allowed to have OMI. What if none of my kids can afford to buy a home in the Bay Area? That is a real possibility. Perhaps you could limit how often an OMI could happen in one multi-family building. Maybe no more than one OMI per building per 6 months or per year. If a tenant moves out on their own accord, and a family member moves in with no OMI action, that should not count against the landlord as an OMI.

Some of my siblings have young adult children and grandkids who are struggling. I would like to think I could help them out as well if needed. Offering to rent them a home for Bay Area prices is a big pill to swallow if we have an option in place for which we planned , purchased , and maintained since 1988.

Again, I love my kids and other relatives, but I really want to try out the empty nest.

I get along with my tenants. We have good relationships. We treat them fairly and with respect. But, they are not my family. Nowhere, in the leases signed before Rent Control, did we agree to a life-long relationship. They are nice folks. But, this is our family business.

ASKS:

1. More than one OMI per building for other family members
2. Broader definition of family member

3. Allow for serial habitation of a unit by family members.
4. If a unit has become available due to normal attrition and a family member moves in, this should not be considered as OMI - as there was no eviction.

Thanks so much. Be safe.

Jerrilee Doss (and Raymond Felix)

owners of 2719 Nevin a 4-plex

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 17, 2021

Final Decision Date Deadline: February 17, 2021

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

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

ITEM

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| <input type="checkbox"/> 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 January 2021 Rent Program Monthly Report - Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

F-3.

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MEMORANDUM

TO: Executive Director Traylor and Members of the Rent Board

FROM: Paige Roosa, Deputy Director

DATE: February 17, 2021

SUBJECT: JANUARY 2021 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).

January 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 and Enrollment Unit staff members launched a series of social media efforts in January to spread the word about the services provided by the Rent Program. As part of their ongoing efforts to engage members of the public through our social media accounts, Rent Program Services Analysts Magaly Chavez and Monica Bejarano designed and published a series of social media posts in English and Spanish to share information about the types of services provided by the Rent Program with community members and provide responses to frequently asked questions about the Rent Program (such as, "are there any costs associated with Rent Program services?" and "what responsibilities does a Landlord have to be in compliance with the Rent Ordinance?") Staff continue to explore the most effective ways to engage the community remotely through social media and look forward to continuing to bolstering our social media presence in 2021.

Richmond Rent Program
Published by Magaly Chavez · January 14 at 5:00 PM · 🌐

Today we cover "What services does the Richmond Rent Program provide to the community?" View our post below to find out more information!

If you have any questions contact us during business hours by phone (510) 234-RENT(7368) or by email at rent@ci.richmond.ca.us.

#RichmondCalifornia #FAQ #RentProgram #RichmondRentOrdinance

What services does the Rent Program provide to the community?

The Rent Program provides an array of services to the community relating to the Rent Ordinance.

Some of these services include*:

- Counseling and educational services on the rights and responsibilities of tenants and landlords under the Rent Ordinance and applicable state law
- Mediation services
- Referrals to community legal service providers
- Targeted outreach to tenants and landlords involved in Just Cause for Eviction
- Administration of the Rent Adjustment Petition Process
- Community education workshops

* The above services, although continuing to be provided, are currently subject to modification due to the various shelter in place and social distancing measures in response to the COVID-19 pandemic.

Contact the Richmond Rent Program!

Community Resources

www.richmondrent.org
(510) 234-RENT (7368)
rent@ci.richmond.ca.us
Business Hours: Monday-Friday

Legal Assistance:
Bay Area Legal Aid
Legal Advice Line
(949) 250-1220

Rent Assistance:
Season of Sharing
(925) 511-9965
seasonofsharing.org

Public Information and Enrollment Unit staff members announced the 2021 Community Workshop Calendar. While large in-person gatherings may be a thing of the past for the foreseeable future, the Rent Program will continue to provide informational workshops throughout 2021 utilizing an online webinar platform. Beginning in March 2020, the Covid-19 pandemic necessitated our migration to hosting online webinars instead of in-person

440 Civic Center Plaza, Richmond, CA 94804-1630

Telephone: 510-234-RENT (7368) Fax: (510) 307-8149 www.richmondrent.org

ITEM F-3

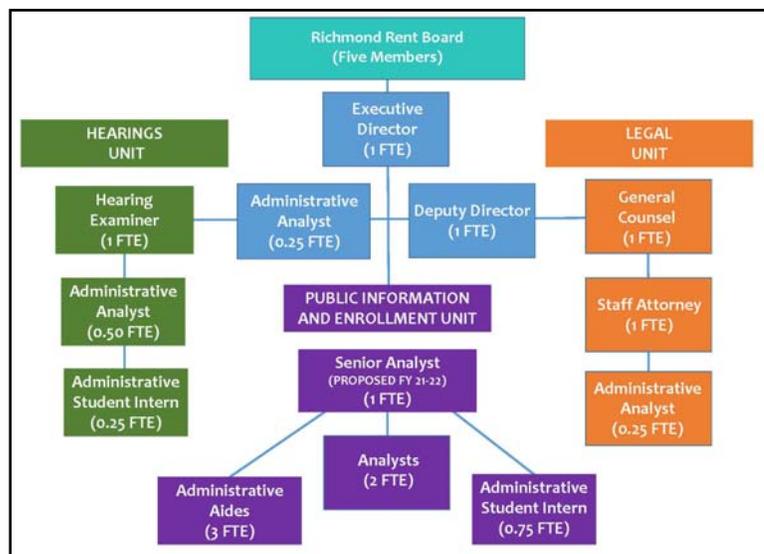
workshops and will continue to impact our ability to engage community members at City Hall. Workshops will now be held on one Friday each month from 4 PM to 6 PM and each workshop will be conducted in both English and Spanish. Members of the public are encouraged to visit the Rent Program’s Workshops webpage (<http://www.ci.richmond.ca.us/3541/Workshops>) to access the 2021 Workshop Calendar as well as prior year workshop materials, including recordings of last year’s webinars.

Staff members continue to support the Rent Assistance Program, an initiative of the Richmond Rapid Response Fund (R3F). Throughout the month of January, Executive Director Nicolas Traylor and I continued to participate in development meetings to further the establishment of a Rent Assistance Program specifically for Richmond residents. In January, the Rent Assistance Program secured an additional \$150,000 from donors including the East Bay Community



Foundation. R3F partner agencies Richmond Neighborhood Housing Services, SparkPoint Contra Costa, and CHDC continue to process applications from qualifying Richmond residents. For more information about Rent Assistance resources available to Richmond households, please visit <http://www.ci.richmond.ca.us/4024/Rent-Assistance-Resources>.

Management staff implemented organizational changes, most notably the consolidation of the Billing and Registration and Public Information Units into a new “Public Information and Enrollment Unit.” The changes necessitated in 2020 due to the Covid-19 pandemic provided senior staff with the opportunity to reflect on the effectiveness of the Rent Program agency’s organizational structure. As a result of this reflection, Executive Director Traylor and I devised a revised organizational chart to streamline agency operations and improve the agency’s overall efficiency. In January, we began implementing the revised organizational structure by consolidating the Billing and Registration and Public Information Units into one consolidated unit and shifting one Staff Attorney’s duties away from management of the Public Information Unit to focus on the work required of the Legal Unit. The Public Information and Enrollment Unit is now managed by the Executive Director and is proposed to eventually report to a Senior Analyst position (pending approval by the Rent Board, Personnel Board, and City Council.)



Summary of ActivitiesI. Department Unit Activities

PUBLIC INFORMATION & ENROLLMENT UNIT	<i>Current Month Occurrences</i>	<i>Prior Year Occurrences (January 2020)</i>	<i>% Change from Prior Year (January 2020)</i>
Persons Assisted By Front Office Unit	212	90	133.0%
Housing Counseling Sessions	412	324	27.2%
By Phone	218	131	66.4%
By Email	194	84	130.6%
In-Person	0	109	-100.0%
Sessions Conducted in a Language other than English	157	73	115.1%
Sessions Conducted in Spanish	157	72	118.1%
Sessions Conducted in Cantonese	0	1	-100.0%
Legal Service Referral Forms Completed	9	7	28.6%
Mediations Conducted	2	0	N/A
Courtesy Compliance Letters Mailed	24	8	200.0%
Total Hard Copy Notices Processed	6	33	-81.8%
Rent Increase Notices Processed	0	17	-100.0%
Termination of Tenancy Notices Processed	6	16	-62.5%
Billing/Enrollment/Registration Sessions	96	39	146.2%
By Phone	15	32	-53.1%
By Email	81	4	1,925.0%
In-Person	0	3	-100.0%
Enrollment/Tenancy Registration Packets Mailed	4	174	-97.7%
Enrollment Forms Processed	13	53	-75.5%
Invoices Generated	27	239	-88.7%
Payments/Checks Processed	21	20	5.0%
Payments Returned	2	4	-50.0%
Compliance Actions (reviewing records, exemption statuses, owner addresses)	194	157	23.6%
Declarations of Exemption Processed	7	0	N/A
Request for Administrative Determination of Applicability Received	2	N/A	N/A

ITEM F-3

PUBLIC INFORMATION & ENROLLMENT UNIT (continued)	<i>Current Month Occurrences</i>	<i>Prior Year Occurrences (January 2020)</i>	<i>% Change from Prior Year (January 2020)</i>
Monthly Revenue Collected (01/01/2021 - 01/31/2021)	\$66,284	\$48,027	38.0%
Revenue Collected in FY 2020-21 (through 01/31/2021)	\$2,281,592	\$2,403,230	-5.1%

LEGAL UNIT	<i>Current Month Occurrences</i>	<i>Prior Year Occurrences (January 2020)</i>	<i>% Change from Prior Year (January 2020)</i>
Public Records Act Requests Received	1	1	0.0%
Owner Move-In Termination Notices Reviewed	1	1	0.0%

HEARINGS UNIT	<i>Current Month Occurrences</i>	<i>Prior Year Occurrences (January 2020)</i>	<i>% Change from Prior Year (January 2020)</i>
Total Consultations with Hearings Unit Coordinator	40	42	-4.8%
By Phone	9	14	-35.7%
By Email	31	28	10.7%
In-Person	0	0	N/A
Total Landlord Petitions Received	1	1	0.0%
Landlord Request for an Administrative Determination of Exempt Status Received	1	0	N/A
Total Tenant Petitions Received	2	11	-81.8%
Tenant Petition Based on Multiple Ground Received	1	3	-66.7%
Tenant Petition for Failure to Pay Relocation Payments Received	1	3	-66.7%
Total "Other" Petitions Received	1	2	-50.0%
Requests for a Continuance of the Hearing Process Received	1	0	N/A
Total Number of Pending Petition Cases (<i>"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</i>)	7	27	-74.1%
Pending Tenant Petitions (As of 2/9/2021)	5	23	-78.3%
Pending Landlord Petitions (As of 2/9/2021)	2	4	-50.0%

ITEM F-3

HEARINGS UNIT (continued)	<i>Current Month Occurren ces</i>	<i>Prior Year Occurrences (January 2020)</i>	<i>% Change from Prior Year (January 2020)</i>
Total Number of Cases Closed	8	2	300.0%
Decisions Ordered	1	0	N/A
Cases Settled	4	1	300.0%
Cases Dismissed	1	1	0.0%
Petitions Withdrawn	2	1	100.0%
Appeals Filed	1	0	N/A

II. Online Notices Filed with the Rent Program

<i>Type of Form</i>	<i>Monthly Submissions/ Notices Filed</i>	<i>Prior Year Total (January 2020)</i>	<i>% Change from Prior Year (January 2020)</i>
Agent Authorization	0	2	-100.0%
Proof of Excess Rent Refund	0	2	-100.0%
Proof of Permanent Relocation Payment	1	2	-50.0%
Proof of Temporary Relocation Payment	0	0	N/A
Change in Terms of Tenancy Notices Filed	1	16	-93.8%
Rent Increase Notices Filed	125	54	131.5%
Termination Notices Filed ¹	50	239	-79.1%
<i>Applicable Just Cause for Eviction – Nonpayment of Rent</i>	28	232	-87.9%
<i>Applicable Just for Eviction- Breach of Lease</i>	9	4	125.0%
<i>Applicable Just Cause for Eviction – Owner Move In</i>	2	3	-33.3%
<i>Applicable Just Cause for Eviction- Withdrawal from Rent Market</i>	1	0	N/A
<i>Applicable Just Cause for Eviction- Nuisance</i>	10	0	N/A
Total Online Form Submissions	177	315	-43.8%

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.

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 17, 2021

Final Decision Date Deadline: February 17, 2021

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> | |

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

RECOMMENDED ACTION: RECEIVE the Rent Program FY 2020-21 Monthly Revenue and Expenditure Report through January 2021 – Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

F-4.

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Rent Program
FY2020-21 Monthly Revenue and Expenditure Report

ITEM F-4

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)	(61,464.90)	(64,051.25)	-	-	-	-	(2,251,061.20)	(357,994.80)	86.3%	
			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)	(61,464.90)	(64,051.25)	-	-	-	-	(2,251,061.20)	(357,994.80)	86.3%	
		36	INTEREST INCOME	361701	Interest	-	-	(7,785.37)	-	-	(1,854.42)	-	-	(2,232.57)	-	-	-	-	(11,872.36)	11,872.36	100.0%	
			TOTAL INTEREST INCOME			-	-	(7,785.37)	-	-	(1,854.42)	-	-	(2,232.57)	-	-	-	-	(11,872.36)	11,872.36	100.0%	
			OTHER REV/Bad Debt Recovery	364867	Revenue from Collections Agency	-	-	(7,785.37)	(2,540.28)	(6,167.59)	-	-	(2,165.18)	-	-	-	-	-	(18,658.42)	10,325.65	100.0%	
			TOTAL OTHER REVENUE			-	-	(7,785.37)	(2,540.28)	(6,167.59)	-	-	(2,165.18)	-	-	-	-	-	(18,658.42)	10,325.65	100.0%	
			TOTAL REVENUE			(2,609,056.00)	(2,609,056.00)	(217,820.37)	(723,593.37)	(935,207.88)	(242,298.51)	(32,757.95)	(63,630.08)	(66,283.82)	-	-	-	-	(2,281,591.98)	(335,796.79)	87.4%	
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	55,587.34	55,587.34	55,587.34	55,587.34	55,587.34	55,587.34	389,111.38	277,936.62	58.3%	
1018	11850065	40	SALARIES AND WAGES	400002	SALARIES & WAGES/Mgmt-Local 21	303,316.00	303,316.00	15,501.88	15,501.88	15,501.88	15,501.88	15,501.88	15,501.88	15,501.88	15,501.88	15,501.88	15,501.88	15,501.88	96,175.54	207,140.46	31.7%	
1018	11850065	40	SALARIES AND WAGES	400003	SALARIES & WAGES/Local1021	195,857.00	195,857.00	15,832.70	15,832.70	15,832.70	15,832.70	15,832.70	15,832.70	15,832.70	15,832.70	15,832.70	15,832.70	15,832.70	111,369.34	84,487.66	56.9%	
1018	11850065	40	SALARIES AND WAGES	400006	SALARIES & WAGES/PT- Temp	43,036.00	43,036.00	1,712.36	1,712.36	1,712.36	1,712.36	1,712.36	1,712.36	1,712.36	1,712.36	1,712.36	1,712.36	1,712.36	17,262.34	25,773.66	100.0%	
1018	11850065	40	SALARIES AND WAGES	400031	OVERTIME/General	6,000.00	6,000.00	1,148.41	1,148.41	1,148.41	1,148.41	1,148.41	1,148.41	1,148.41	1,148.41	1,148.41	1,148.41	1,148.41	2,924.65	3,075.35	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	681.08	827.38	827.38	827.38	827.38	827.38	5,779.92	5,422.08	100.0%	
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	350.00	350.00	350.00	350.00	350.00	350.00	2,450.00	1,750.00	58.3%	
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	83,274.75	89,462.73	-	-	-	-	622,711.33	606,147.67	50.7%	
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	1,213.12	1,309.14	1,309.14	1,309.14	1,309.14	1,309.14	9,090.10	7,031.90	56.4%	
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	11,417.92	11,417.92	11,417.92	11,417.92	11,417.92	11,417.92	75,042.79	73,099.21	50.7%	
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	1,217.00	1,217.00	1,217.00	1,217.00	1,217.00	1,217.00	8,519.00	7,739.00	52.4%	
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	36.40	36.40	36.40	36.40	36.40	36.40	254.80	229.20	52.6%	
1018	11850065	41	FRINGE BENEFITS	400110	P-ROLL BEN/Professional Dev-Mg	6,000.00	6,000.00	36.40	36.40	36.40	36.40	36.40	36.40	36.40	36.40	36.40	36.40	36.40	750.00	5,250.00	12.5%	
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	161.00	161.00	161.00	161.00	161.00	161.00	1,127.00	996.00	53.1%	
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	291.40	291.40	291.40	291.40	291.40	291.40	2,039.80	1,677.20	54.9%	
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	790.93	790.93	790.93	790.93	790.93	790.93	5,534.09	5,507.91	49.7%	
1018	11850065	41	FRINGE BENEFITS	400116	P-ROLL BEN/Unemployment Ins	5,016.00	5,016.00	456.00	456.00	456.00	456.00	456.00	456.00	456.00	456.00	456.00	456.00	456.00	3,078.00	1,938.00	61.4%	
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	(37.62)	100.0%	
1018	11850065	41	FRINGE BENEFITS	400121	P-ROLL BEN/Worker Comp-Clerica	14,330.00	14,330.00	1,267.57	1,418.35	1,398.93	1,405.80	1,614.00	1,465.44	9,900.49	4,429.51	9,900.49	4,429.51	9,900.49	3,377.62	4,429.51	69.1%	
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	6,224.94	6,224.94	6,224.94	6,224.94	6,224.94	6,224.94	43,544.16	37,012.84	54.1%	
1018	11850065	41	FRINGE BENEFITS	400124	P-ROLL BEN/CON-MEDICL EE Share	(10,500.00)	(10,500.00)	-	-	-	-	-	-	-	-	-	-	-	(10,500.00)	0.00	0.0%	
1018	11850065	41	FRINGE BENEFITS	400127	P-ROLL BEN/OP&B	44,703.00	44,703.00	3,550.81	3,527.68	3,584.03	3,563.89	3,580.26	3,630.19	3,604.18	3,604.18	3,604.18	3,604.18	3,604.18	25,041.04	19,661.96	56.0%	
1018	11850065	41	FRINGE BENEFITS	400130	P-ROLL BEN/P&RS Benefits	0.80	0.80	0.80	0.53	0.27	0.27	12.24	3.16	18.07	18.07	18.07	18.07	18.07	18.07	18.07	18.07	100.0%
1018	11850065	41	FRINGE BENEFITS	400131	P-ROLL BEN/CON-OP&B-EE Share	(9,600.00)	(9,600.00)	-	-	-	-	-	-	-	-	-	-	-	(9,600.00)	0.00	0.0%	
1018	11850065	41	FRINGE BENEFITS	400149	P-ROLL BEN/P&RS-Misc	147,443.00	147,443.00	11,723.63	11,657.01	11,839.56	11,818.92	11,827.20	11,990.63	11,905.48	11,905.48	11,905.48	11,905.48	11,905.48	82,762.43	64,680.57	56.1%	
1018	11850065	41	FRINGE BENEFITS	400151	P-ROLL BEN/P&RS-Misc (UAL)	223,322.00	223,322.00	21,460.45	19,509.50	21,460.45	21,460.45	21,460.45	21,460.45	21,460.45	21,460.45	21,460.45	21,460.45	21,460.45	148,272.20	75,049.80	66.4%	
			TOTAL FRINGE BENEFITS			701,499.00	701,499.00	58,987.54	56,850.42	60,697.60	59,508.84	59,195.53	60,675.58	60,896.08	-	-	-	-	416,811.59	284,687.41	59.4%	
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	1,104.54	995.07	1,104.54	995.07	995.07	995.07	10,598.88	16,573.98	94.7%	
1018	11850065	42	PROF & ADMIN SERVICES	400206	PROF SVCS/Legal Serv Cost	210,000.00	210,000.00	-	-	-	-	10,416.00	22,916.00	6,250.00	-	-	-	-	139,578.00	179,160.00	85.3%	
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	-	113.39	178.00	-	-	-	-	714.64	(514.64)	357.3%	
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 &																			

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 17, 2021

Final Decision Date Deadline: February 17, 2021

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. Following an appeal of the original evaluation committee's selection of Cal Interpreting and Translation (CIT), a newly formed evaluation committee reviewed all proposals received in response to the RFP and identified Interpreters Unlimited as the service provider most qualified to meet the needs of the agency. Staff members are therefore seeking Rent Board approval of a contract with Interpreters Unlimited 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> | |

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

RECOMMENDED ACTION: APPROVE a contract for interpretation services with Interpreters Unlimited with a payment limit not to exceed \$3,000 for the term March 1, 2021, through June 30, 2021 – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:

F-5.

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AGENDA REPORT

DATE: February 17, 2021

TO: Chair Maddock and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Paige Roosa, Deputy Director

SUBJECT: CONTRACT WITH INTERPRETERS UNLIMITED FOR
INTERPRETATION SERVICES

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. Following an appeal of the original evaluation committee's selection of Cal Interpreting and Translation (CIT), a newly formed evaluation committee reviewed all proposals received in response to the RFP and identified Interpreters Unlimited as the service provider most qualified to meet the needs of the agency. Staff members are therefore seeking Rent Board approval of a contract with Interpreters Unlimited for interpretation services for the remainder of the 2020-21 fiscal year.

RECOMMENDED ACTION:

APPROVE a contract for interpretation services with Interpreters Unlimited with a payment limit not to exceed \$3,000 for the term March 1, 2021, through June 30, 2021 – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

FISCAL IMPACT:

The proposed contract with Interpreters Unlimited 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, frequent dropped calls, 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. Upon notification that the review committee had selected Cal Interpreting and Translation with the right to negotiate, a competing proposer successfully appealed the decision, citing abuse of discretion of the review committee. As a result of the appeal, the agency formed a new review committee comprised of neutral Rent Program staff that were not part of the original committee. The new committee re-evaluated all proposals and rated Interpreters Unlimited as the service provider most qualified to meet the needs of the Rent Program. Interpreters Unlimited'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, corresponding Rent Board Regulations, and Hearings Script (which shall be provided to the Contractor) 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 staff 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 interpreters and an alternative interpreter will be provided when that language 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,” the interpreter shall be required to immediately call back into the line as soon as possible. Rent Board staff shall be able to contact the Contractor by telephone 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 staff member via email or by phone 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, 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 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. They 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 will record the actual interpreting session end time reported by Rent Board staff or the interpreter for billing purposes.

After the interpreting session, Contractor 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

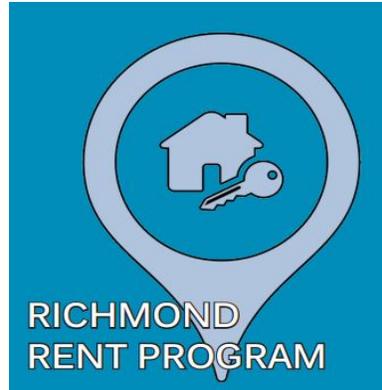
Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite or by phone or videoconference, as requested by Rent Board staff, to provide simultaneous translation for Rent Program Community Workshops or similar events.

Conclusion

Staff members recommend approval of a contract for interpretation services with Interpreters Unlimited, 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 – Interpreters Unlimited 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

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.

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:

- 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.

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**

ATTACHMENT 1

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

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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 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 of a dangerous nature, or 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 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 not authorized to enter into and execute this Contract on behalf of Contractor. ATTACHMENT 1

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.

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

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	<p>Applicable to General Liability coverage.</p> <p>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.</p> <p><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></p>
Primary and Noncontributory	<p>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.</p>
Waiver of Subrogation Endorsement Form	<p>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.</p>
Deductibles and Self-Insured Retentions	<p>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.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>
A. M. Best Rating	<p>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.</p>

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.

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City of Richmond, Rent Board Program RFP for Interpretation Services



making connections nationwide

Electronic
Copy



interpretation



translation



transportation



sign language

ITEM F-5 ATTACHMENT 2

Cynthia Shaw
City of Richmond
Rent Board Program
Cynthia_shaw@ci.richmond.ca.us

November 25, 2020

Dear Ms. Shaw,

Interpreters Unlimited is grateful for the opportunity to submit a response to your solicitation for Interpretation Services for the City of Richmond Rent Board Program.

As a **business focused on ensuring that all individuals, including children and families in limited English proficiency communities, have equal access to government services and programs**, IU Group brings **our experience, our reliability, and our commitment to customer satisfaction** to all our language services.

For 50 years, we've worked to provide quality interpretation and translation services to a wide array of industries, all to support our core goal of overcoming communication barriers in public life. This mission means that **it is not enough to just earn your business; we want to earn your trust**.

IU Group does this by providing reliable and exemplary language services, and by putting our clients *first*, something we believe separates us from our competitors. With IU, you get:

- A **live person to speak with** when calling our offices or tech support, along with a dedicated management staff accessible 24 hours a day, seven days a week.
- A national network of **9,000+ skilled interpreters and translators**
- A **50-year track record** of providing exceptional customer service, fulfilling language services, and conforming to contract specifications
- An easy to use **Portal to Portal interface called IU Match Connect**
- **Performance Guarantees** for all of our services

If you have any questions or concerns, please do not hesitate to contact me. We look forward to the chance to provide language interpretation services for City of Richmond Rent Board Program.

Respectfully,



Shamus Sayed, Chief Operations Officer
(858) 866-1130
shamus.sayed@iugroup.com

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Company Information

In 1970, **Interpreters Unlimited (IU)** was established with the mission to provide solutions when language creates a barrier in communication. **Our expansive network of language experts and accurate, on-time service have propelled IU to the forefront of a growing industry.** Furthermore, with our mergers and expansions, **IU now has over 80 years of combined experience.**

Our goal is to deliver superior interpretation and translation services nationwide, especially to members of underserved limited English proficiency populations who need access to government, medical and legal services. And with **49 years in business out of San Diego corporate office alone**, IU has worked to fulfill this mission; our database, which currently contains a large pool of over **9,000 interpreters across the nation**, offers on-site, telephone, and video remote interpretation in over 200 languages, as well as document translation for all your written communication needs.

What Makes IU Different

Our Philosophy

- A **happy client is our goal**: we build productive working relationships
- IU offers top tier customer service—**with a 99% Fill Rate for all referrals**

Our History

- Providing complete **language solutions in over 200 languages since 1970**
- 50 years of **proven track record**, with 30+ years of success in Florida, and 20+ years Arkansas

IU has managed hundreds of simple to complex contracts for agencies and organizations across the nation, **from providing State departments with high quality interpreters to planning corporate events with full simultaneous conference interpretation to providing schools with reliably translated documents.** We currently service over 1600 contracts and continue to experience year over year growth.

Our expansive network of language experts and accurate, on-time service have propelled IU to the forefront of a growing industry. Furthermore, with our mergers and expansions, **IU now has over 80 years of combined experience.** IU is privately held and registered as a small, disadvantaged and minority owned enterprise. Interpreters Unlimited is **headquartered in San Diego, California** with regional offices

located in **Little Rock, AR, Charlotte, NC, Colorado Springs, CO** as well as in both the **Fort Lauderdale and Orlando, FL** areas, making **us a nationwide presence.**

What Makes IU Successful

Technologically Driven

- Proven launch of a **robust, new, open ERP platform system IU MATCH CONNECT**
- **Advanced EDI capabilities** increase our productivity
- **New Smartphone App IU Connect Pro** can **request and track interpreters in real-time**

Corporate Infrastructure

- We make **Management accessible** 24 hours a day, 7 days a week, 365 days a year
- **IU Match Connect** streamlines scheduling, performance reporting, and accounting histories
- Off-site **data security back-up** enabled that guarantees stability and recovery

Because IU believes that everyone deserves to participate fairly and equally in our social and civic worlds, **the language services we offer are part of our mission to better our community and help our fellow citizens.** The support we provide to our clients and their communities helps us achieve our mission.

What Makes IU A Great Partner

Staff Experience

- **80% of employees are bilingual** and domestically located
- Offering **over 9,000+ professionally skilled linguists** nationwide
- Our Sign Language interpreters certified by the **Registry of Interpreters for the Deaf (RID)**
- On-going training, testing, and professional development opportunities

Community Commitment

- Interpreters Unlimited donates 2% of its profits to charities local to the contracting entity
- Charity donation focuses on underserved communities

IU is Financially Solvent

As a multimillion-dollar company, Interpreters Unlimited has the **financial stability and depth of resources to fully support the contract**. IU employs Generally Accepted Accounting Principles (GAAP) for its record keeping and carefully monitors operating cash flow and corporate liquidity. By maintaining a sound pricing structure and providing excellent customer service, Interpreters Unlimited has continued to grow and expand its services and staff. Our commitment to our clients has allowed us to secure our future financial success:

- Favorable Current Ratio
- Favorable Debt to Income Ratio
- Year-over-Year of profitability / year after year growth
- One of the largest grossing language services companies
- Letters of Reference from financial institutions available upon request
- Ability to obtain Performance Bond

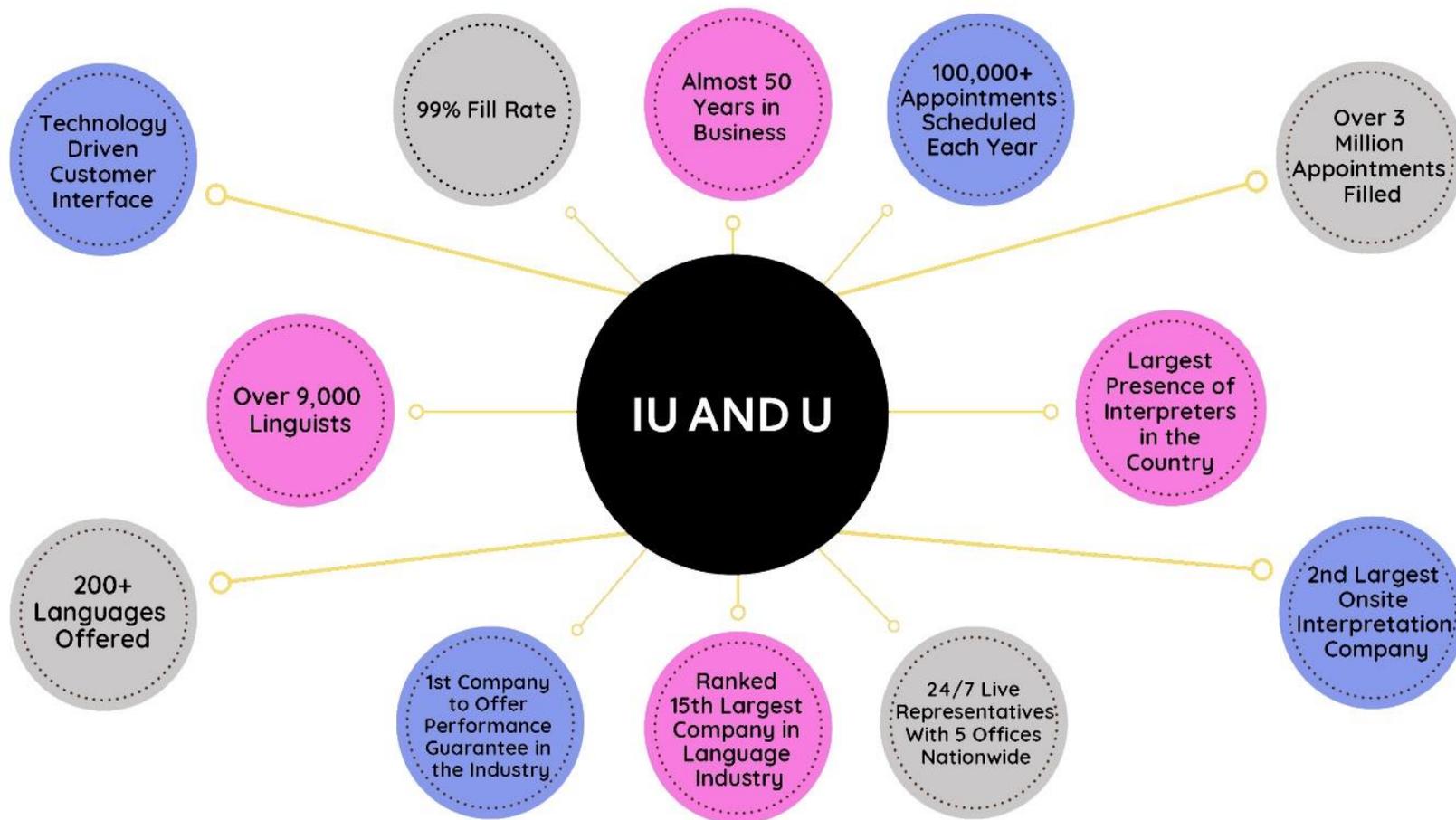
Furthermore, Interpreters Unlimited believes in working to build and maintain a **corporate culture of inclusion**, and we are proud of our success. We **employ key diversity strategies and policies** that expand and embrace the variety of backgrounds, talents, and experiences our employees contribute to the language service industry. **Ultimately, these practices reaffirm the corporate mission articulated by Interpreters Unlimited's slogan: making connections nationwide.**

Our Performance Guarantees

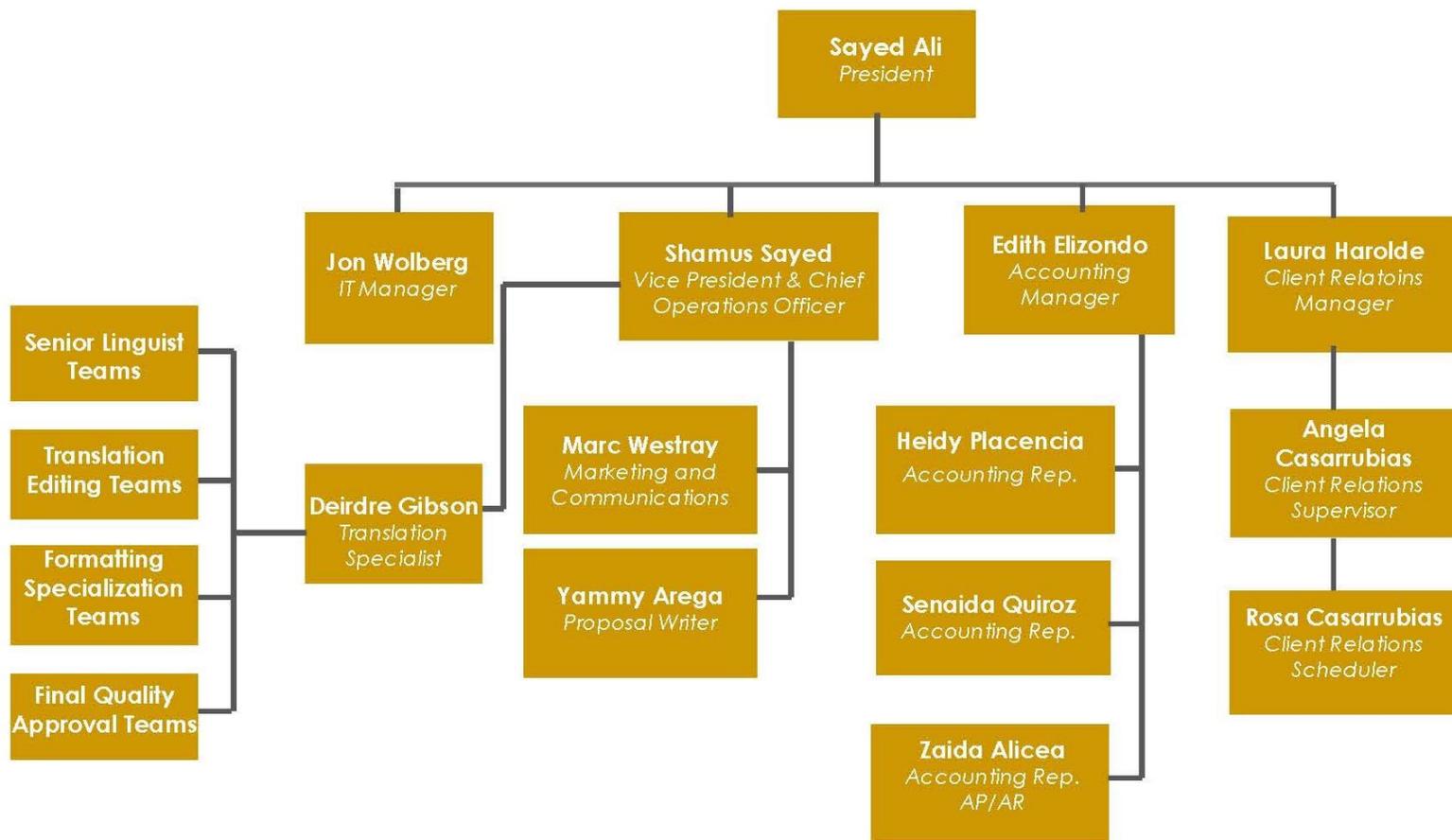
IU offers the following guarantees for all of services provided:

- A **live representative** to answer EVERY call – 24 hours a day, 7 days a week.
- Should any linguist be 30 minutes or more late, or if they do not show up at all, **then the first two hours of the next appointment are free.**
- All **Over-the-Phone connections** to an interpreter will be made **within 60 seconds**, or the next 15 minutes are free.
- All **Video Remote Interpretation connections** will be made **within 60 seconds, or the next 5 minutes** are free.

IU and YOU: Interpreters Unlimited Has Your Back



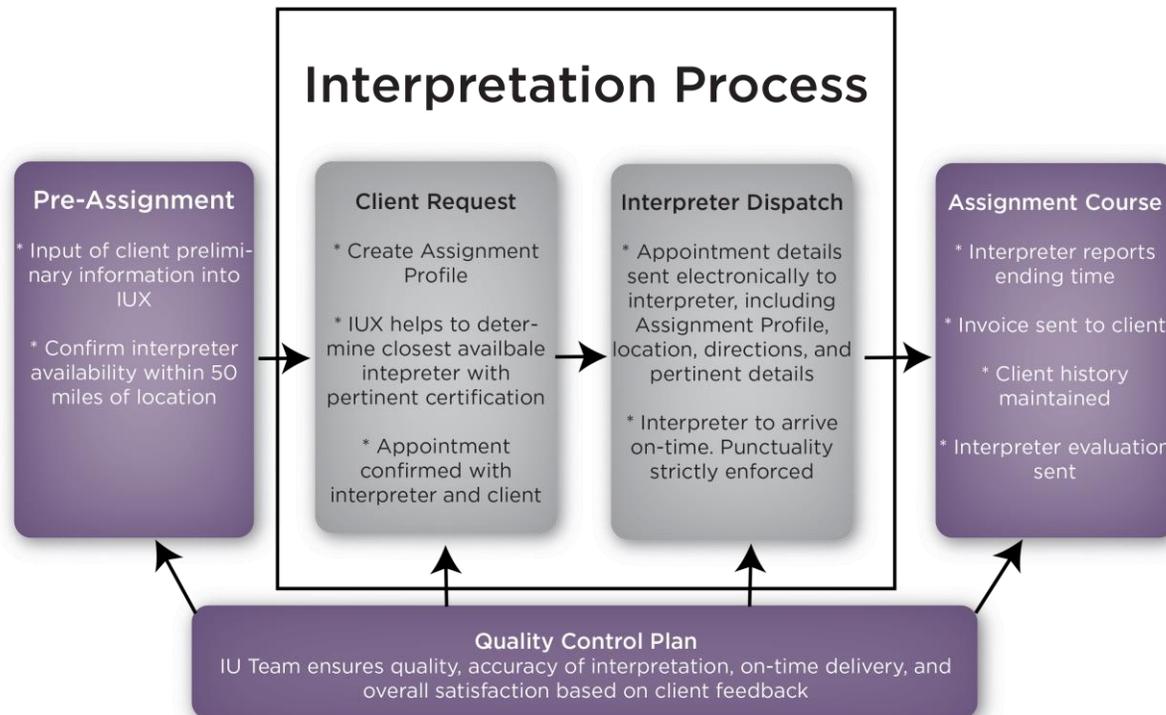
Organizational Chart



Scheduling an Interpreter

Using IU Match Connect

Interpreters Unlimited provides direct services to customers by personally assessing assignments, obtaining necessary information, drawing conclusions and recommending and/or implementing courses of action in accordance with normal practices and procedures. We currently have a workflow process in place to assure the needs of the clients are met:



IU Match Connect: Interpreters Unlimited's Client Portal

To manage and organize all these functions we utilize a proprietary program that was specifically designed to meet the needs of Interpreters Unlimited. IU MATCH CONNECT, Interpreters Unlimited's proprietary software system, allows us to manage every aspect of our business:

- All aspects of interpreters and translators, from scheduling and payment to annual 1099 tax form generation
- 72/48/24 Hour Interpreter Status Notifications – minimizing no-shows and ensuring on-time arrival
- Multiple assignments throughout the country
- Customer Relations Management
- Quality Assurance and Monitoring
- Accounting
- Client Reports
- Human Resources

In 2017, Interpreters Unlimited did a major upgrade to all systems, including our web access for clients. The result is the client portal we call IU Match Connect. After having examined how IU MATCH CONNECT functions on our side, we can look at how IU Match Connect is designed to enable our clients to consolidate basic, everyday tasks that would normally be completed over the phone—a process that perpetuates a 'greener' and more efficient work flow. This client portal, **IU Match Connect**, allows clients to:

- Enter appointments at convenience, saving time spent calling in.
- View appointment history, regardless if method of entry (phone, fax or web), allowing you to gather valuable patient trends to maximize your services.
- See LEP/client history, sorted by LEP/client, which will assist in interpreter scheduling and assignment grouping, saving money.
- Ability to authorize appointments, saving the time needed to call.
- Visibility of all assignments, by all users, allowing management reporting needs.

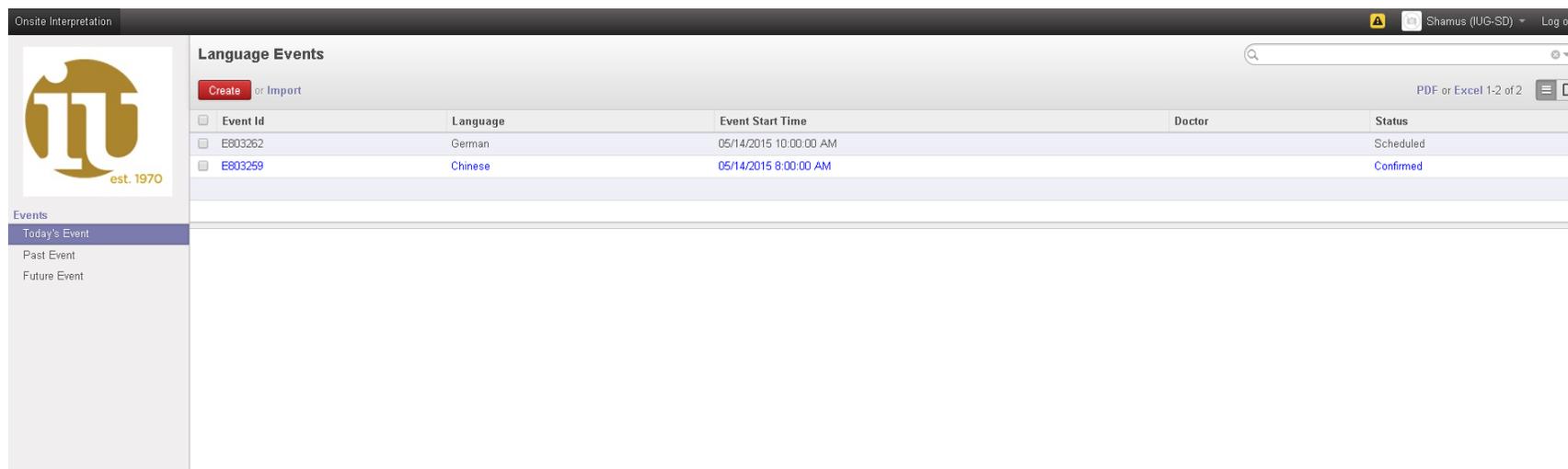
Our goal is to create complete transparency in the request process. Requesting an interpreter should be easy and trackable, every step of the way. This keeps you, your stakeholders and most importantly, the limited-English speaking client whom we mutually serve, informed.

Secure Login Portal: The login screen can be accessed by any web browser (IE 9 and higher, Google Chrome and FireFox). Connection is via 128-SSL encrypted connection. From this moment forward, all access is HIPAA/HITECH compliant. Login information is provided by our Customer Relations Team.



The image shows a login form enclosed in a blue rounded rectangular border. It contains two text input fields: the first is labeled 'Username' and the second is labeled 'Password'. Below the password field are two buttons: a blue button labeled 'Log in' and a grey button labeled 'Reset password'.

Home: Upon login, this is the first screen to appear and it will be the dashboard to access all tasks. From here, one can request a new appointment, view appointments scheduled in the past, today and future.



The screenshot displays the 'Onsite Interpretation' dashboard. At the top left is the logo for 'iu est. 1970'. The main heading is 'Language Events'. Below this heading are two buttons: 'Create' (in red) and 'Import'. To the right of these buttons is a search bar and a link to 'PDF or Excel 1-2 of 2'. The main content area contains a table with the following data:

Event Id	Language	Event Start Time	Doctor	Status
<input type="checkbox"/> E803262	German	05/14/2015 10:00:00 AM		Scheduled
<input type="checkbox"/> E803259	Chinese	05/14/2015 8:00:00 AM		Confirmed

On the left side of the dashboard, there is a sidebar menu under the heading 'Events' with three options: 'Today's Event' (highlighted), 'Past Event', and 'Future Event'.

From this screen, you can also export this view/list into an MS Excel and PDF format for reporting purposes.



Create: This screen allows you to request a new interpretation appointment. It provides a clear and concise organization of all the information required to enact an appointment. After completing the form and clicking the "Save" button, a notification of confirmation will appear with the appointment's reference number.

Onsite Interpretation



Language Events

[Create](#) or [Import](#)

<input type="checkbox"/>	Event Id	Language
<input type="checkbox"/>	E803262	German
<input type="checkbox"/>	E803259	Chinese

Event Type | Language

Billing Info | Order Info

Ordering Customer Interpreters Unlimited
CA
United States

Ordering Contact Id Shamus Sayed, Interpreters Unlimited

Patient/Client

If no Patient or Client name, please fill description of Project

Project

Language

Created By Shamus

Phone

Fax

Event Date

Start Time 00 : 00 PM

End Time 00 : 00 PM

Location of Appointment

Customer Note
Put a note...

Today: This screen shows a listing of appointments taking place today that you have requested. Consolidating these appointments allows you to help manage your daily tasks, reference interpreters names booked to each appointment, review precise appointment locations and—should your presence be required in an appointment—help decipher your day’s schedule.

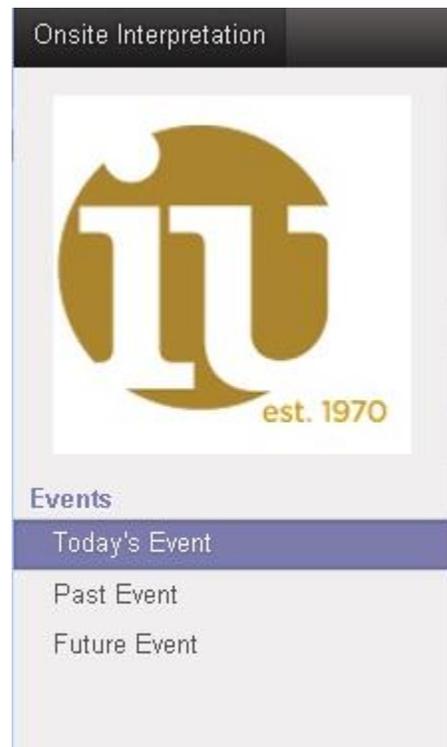
The screenshot displays the 'Language Events' page. At the top left is the IU logo with 'est. 1970'. Below it is a sidebar with 'Events' and sub-options: 'Today's Event', 'Past Event', and 'Future Event'. The main area is titled 'Language Events' and includes a search bar, 'Create or Import' buttons, and a 'PDF or Excel 1-2 of 2' export option. A table lists the following data:

Event Id	Language	Event Start Time	Doctor	Status
E803262	German	05/14/2015 10:00:00 AM		Scheduled
E803259	Chinese	05/14/2015 8:00:00 AM		Confirmed

You can sort by language requested, event start time and view status of your appointment, **answering the question , “Do I have an interpreter today?”**

Language	Event Start Time	Status
German	05/14/2015 10:00:00 AM	Scheduled
Chinese	05/14/2015 8:00:00 AM	Confirmed

Future / Past: These buttons, placed at the far bottom left of the Home screen, allow you to review every appointment that has been requested. This functionality includes appointments requested over phone, email and over IU Match Connect. You have full visibility of *every* appointment you've requested.



Scheduling Time Frames

- All scheduling information will be viewable at any time by logging into **IU Match Connect** – IU’s proprietary online appointment system. If IU is unable to fill the request by the time identified, IU will inform the Requesting Agency/Requesting Entity.

Continuous/Routine Interpretation

Upon request of a *Routine* interpretation work order—a request received with **more than 24-hour notice**:

- IU will send a confirmation email within two hours to the Requesting Agency/Requesting Entity verifying the work order has been received.
- IU will immediately begin filling the work order request.
- Upon interpreter confirmation, IU will then send an email with all appointment information including an Event Reference Number and Interpreter Name to the Requesting Agency/Requesting Entity.

Expedited On-site Interpretation

Upon request of an *Expedited* interpretation work order—a request received with **less than 24-hour notice**:

- IU will **immediately** send a confirmation email to the Requesting Agency/Requesting Entity verifying the work order has been received, and begin filling the request.
- Once an interpreter is confirmed, IU will phone the Requesting Agency/Requesting Entity (as well as send an email) with all appointment information including an *Event Reference Number* and *Interpreter Name* Requesting Agency/Requesting Entity.

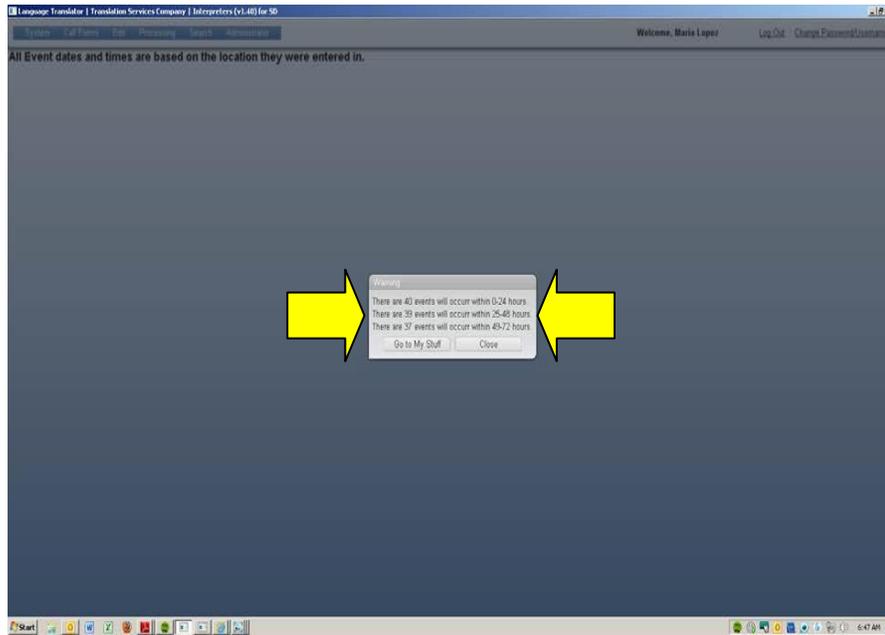
Critical On-site Interpretation

Upon request of a *Critical* interpretation work order—a request received with **6-24 hour notice**:

- IU will **immediately** send a confirmation email to the Requesting Agency/Requesting Entity verifying the work order has been received, and immediately begin filling the request.
- Once an is confirmed, IU will phone the Requesting Agency/Requesting Entity (as well as send an email) with all appointment information including an *Event Reference Number* and *Interpreter Name* to the Requesting Agency/Requesting Entity.

Alert Systems

Furthermore, as you can see below, we have a 24/48/72 hour alert system in place.



When schedulers are alerted to upcoming appointments, they send a **text message to the interpreter** to confirm the upcoming date and time, and then send a **confirmation email to the client**. This built-in redundancy is another example of Interpreters Unlimited's commitment to organization and client satisfaction.

On-Site Interpretation Assignment Sheet

IU will provide all on-site interpreters with an **On-Site Assignment Sheet** with Section A already completed to take with them to each interpretation session. Interpreters will then complete Section B and attain approval signature from an authorized representative. This On-Site Assignment Sheet will be submitted with its corresponding invoice for billing verification.

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Telephone Interpretation

The Interpreters Unlimited advanced telephone interpretation system is designed to streamline all facets of an incoming interpretation call. It is available **24 hours a day, 7 days a week, 365 days a year**. Interpreters Unlimited's on-demand telephonic interpretation service includes additional features intended to boost the efficiencies between requesting parties and our professional staff.

Call Management

Live dispatchers stand ready to field and facilitate calls from requestors and those individuals in need of language interpretation. Dispatchers, with the assistance of a **Voice Recognition Tool**, are able to identify the language or dialect of callers and appropriately relay the party to the proper language professional. If the language desired is already known, callers are able to bypass correspondence with operators and can select from a customizable touch tone menu of selected languages. This standard feature assists in the response to sudden or unanticipated surges in call volume or spike in the influx of calls for a single language. In addition, the computer integrated telephone system is wired to perform **three-way calls, conference calls**, and other similar type **group sessions**. Each service agent is able to answer and conduct calls in succession allowing for the minimization of hold times and idle periods between calls.

Requestor Authorization

Interpreters Unlimited only approves requests for interpretation from persons authorized by the customer. These individuals, or agencies, are assigned **individual identification numbers** to track calls and requests made by a given entity. IU works with all clients to assign points of contact to in order streamline the request of services, provide accurate reporting, and create a consistent rapport with such designators in the case of question, concern, or modification that may arise during the life of a contract.

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Telephone Interpretation Workflow

The process detailed below is an outline of one common workflow used to ensure the interpretation needs and the customer care needs of our clients are met:

Step 1: All clients will access the IU telephone interpretation system (accessible 24/7/365) using the *toll-free number*.

Step 2: Users are greeted and requested to input their *Customer Identification Number*. Authorized personnel will be assigned a *Customer Identification Number* before services can be scheduled in order to ensure proper requestor, interpreter, language, and other information for call recordkeeping. All data is stored in IU Match Connect, our proprietary software management system.

Step 3: After verification of the Customer Identification Number, depending on the client's need, the system will ask for the *Personal Identification Number*. This number will identify the specific user within each *customer* record. This authentication protocol allows IU to maintain an accurate account of all calls placed by a given user within the organization.

Step 4: Once user authentication has been completed, the user will be asked to select or share the interpretation language and/or dialect desired.

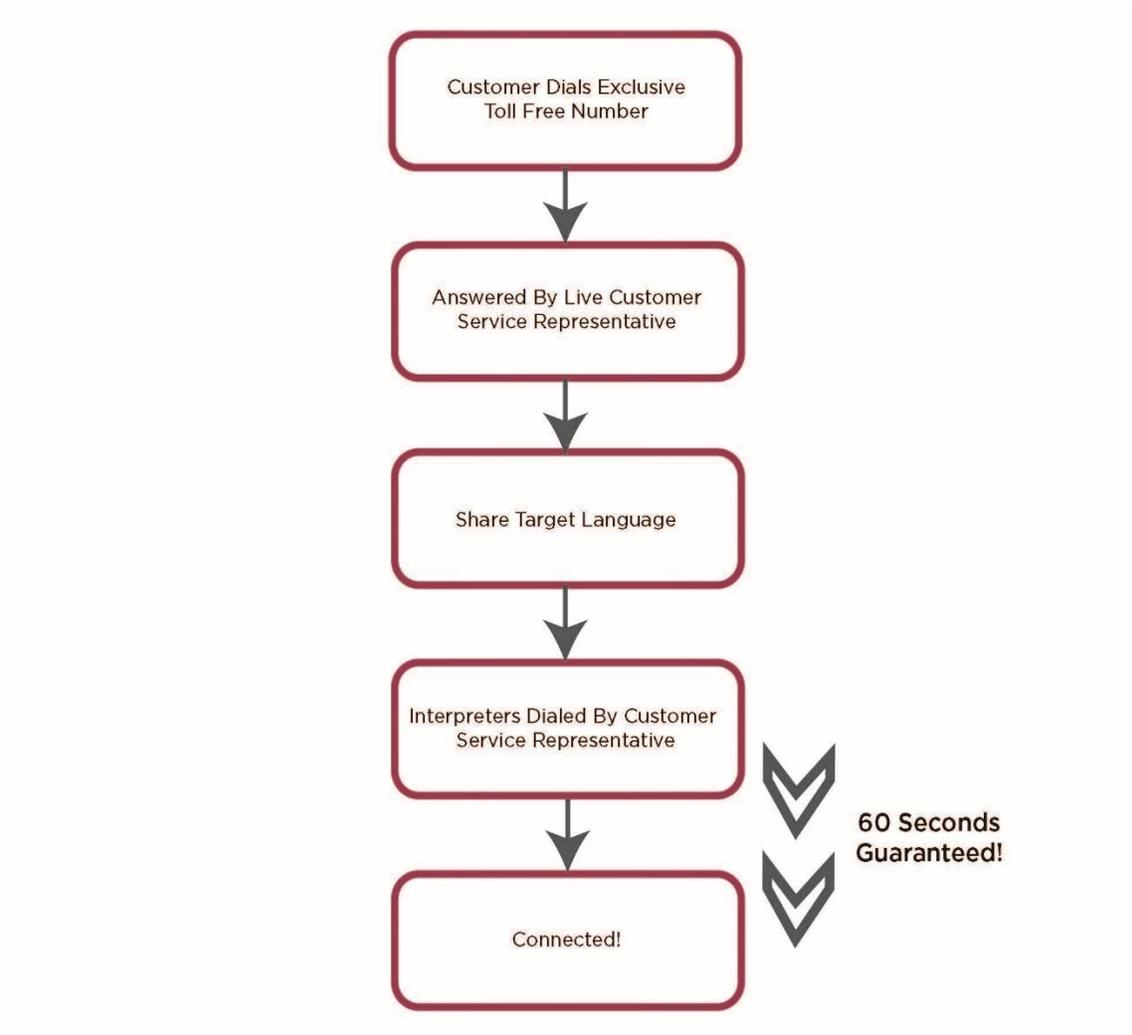
Step 5: Once the language has been selected, the representative or system will automatically dial and make its attempt to connect with the qualified language professional.

Step 6: After the connection to the interpreter has been established, the session shall begin between parties. Upon completion, each side simply hangs up to disconnect the call. Should the client be interested in another session, he or she would just repeat the steps.

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Telephone Interpretation Workflow Chart

The flowchart below illustrates the processes by which clients are able to utilize the IU telephonic interpretation service:



Scheduled Virtual Interpretation

Interpreters Unlimited is excited to introduce a new service to facilitate interpretation services. We are now offering **scheduled virtual interpretation** services through a multitude of video hosting platforms. Scheduled virtual interpretation is available in **American Sign Language (ASL) and over 200 spoken languages**. This new service is a cost-efficient and simple to use alternative to traditional in-person interpretation. It also complies with public health regulations resulting from the COVID-19 pandemic.

Scheduled virtual interpretation is a useful tool for various day-to-day events. It can be utilized in the academic, medical, legal, and many other settings.

Virtual Video Hosting Platforms

Virtual interpretation services provide clients with a new and simple mode of accessing language services. **This service saves significant time and reduces the overall costs of interpretation.** It eliminates all travel costs and requires minimal setup time. We offer virtual scheduled interpretation services through a host of platforms including, but not limited to:

- Skype for Business
- Google Duo
- Zoom
- Microsoft Teams
- Cisco Webex
- Avizia
- Carena
- Doctor on Demand
- American Well



Scheduling Process

Interpreters Unlimited offers a streamlined scheduling process so clients are able to schedule an interpretation appointment with ease. Requests can be made through email, fax, over the phone, or through our proprietary scheduling software, IU Match Connect. Once the request is received, our customer service team will begin locating an interpreter to fill the request.

Once an interpreter has been located and accepts the assignment, a meeting request will be sent to the client, providing them with a meeting link and access code.

Interpreter Training and Qualifications

Interpreters Unlimited ensures the highest quality service and support available for scheduled virtual interpreting. All Interpreters Unlimited video interpreters are U.S. citizens and must complete our internal training program before they are offered assignments.

IU Group's Department of Human Resources is responsible for recruiting and contracting with qualified interpreters and translators. IU Group, at a minimum, will provide interpreters with the following qualifications for the proposed contract:

- Completion of IU Group's 5 Step Process for Qualifying Interpreters.
- Minimum 8 years of experience interpreting.
- Mental Health Interpreter Training (2-3 times per year).
- 4-year college degree or equivalent experience.
- Criminal background cleared.

In addition to our stringent screening and qualification processes, IU Group has an extensive training program to ensure that all newly-hired interpreters are aptly prepared before taking on interpretation assignments. This 40-hour training program is a mandatory requirement that all interpreters must complete before becoming eligible for interpretation assignments. This training program covers the following topics and resources:

- Interpreter Manuals
- Terminology Glossaries
- Cultural Awareness Program
- Interpreter Code of Ethics

Many of our ASL interpreters also hold one of the following certifications:

- NIC, NIC Advanced, or NIC Master, RID CI, CT, IC/TC, CSC, SCC:L or MCSC
- NAD Level IV
- ACCI Level IV or V

All Interpreters Unlimited video interpreters have the additional qualifications:

- Adhere to professional Code of Conduct – Code of Ethics
- Focused on Meeting the Register of the Deaf/Hard of Hearing or LEP student



Interpreter Qualifications

IU Group's Department of Human Resources is responsible for recruiting and contracting with qualified interpreters and translators. This step is crucial to ensure the quality of our interpretation and translation services. The HR Department has established the requirements necessary for qualification. Thus, IU Group, at a minimum, will provide interpreters with the following qualifications for the proposed contract:

- Completion of IU Group's 5 Step Process for Qualifying Interpreters.
- Minimum 8 years of experience interpreting.
- Mental Health Interpreter Training (2-3 times per year).
- 4-year college degree or equivalent experience.
- Criminal background cleared.

All IU Group interpreters have engaged in formal training for language conversion. Most have, at minimum, received college level or vocational education in interpretation. This includes theory and practice in education, legal, medical, and administrative interpretation. **Interpreters certified with the Registry of Interpreters for the Deaf (RID), Certification Commission for Healthcare Interpreters (CCHI) or other state and national certification bodies represent the greater percentage of our independently contracted professionals.**

All interpreters are equipped with the technical knowledge and ability to interpret effectively, accurately, and impartially, both receptively and expressively, using specialized vocabulary (and signage) in both English and the target language. This expertise means that every encounter will have the following characteristics:

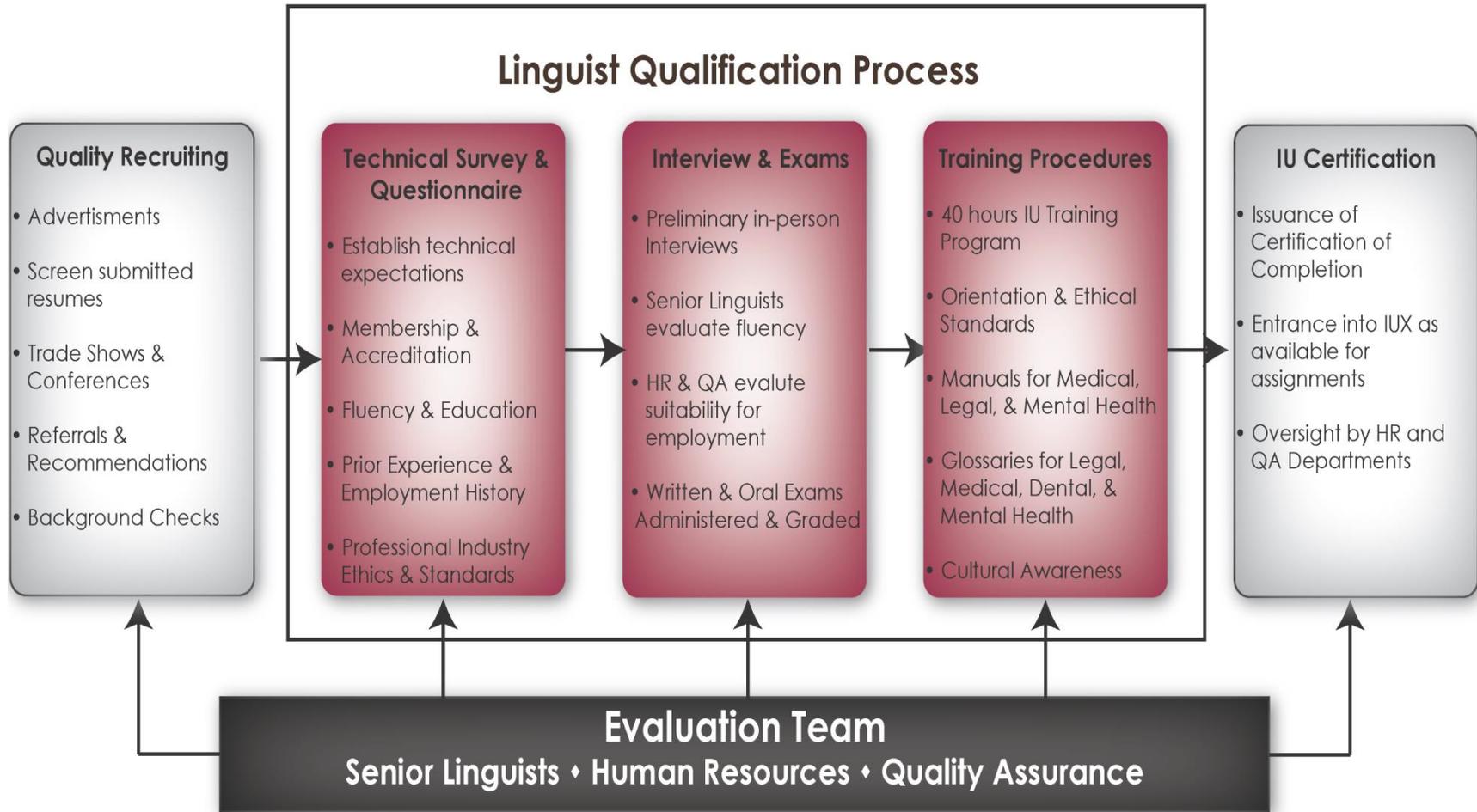
- **Consistency of style** of both parties is matched, concisely and with precision.
- **Objective and culturally sensitive** transfer of information.
- **Professional rapport and continuity** established by using same linguist for long term assignments.

IU Group firmly believes that quality language service doesn't begin merely with training, but rather with stringent recruiting and proficiency qualifications. In order to provide the highest level of service, IU Group has developed the elaborate qualification process described below:

IU Group's 5 Step Process for Recruiting Quality Interpreters

- 1) Quality Recruiting
- 2) Technical Qualification Survey and Questionnaire
- 3) Initial Interview & Exams
- 4) Training
- 5) Certificate of Completion

Linguist Qualification Work Flow



Step One: Quality Recruiting

The Department of Human Resources is responsible for recruiting qualified interpreters and translators. This step is crucial to ensure the quality of our interpretation and translation services, and looks to multiple approved sources for hiring. IU Group's recruiting methodology may include, but is not limited to, the following sources:

- Posting on industry related association sites such as ATA, CHIA, etc.
- Advertise in ethnicity language newspaper
- Contact existing interpreters & translators for referrals
- Preliminary screening of independently submitted resumes from linguists
- Web-based translation/localization providers' databases
- Vendors soliciting their services through Contextual Communications websites, or via e-mail
- Specialized publications
- Universities
- Trade shows/Conferences
- Customer Referrals
- Recommendation from other translation and localization companies

Background Checks

All current and prospective interpreters are subject to a complete credit and criminal background check. This screening is executed in full compliance with the Fair Credit Reporting Act and is performed on an annual basis. ***IU Group is committed to employing top quality workers and does not contract with persons subjected to current or past convictions of child neglect, child abuse, drug, weapons, or violent offenses. IU Group is committed to employing top quality workers and maintains a zero tolerance policy for unlawful behavior or misconduct.***

Upon hiring a new independent contractor or employee, Human Resources must be notified using the New Contractor/Employee Notification Form (on the HR website) when a department/employing unit has made a decision to hire an employee or contract a new interpreter, so that a criminal background check can be completed prior to the begin date of contract. The Human Resources Office will provide the potential contractor/employee with written notification of the background check requirement and have them complete the appropriate consent form. The Human Resources Office will use this information to determine the scope of the background check. The employing department will be notified by Human Resources when the background check has been completed.

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Step Two: Technical Qualifications Survey and Questionnaire

Technical Expectations

We accept only highly specialized, professional language vendors (interpreters, translators, editors, proofreaders) who can meet our stringent quality standards. The following criteria are fundamental:

- Native-level mastery of both, source and target languages (English and the foreign language)
- An extensive vocabulary ranging from formal language to colloquialism and slang
- Extensive industry-specific terminology including medical and legal, etc.
- Understanding of the role interpreter (conduit, not a problem solver)
- Adherence to professional industry ethic/standards
- Membership in and/or accreditation by a professional association:
 - **ATA** (American Translators Association)
 - **AAIC** (*Association Internationale des Interprètes de Conférence*)
 - **NAJIT** (National Association of Judiciary Interpreters and Translators)
 - **CHIA** (California Healthcare Interpreting Association)
- Prior experience in applicable industries or market sectors

Technical Survey and Questionnaire

All prospective interpreters are required to fill out IU's Technical Qualifications Survey and Questionnaire. The document requests additional information beyond the scope of the interpreters' respective resumes and serves as a method of obtaining comprehensive documentation of their interpretation experience. Excerpts from this document have been provided below:

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Introduction



We ask you to fill out this form as completely as possible. We use this information to maintain our quality standards, to evaluate new interpreters, and to help us determine the correct level of assignment for interpreters. If you wish to supply different or additional information at any point, please use additional paper or space. Not all questions will apply – if they don't please just mark them "n/a" or strike them. **Please attach any other information you feel may help us understand and appreciate your capabilities.**

Important note: we believe strongly in the importance of privacy. We will never trade or sell any information you give us. We will use information supplied only for internal purposes. You will note that we do not ask any questions about your standard compensation. If you are a new interpreter and have a fee schedule or a standard compensation rate, please attach or send that separately.

❖ Language Information: English ❖

Name/Dialect	English
Degree of fluency (1 - 10; 10 = fluent)	
Manner of Acquisition (growing up in the country, speaking it at home in a different country; through adult acquisition, etc.)	
Is this a native language for you?	

❖ Language Information: Primary, Secondary, Tertiary Languages ❖

Name/Dialect	
Degree of fluency (1 - 10; 10 = fluent)	
Manner of Acquisition (growing up in the country, speaking it at home in a different country; through adult acquisition, etc.)	
Countries where language/dialect spoken	
Are you stronger in this language or in English?	
Last time in country of language	
Number of visits to that country	
How do you maintain fluency?	
Interpret simultaneously in this language?	
Certified/registered interpreter in this language?	
Certified by whom? (e.g. ATA, SCATIA, RID, CHIA, CCIA, etc.)	
Certification level (Fed, Admin, Medical, Registered)	
Certification number	
Certification expiration	

❖ IF CERTIFIED PLEASE ATTACH/SEND PHOTOCOPY OF DOCUMENTATION ❖

**ITEM F-5
ATTACHMENT 2**

❖ Educational Background: Non-Interpreting ❖	
Country of secondary education (high school)	
Years of secondary education	
Years of college/university	
First degree attained	
First degree subjects	
First degree college attended and country	
Second degree attained, if any	
Second degree subject	
Second degree college and country	
Professional education	
Other educational training/accomplishments/background	
❖ Educational Background: Interpreting ❖	
1: Course name	
2: Time and Place	
3: Course length	
4: Course name	
1: Course name Time and Place	
2: Time and Place	
3: Course length	
4: Course name	
Professional organizations	
Have you received any training in cultural competence? If so, when and where.	
❖ Relevant Experience ❖	
Please use this section to mention any other interpreting experience you have – e.g. charitable, family, educational, etc.	
❖ Restrictions ❖	
Geographical area in which you work	
Times when you cannot work	
Kinds of appointments you do not feel comfortable doing	

Step 3: Initial Interview & Exams

The Director of Human Resources and the Quality Assurance Department are responsible for conducting preliminary in-person interviews. After this initial screening process, the interpreter is required to complete a written test for proficiency and undergo a verbal exam with one of IU's language specialists (in the case of American Sign Language, the interpreter takes a specialized proficiency exam). Selected candidates enter into an Interpreter Agreement with IU Group and begin the IU training program.

Step 4: Training Procedures

In addition to our stringent screening and qualification processes, IU Group has an extensive training program to ensure that all newly-hired interpreters are aptly prepared before taking on interpretation assignments. This 40 hour training program is a mandatory requirement that all interpreters must complete before becoming eligible for interpretation assignments.

1) Interpreter Manuals

IU Group has four manuals provided to interpreters upon contracting. These manuals, as described below, illustrate the procedural steps and code of conduct to be followed on **every** assignment. These manuals, along with topics covered, are:

- [IU Group's New Interpreter Orientation Guide](#)
- [IU Group's Standards for Healthcare Interpreters Manual](#)
- [IU Group's Mental Health Interpreting Manual](#)
- [IU Group's Interpreters Standards of Practice Manual](#)

2) Terminology Glossaries

Medical and legal interpreters and translators are required to complete additional training to ensure a thorough understanding of agency-specific terminology and requirements. Interpreters Unlimited has developed a collection of training manuals for this specific purpose. Our Terminology Glossary series covers the following fields:

- Dental
- Medical
- Legal
- Mental Health

IU provides appropriate glossaries to interpreters and translators in the languages in which we have them available. In addition to our Glossary Series, if an agency has specific terminologies or material that would aid the linguist, this information can be included in the training, as well.

3) Cultural Awareness Program

The National Standards for Culturally & Linguistically Appropriate Services in Health Care articulates its goal as an ability to “understand and respond effectively to the cultural and linguistic needs brought by the patient to the health care encounter.” Undergoing this training encourages interpreters to:

- Respond to demographic changes
- Eliminate disparities in the health status of people of diverse racial ethnic & cultural background
- Improve the quality of services & outcomes
- Meet legislative, regulatory, & accreditation mandates

IU Group trains all new employees and interpreters on cultural competency in accordance with these principles. The details of IU’s Cultural Awareness Program are as follows:

Objectives

- To learn about culturally and linguistically appropriate services
- To identify cultural issues impacting the mental health care encounter
- To promote the business case for qualified interpreters services
- To identify methods that respond to **CLAS** (Culturally and Linguistically Appropriate Services) standards as articulated by the United States Office of Minority Health
- To identify additional resources for future learning
- To identify modes of interpretation
- To list principles of the Interpreting Code of Ethics
- To recognize core interpreting skills
- To identify additional resources for future learning

Cultural Awareness Training Promotes:

- Awareness of one’s own assumption and values system in addition to those of the U.S. medical system;
- Understanding of and respect for patients values beliefs and expectations;
- One’s ability to adapt care to be congruent with the patient expectations and preferences.

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4) Interpreter Code of Ethics

In addition to adhering to the code of professional conduct set forth by the Registry of the Deaf (RID), described below are the principles IU Group requires interpreters to understand and agree upon before becoming eligible for assignments:

Ethics

- Respect the privacy, confidentiality, and sensitivity of information that may arise during an interpretation
- Remind client to not say anything that they do not want to be interpreted

Objectivity

- Be completely objective when performing an interpretation
- Report any potential conflict of interest that could affect the fairness and accuracy of an interpretation
- Never offer advice to any parties; focus only on interpreting what is being said
- Do not do any verbal or non-verbal body language that may affect the interpretation and/or show bias toward any one party

Respect

- Treat all participants equally regardless of gender, race, ethnicity, nationality, age, color, sexual orientation, religion, political affiliation, socioeconomic status

Professionalism

- Dress professionally
- Respect the boundaries between you and any other participants in the interpretation session; do not get personally involved and remain objective throughout
- Set clear expectations of your role as an interpreter; being clear that you are there only to interpret and will not be involved in making any decisions on behalf of either parties
- Never agree to an interpretation you do not feel comfortable or qualified to perform

Accuracy

- Include verbal and non-verbal cues and tone when performing an interpretation
- Explain any non-verbal gestures that may be specific to the cultural background of the client
- Remember to always interpret with the same tone and attitude of a client even if rude or obscene
- If you have made a mistake in interpretation, correct it immediately
- Explain to all parties when there is no direct interpretation of any signage

Cultural Awareness

- Recognize when the biases of any participants is affecting the communication between parties
- Notify participants if personal values or cultural practices are becoming a conflict

Step Five: Certificate of Completion

Only upon completion of the certification and training processes describe above are interpreters made eligible for assignments and issued the following Certificate of Completion:



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Professional Qualifications

Company Personnel and Staffing Plan

All the staff noted are CURRENT FULL-TIME EMPLOYEES.*

Name	Position
Sayed Ali	President, Owner
Shamus Sayed	Vice-President, Chief Operations Officer Project Manager
Laura Harolde	Director of Client Relations
Angela Casarrubias	Client Relations Supervisor
Edith Elizondo	Controller, Accounting Manager
Rosa Casarrubias	Client Relations Advocate, Scheduler

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Sayed Ali, President

Mr. Ali is an innovative thinker and entrepreneur with a broad-based expertise in operations, finance and business development. He has a proven ability to quickly analyze key business drivers and develop strategies to grow the bottom line. With high integrity and energetic leadership, he is known for his ability to envision and create successful outcomes in complex situations. Mr. Ali combines industry and functional expertise with tenacious commitment to driving sales, profit and market share growth. Mr. Ali has started two other companies from ground zero and was able to manage and strategize the growth of each, culminating into a \$185M business with 3,000 employees.

Primary Responsibilities

- Develop a strategic plan to advance the company's mission and objectives and to promote revenue, profitability and growth as an organization.
- Oversee company operations to insure production efficiency, quality, service, and cost-effective management of resources.
- Plan, develop and implement strategies for generating resources and/or revenues for the company.
- Identify acquisition and merger opportunities and direct implementation activities.
- Approve company operation procedures, policies, and standards.
- Review activity reports and financial statements to determine progress and status in attaining objectives and revise those objectives and plans in accordance with current conditions.
- Evaluate performance of executives for compliance with established policies and objectives of the company and contributions in attaining objectives.
- Promote the company through written articles and personal appearances at conferences and on various media.
- Represent the company to local, regional, national, and international constituencies.
- Promote the company at legislative sessions, committee meetings, and at formal functions.
- Build a fundraising network using personal contacts, direct mail, special events, and foundation support.
- Direct company planning and policy-making committees.
- Oversee foreign operations to include evaluating operational and financial performance.

Core Competencies

- Raising Capital-Public/Private Debt
- Positioning Companies
- Negotiating & Closing Deals
- Leading Change
- Growing Revenue & Profit
- Leading & Developed Teams
- Developing New Businesses
- Starting New Companies
- Managing Budgets & P/L
- Building Share Holder Value
- Creating & Wining Business Plans
- Shareholder Relations
- Merger/Acquisitions
- Strategy, Mission & Vision Planning

Shamus Sayed, Chief Operations Officer

Mr. Sayed is a proven sales professional with expertise in managing sales, developing revenue-maximizing strategies and developing client relationships. He is skilled in negotiating, problem solving, and closing with a strong technical background. Mr. Sayed also bring a diverse experience with small and large biotechnology corporations, hospitals, academic and industrial institutions. **As Project Manager, Mr. Sayed will be available for both day to day oversight of project and implementation schedule, and also will support emergency after-hours requests and concerns with the Rent Board Program departments.**

Primary Responsibilities & Job Description

- Oversee the hiring and development of a global sales organization, appropriate for the company's maturity/size.
- Be a role model for the company culture.
- Establish compensation, training, and sales incentive programs.
- Drive the development of national, and, if appropriate, international sales strategies.
- Develop, establish, and direct channel and distribution strategies and programs.
- Maintain key customer relationships an develop and implement strategies for expanding the company's customer base.
- Develop and execute lead programs.
- Manage overall sales process, set appropriate metrics for sales funnel management.
- Develop pricing policies, including volume discounts and terms and conditions, for high-profile customers and channel partners.

Professional Experience

Interpreters Unlimited

January 2007- Present

Language service provider offering document translation, in-person and telephone interpretation since 1970.

Chief Operations Officer

Provide language solutions via interpretation and translation. Services include document translation, in-person and telephone interpretation. Oversee global sales groups and offices. Contract officer for contracts \$750K or greater.

- Tripled sales in 5 years
- Expanded to half dozen offices globally

Fisher Scientific International

October 2003-December 2006

Biotechnology company that manufactures and distributes equipment, supplies, chemicals and biological reagents.

Senior Sales Manager

Sold products including capital equipment, new technologies (quantitative PCR, high throughput screening, microarray), consumables, biological kits and reagents to academic research labs. Responsible for nearly \$8M in revenue. Jointly oversaw sales for University of California, Los Angeles and currently selling to University of California, Irvine.

Laura Harolde, Director of Client Relations

Supervise, Guide, and Direct all Staff, Quality Assurance Program, all Client Operations, and Contract Management. Promote Quality Achievement and Performance Improvement throughout the Organization.

Qualifications

- Experienced manager with 11 years of customer service background.
- Proven track record of accurately completing research, information gathering, and reporting within challenging time constraints.
- Hired, trained, and coached a successful team of 20 employees between CA and MA.
- Computer savvy with knowledge of common computer applications.
- Excellent communication skills including: spoken, written and electronic forms of communication.
- Excels at setting and achieving both immediate and long-term goals.
- Works efficiently and with confidence in high pressure situations.
- Approaches situations openly, thinks creatively and outside the box.
- Empathetic and able to see beyond a single perspective.

Professional Experience

Interpreters Unlimited, Inc.

January 2012 to present

Client Relations Manager

- Develop, implement, communicate and maintain a quality plan to bring the Company's Quality Systems and Policies into compliance with quality plan.
- Ensuring compliance with interpretation/translation standards and legislation.
- Ensuring procedures are properly understood, carried out and evaluated and that modifications are investigated if necessary.
- Writing management systems report
- Bringing together staff or different disciplines and driving the group to plan, to formulate and agree comprehensive quality procedures
- Manage and maintain the Company's quality monitoring system
- Formulate and manage the development and implementations of goals objectives, policies, procedures and systems pertaining to the Q.A. Plan
- Setting Q.A. compliance objectives and ensuring that targets are achieved
- Defining quality procedures in conjunction with operating staff
- Setting up and maintaining controls and documentation procedures
- Liaising with costumers' auditors and ensuring the execution of corrective action and compliance with costumers' specifications
- Established standards of service for customers or clients
- Preparing clear explanatory documents such as costumers' characters
- Collating and analyzing performance data and charts against defined

Angela Casarrubias, Client Relations Supervisor

Supervise, Guide, and Direct Human Resources Department. Oversee all employee related and independent contractor related documentation and compliance requirements. Oversee all client requests as well as ensuring all referrals are filled by schedulers.

Primary Responsibilities

- Responsible for implementing HR Policy/Procedures/Guidelines
- Recruit/Evaluate/Testing Interpreters
- Ensure interpreters are certified and maintain certification records
- Pro-Active in Recruiting /Maintaining qualified interpreters base
- Implement employee and interpreter retention
- Conduct new interpreter orientation process
- Oversee training of new interpreters and ongoing training process
- Maintain interpreter qualification matrix
- Maintain a list of qualified interpreters
- Responsible for first assignment evaluation
- Interpreter and administrative staff evaluation
- Conducting backgrounds checks

Skills & Credentials

- Development of call center capacity requirements via needs assessment studies and time standards
- Monitoring strategies for call center operations to ascertain cost-effective operations
- Development of financial analysis to help develop strategic objectives
- Knowledge of property management operations, inspecting of properties HUD standards, maintaining required documentation and supervision of maintenance and repair activities
- Working knowledge of Microsoft software
- Fluent in English and Spanish
- Complaint and conflict resolution skills
- Knowledgeable of OSHA requirements

Professional Experience

Interpreters Unlimited, Inc.

November 2012-Current

Client Relations Supervisor

- Answer high volume of calls, schedule appointments, provide details and directions to interpreters.
- Coordinate appointment for interpreters, and dispatch interpreters to site.
- Help train new employees.
- Communication via email correspondence
- Conducted one-on-one Spanish interpretations

Edith Elizondo, Controller and Accounting Manager

Runs the accounting operations of the company, includes periodic financial reports, maintenance of an adequate system of accounting records and comprehensive set of contracts and budget.

Primary Responsibilities

- Maintain a documented system of accounting policies and procedures
- Oversee the operations of Accounting Department
- Accountable to generate financial statements
- Ensure financial reporting comply with Generally Accepted Accounting Principles (GAAP)
- Oversee Account Payables/Account Receivables/Payroll
- Ensure bank reconciliations are completed
- Maintain a system of controls over accounting preservations
- Coordinate the provision of information to external auditors
- Comply with local, state, and federal government reporting and tax filing

Skills and Qualifications:

- Microsoft, CHMS 200
- 50 wpm
- Customer Service
- Bilingual – English/Spanish
- 10 key
- Dependable
- Multi-tasking
- Excellent Communication

Professional Experience:

Interpreters Unlimited, Inc.

March 2014 – Present

Accounting Manager

- Oversee the accounting Dept.
- AP & AR (QuickBooks)
- Billing (IUX)
- Adjustments
- Check run
- Payroll

Interpreters Unlimited, Inc.

April 2005 – February 2014

Accounting Administrator

- Customer Service
- AP & AR
- Billing (IUX)
- Adjustments/check run
- Payroll
- Entering and filing Purchase Orders (PO)
- Responding to objection letters
- Maintaining separate records for Rainham Finance operating expenses and leasehold cost (QuickBooks/Excel)
- IU collections
- Processing cash receipts

Interpreters Unlimited, Inc.

December 1999 – April 2005

Administrator/Assistant Manager

Rosa Casarrubias, Client Relations Advocate/ Scheduler

Objective:

- To obtain a Customer Service Representative position with a company where I can grow professionally and personally.

Skills & Abilities:

- Communication skills with public, fellow employees, supervisors, and customers.
- Self-motivated and dedication to the job.
- Flexibility & Punctuality
- Bilingual: English and Spanish

Work Experience:

Interpreters Unlimited, Inc.

San Diego, CA

February 2015-Current

Client Relations Advocate/Scheduler

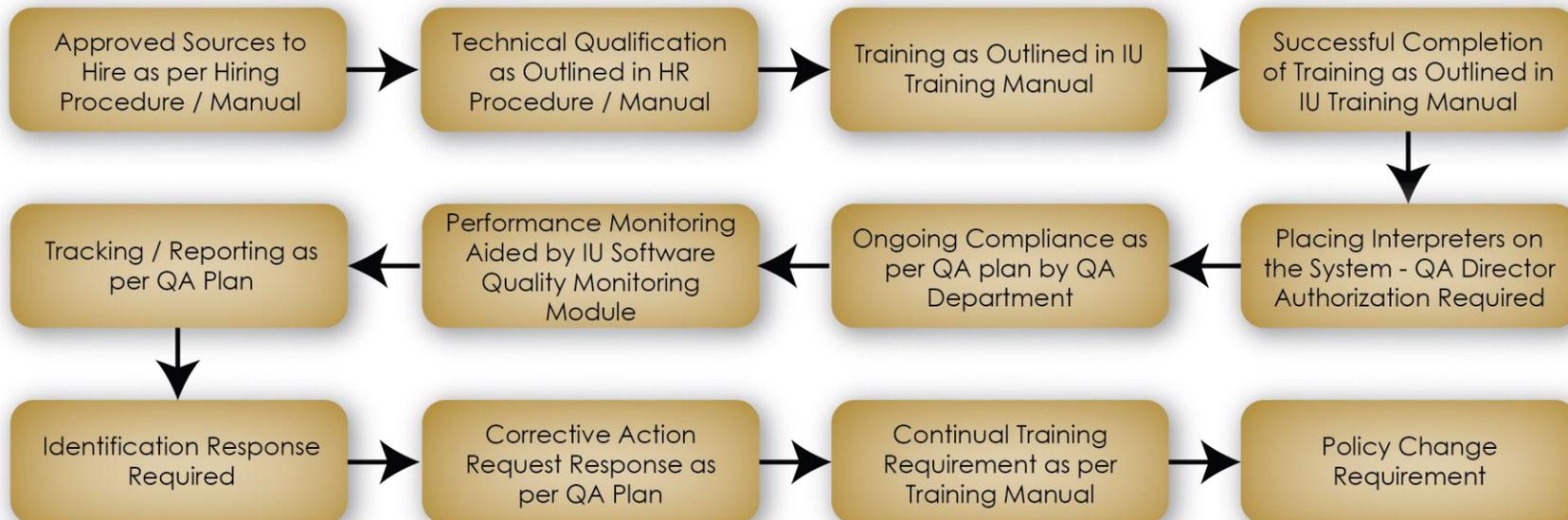
- Coordinator of Linguist and Clients to fulfill needs.
- In charge of interpreter records and filing for two of the biggest clients of the company which are San Diego County and our sister company Arkansas Spanish Interpreters & Translators (ASIT).
- Compliance with California and State Laws including HIPAA.
- Specializes in Healthcare related clientele. Able to determine which linguist to assign depending on the type of medical request.
- Monitors client intake information using two different Enterprise Recourse Planning (ERP) System.
- Great relationships with requesters to make sure everything runs smoothly.
- Experience in training new schedulers and client relations advocates.

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Quality Assurance Plan

Interpreters Unlimited has an established Quality Assurance (QA) Plan that is modeled after the best practices of the language industries and augmented by additional security measures stipulated in the contractual requirements of our clients. Our plan, described in our written policies, will fulfill the requirements as specified for the City of Richmond, Rent Board Program. The Quality Assurance Policies described herein are intended to represent an efficient and economical means of controlling the quality of our services of translation and to meet Program requirements. In addition, it enables the customer to maintain surveillance over Contractor compliance to ensure performance in accordance with contractual obligations.

Interpreters Unlimited's QA plan illustrated below addresses the requirements by providing our overall plan. Its comprehensiveness will highlight: **response, oversight, monitoring, and reporting.**



Quality Assurance Department

The Quality Assurance Department has the responsibility of monitoring interpreter performance and ensuring the consistent delivery of superior interpretation services for our clients. Interpreters Unlimited's proprietary software system, IU Match Connect, offers a multitude of applications to manage performance monitoring and reporting procedures.

Performance reports allow Interpreters Unlimited to:

- Monitor how many appointments were filled in a given location during a defined time frame
- View how specific language usage by location
- Monitor accurate time reporting by interpreter and requestor
- Obtain feedback reports from clients
- Determine quality rating for interpreters

Tracking/Reporting

It is the responsibility of the Quality Assurance (QA) department to track the performance of each interpreter and publish monthly reports highlighting any nonperformers. The QA department utilizes Interpreters Unlimited's software system to track, monitor, and control the overall quality of interpreters.

Identification/Response/Corrective Action

In case of an unsatisfactory performance a formal request is sent to the interpreter for corrective action. The interpreter is required to respond within a week period. Failure to comply will result in removal of the interpreter from the system. In the event of repeated occurrences, the Quality Assurance department will remove the interpreter without any further notice. The department will notify the President and Human Resources department of its action.

Policy Changes

Changes to the established Quality Assurance plan require recommendation from the Quality Assurance Plan director and approval from the President. There is no exception to this policy.

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Problem Reporting and Coordination Procedures

Interpreters Unlimited's primary goal is to meet and exceed the expectations of each client by establishing a clear, concise approach in resolving any issues that may arise throughout the life of a contract. Through client relationship building and use of CRM tools, we aim to grow mutual trust between Interpreters Unlimited and the City of Richmond, Rent Board Program and provide the highest caliber of service.

Written Procedures for Problem Reporting

If there is a complaint:

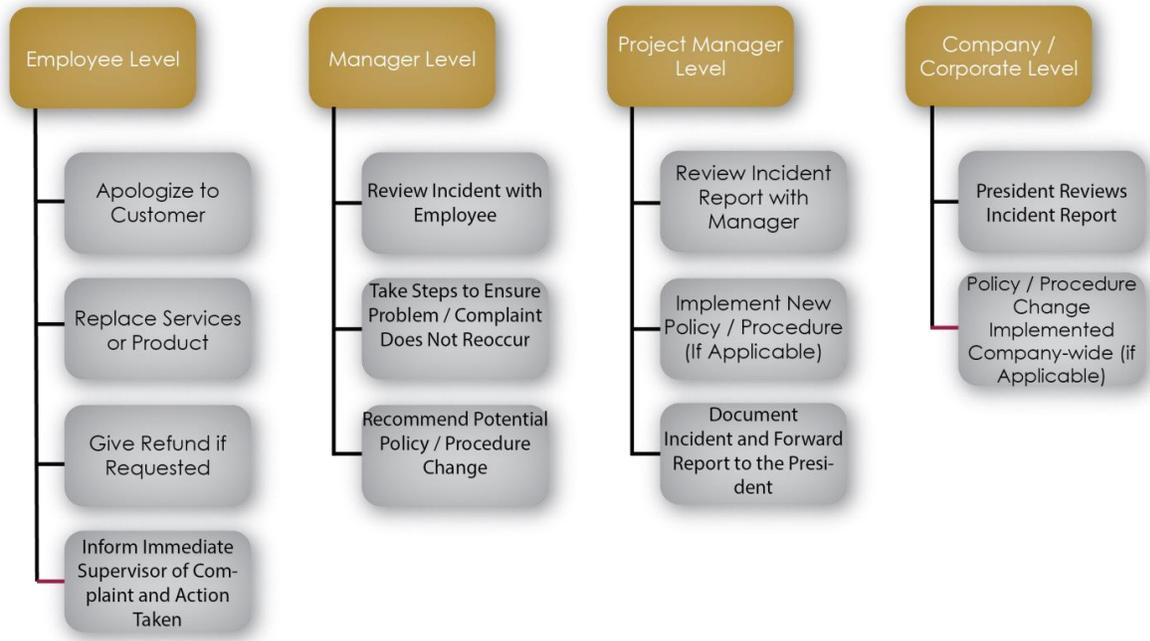
1. Contractor Representative addresses issue with internal staff/assigned interpreter
 - Type of complaint
 - Assignment/Requirement(s) overview
 - Perceived reason for complaint

2. Contractor Representative contacts client to discuss issue/contract compliance/history of service delivery
 - Area of dissatisfaction
 - Previous experience with process(es)/interpreter
 - Review company/client expectations

3. Contractor Represent and Contract Administrator work to develop an appropriate course of action and discuss any possible ramifications resulting from the matter
 - Implement new process(es)/methodologies
 - Assign/Re-assign personnel
 - The multi-level diagram on the following page further illustrates the procedural steps taken in IU's problem reporting and personnel coordination procedures.

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Problem Resolution Work Flow Chart



The first step towards problem resolution is to contact Interpreters Unlimited at 800.726.9891 where an IU staff member will handle any matters that can be resolved from an employee level.

Any problems that require manager assistance will be directed to the Client Relations Manager:

Laura Harolde, Client Relations Manager
858.275.2577
laura.harolde@iugroup.com

The next point of contact in Interpreters Unlimited's organizational structure will be IU's Contract Administrator:

Shamus Sayed, Chief Operations Officer
858.866.1130
shamus.sayed@iugroup.com

The final point of contact in the Problem Escalation Clause is Sayed Ali, President of Interpreters Unlimited:

Sayed Ali, President
858.866.1131
sayed.ali@iugroup.com

Collecting and Documenting Feedback

At Interpreters Unlimited, we stand behind the quality of our work and take all necessary measures to ensure that our clients' needs are met. Our dedicated management staff is available 24/7 to address any issues or concerns that may arise under the Contract between the City of Richmond, Rent Board Program and Interpreters Unlimited.

Web Customer Feedback Form

The performance of our interpreters, internal and support staff are evaluated through the use of CRM tools such as customer satisfaction through constructive feedback provided on the Customer Feedback Form on the next page.

The customer feedback form on the following page is an established company tool provided to all client authorized representatives following the conclusion of an initial interpretation assignment. The information collected in this survey is reviewed and recorded to assist in the building/maintenance of current quality assurance measures.

Interpreters Unlimited wants to know if something is not to our client's expectations the first time it occurs, no matter how minor or major. We work to rectify problems immediately, so that the issue simply doesn't occur again.

Complaint Documentation

Interpreters Unlimited stores information pertinent to client complaints/grievances securely in its proprietary software, IU Match Connect. These reports issued are received at the appropriate level, documented, and properly expedited into the system under that client profile.

Whether received in writing, by phone, fax, or email, all complaints are documented into a compatible PC format (.doc, .xls, .pdf) for quick reference and review within the client profile database. Additionally, hard copies of the correspondence are also kept on file for staff reference. Client and contract files are managed internally by office staff and can be reviewed at any time at the request/discretion of the Contract Administrator. All files, physical and virtual, are securely kept.

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Customer Feedback Form

Post Appointment Evaluation Form

Event Date: _____ Interpreter: _____

Your name: _____

Your role at appointment: _____

PLEASE CIRCLE ONE

You work with interpreters...	Daily	Often	Occasionally	Hardly ever
Was the interpreter on time?		Yes	No	Not sure
Was the interpreter professional in attire?	Good	Acceptable	Minimal	Unacceptable
Was the interpreter courteous?	Good	Acceptable	Minimal	Unacceptable
Your rapport with the interpreter?	Good	Acceptable	Minimal	Unacceptable
Your sense of the interpreter's rapport with the interpreter?	Good	Acceptable	Minimal	Unacceptable
Interpreter's linguistic ability in English?	Good	Acceptable	Minimal	Unacceptable
Interpreter's skill in the vocabulary of your profession?	Good	Acceptable	Minimal	Unacceptable
Overall, was the interpretation effective and comprehensive?		Yes	No	Not sure
Any other comments?				
How can we better service you?				

Please complete and fax back to Interpreters Unlimited 800.726.9822 or email to scheduling@iugroup.com.

Professional Commitment

Interpreters Unlimited possesses the personnel and depth of resources to offer the City of Richmond, Rent Board Program effective and culturally appropriate language services. Designated staff and oversight shall be appointed to the contract upon award. Contract administrators will be dedicated to the account and will stand in full service and support during the life of the contract. The City of Richmond, Rent Board Program will have full functional access to company CRM tools and on-demand **Customer Care** services.

Our Customer Care Team

The Program and its constituents will have complete access to our customer care staff using our toll-free number, **800.726.9891**. IU is committed to delivering the highest standard of quality service. Listed below are features and benefits of our customer relations department.

- Live telephone operator following automated prompts
- Available 24/7/365
- 100% Bilingual staff
- Excellent employee benefits package – Medical/Dental/401k/Profit Sharing
- On-going professional development & training programs
- Employee reward programs
- Proficient employee & interpreter retention plan
- Senior Language Experts on staff to ensure quality interpretations and translations
- Maintain interpreter certification & evaluation files



In addition, IU has demonstrated commitment to distinguished customer service by aligning with **Customer Service Experts, Inc.** for professional key services.

These professional services include:

- Advanced training and monitoring program
- Service evaluations
- On-going consultation
- Employee performance coaching

Privacy and Confidentiality

Interpreters Unlimited (IU) respects the privacy of protected health, educational records, and other sensitive information and understands the importance of keeping this information confidential and secure. IU understands the importance of the Health Insurance Portability and Accountability Act (HIPAA), Family Educational Rights and Privacy Act (FERPA), and Health Information Technology for Economic and Clinical Health Act (HITECH), as it applies to our services. Therefore, we have developed the following guidelines to ensure confidentiality of protected health information, educational records, and other sensitive information we may become privy to when providing our language services.

IU staff including interpreters and translators is required to adhere to guidelines in place to ensure the correct handling of sensitive and/or confidential information. In addition, IU has a zero-tolerance policy for those who do not comply with these guidelines.

Compliance with HIPAA, FERPA and HITECH IU maintains a comprehensive system to ensure compliance with applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA) as well as the Health Information Technology for Economic and Clinical Health Act (HITECH) recently put into effect. Since our goal is to provide the highest level of service to our customers and business partners, we want you to know how IU complies with the HIPAA, FERPA, and HITECH directives. Our Privacy Policy contains procedures addressing the protection, use, and disclosure of protected health information ("PHI") along with education/school records, accounting of disclosures, access by individuals and third parties to PHI, protection of PHI by contractors, business associate agreements, and training of employees.

How We Protect Personal Information

We treat personal information securely and confidentially. We limit access to personal information to only those persons who need to know that information to provide support services to our customers. This also includes our interpreters who are trained on the importance of safeguarding this information and must comply with our procedures and applicable laws. We employ strict physical, electronic, and procedural security standards to protect personal information and maintain internal procedures to promote the integrity and accuracy of that information.

Translators are not allowed to remove any documents that contain information defined as sensitive and/or confidential. IU translators must adhere to the following guidelines:

- Do not discuss the subject matter, details, or content of a translation project with anyone outside
- Follow guidelines of IU Privacy Policy

Software Security

IU Group's software system, IU MATCH CONNECT, is completely custom-designed and developed to efficiently adapt to our clients' needs and the exponential rate at which technology changes. Since its first version, released nearly 15 years ago, we've relentlessly enhanced its functionality, performance, user friendliness and security policies. Utilizing the most advanced technologies available today, IU MATCH CONNECT's most recent version (3.0.x) employs policies over secured and encrypted web-based protocol standards, strictly adhering to HIPPA compliance specifications. To achieve this, we've simplified our back-end and front-end application structure by powering our application with Adobe's Flex development technology. This allows for multi-faceted security and user interface implementations and an abundantly scalable harness for our Microsoft SQL Server databases. Additionally, IU Group's physical infrastructure environment for IU MATCH CONNECT features a wide range of security measures including: enterprise-grade firewall security appliances, environment-based encryption and 24/7 live system monitoring and redundancies. The combination of our on-site software development and hardware management teams diligently and continuously study our employed technologies versus the ever-changing technology industry. To that end, our customized development, minute-by-minute monitoring and overall update/upgrade schemes have ultimately helped IU Group create reliable physical infrastructure and software systems focused on long-term scalability and the pursuit of absolute security.

Information Management

Company information is only available through our secured, proprietary software application. Our software application is accessed via explicit user credentials; these credentials are delegated by system administrators. No secured company information is transferred through email, under any and all circumstances. This is managed and audited by system administrators based on privacy policies signed at each employee's time of hire. Additionally, any devices designed for our employees in the field, whether notebooks or mobile devices, are configured, secured and managed by our system administrators. Unless otherwise specified, employees can only access secured company information within office locations, through domain-controlled workstation credentials and system administrator delegated software application credentials. In addition, no secured company information is stored directly on any device; this includes devices designed for employees in the field.

Further Information

IU may find it necessary to revise and update its Privacy Policy from time to time as changes to the privacy regulations emerge, and will communicate any such changes to our staff, customers and business partners.

Project Examples

Contracting Company	Year Awarded	Type of Services	Dollar Amount	Location
County of Riverside, Dept. of Mental Health Purchasing and Fleet Facility 2980 Washington St. Riverside, CA 92504	2009	Interpretation and Translation	\$150k/ year	Riverside
County of San Diego Health and Human Services Agency, Mental Health Services 3255 Camino del Rio South (M.S.P-531S) San Diego, CA 92108	2012	Interpretation and Translation	\$330k/ year	San Diego
UC San Diego Health 200 West Arbor Dr. San Diego, CA 92103	2009	Interpretation and Translation	\$250k/ year	San Diego
County of Alameda 1000 Broadway, Suite 500 Oakland, CA 94607	1999	Interpretation and Translation	\$150k/ year	Oakland
Sharp Hospitals 8695 Spectrum Center Blvd. San Diego, CA 92123	2002	Interpretation and Translation	\$225k/ year	San Diego

References

The following contacts can attest to the superior quality of language services provided by Interpreters Unlimited.

Organization Name	Contact
County of Alameda – First 5 1000 Broadway, Suite 500 Oakland, CA 94607	Leslie Wilson (510) 208-5959 Leslie.wilson@acgov.org
Vizient – Kaiser 290 E. John Carpenter Fwy Irving, TX 75062	Travis Reeves (972) 830-6970 Travis.reeves@vizientinc.com
UC San Diego Health 200 West Arbor Dr. San Diego, CA 92103	Leticia Aguilar (619) 543-5205 lacuna@ucsd.edu

(Remainder of this page intentionally left blank.)

Pricing

On-Site Interpretation

Language	Price per Hour (Weekdays 8am-5pm)	Price per Hour (After-hours, weekends, holidays)	Minimum	Time Frame	Availability
Spanish	\$60.00	\$60.00	2 hour minimum	Same price for both regular and emergency appointments	24/7/365
All Other Languages	\$80.00	\$80.00	2 hour minimum	Same price for both regular and emergency appointments	24/7/365

Terms:

- Time booked, time billed
- Cancellations made within 24 business hours of the appointment will be subject to a charge in the amount of the two (2) hour minimum or time booked, whichever greater
- Travel over 50 miles roundtrip will be charged in accordance with current IRS rates of \$0.575/mile

Over-the-Phone Interpretation

Language	Price per Minute	Minimum	Time Frame	Availability
Spanish	\$0.63	No minimum	On-Demand	24/7/365
All Other Languages	\$0.63	No minimum	On-Demand	24/7/365

(Remainder of this page intentionally left blank.)

Scheduled Virtual Video Interpretation

Language	Price per Minute	Minimum	Time Frame	Availability
Spanish	\$60.00	1 hour minimum	Same price for both regular and emergency appointments	24/7/365
All Other Languages	\$80.00	1 hour minimum	Same price for both regular and emergency appointments	24/7/365

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Language List

IU provides interpretation and translation services including, but not limited to, the following languages:

Afrikaans	Hmong	Polish
Akan	Hoiping Chinese	Pompango
Albanian	Hungarian	Portuguese, Brazilian
Amharic	Ibo	Portuguese, European
Apakapa	Ilocano	Punjabi
Arabic (six dialects)	Ilongo	Romanian
Armenian	Indonesian	Russian
Ashkarik	Italian	Samoan
Assyrian	Japanese	Sephardic Konkan
Azerbaijani	Kamasaja	Serbian
Basque	Kanarese	Shanghai Chinese
Bengali	Kannada	Sibuano
Bosnian	Kapangpangan	Sicilian
Bulgarian	Karen	Sign Language (ASL)
Burmese	Kinyarwanda	Sindhi
Cambodian	Kirundi	Sinhalese
Cantonese	Konkani	Slovakian
Catalan	Korean	Slovenian
Cebuano	Kurdish	Somali
Chamorro	Laotian	Spanish
Chiu Chow	Latvian	Swahili
Choktaw	Lithuanian	Swedish
Chuukese	Macedonian	Tagalog
Creole	Malay	Taiwanese
Croatian	Malayalam	Tagrinyan
Czech	Malaysian	Tamil
Danish	Mandarin	Telugu
Dari	Marathi	Thai
Dutch	Mesquito	Toisan
Estonian	Mestaco	Tongon
Farsi	Mien	Tulu
Fijian	Minh	Turkish
Fijian-Hindi	Mixteco	Ukrainian
Finnish	Moldavian	Urdu
Flemish	Mongolian	Urghur
French	Nagamese	Vietnamese
Fukien Chinese	Nepali	Visayan
Georgian	Norwegian	Yemeni
German	Nuer	
Greek	Oaxaca	
Gujarati	Oromo	
Haitian Creole	Pangasinan	
Hakka	Papiamento	
Hebrew	Pashto	
Hindi	Persian	

Conflict of Interest Statement

Interpreters Unlimited, Inc. and its management and employees do not have any actual, apparent, direct, indirect, or potential conflicts of interest that will interfere with our performance of this contract.

(Remainder of this page intentionally left blank.)



CERTIFICATE OF LIABILITY INSURANCE ATTACHMENT 2

ITEM F-5

12/19/19

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 J.S. Tucker Insurance Services 990 Highland Ave., #110-C Solana Beach CA 92075	CONTACT NAME: Tammy Lafata
	PHONE (A/C, No, Ext): 619-339-4197 FAX (A/C, No): 619-938-3416 E-MAIL ADDRESS: tammy@jstuckerins.com
INSURED Interpreters Unlimited, Inc.; IU, LLC PO Box 27660 San Diego CA 92198-1660	INSURER(S) AFFORDING COVERAGE
	INSURER A: Sentinel Insurance Company NAIC # 11000
	INSURER B: Travelers Casualty Ins Co of America 38342
	INSURER C: Hartford Casualty Insurance Company 29424
	INSURER D: AXIS Insurance Company
	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 type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			72SBAAR7770	1/1/20	1/1/21	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-0N470270-20-42-G	1/13/20	1/13/21	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			72SBAAR7770	1/1/20	1/1/21	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	<input checked="" type="checkbox"/> 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 Y	N/A	72WECIO8041	1/1/20	1/1/21	<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
D	Professional Liability/Errors & Omissions			P-001-000243790-01	1/1/20	1/1/21	\$3,000,000/claim \$3,000,000 aggrog \$7,500 retention per claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 day notice of cancellation except 10 day for nonpayment of premium

CERTIFICATE HOLDER

CANCELLATION

PROOF OF COVERAGE

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

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- 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
- Payment Provisions
- Authorized Representatives and Notices
- General Conditions
- Special Conditions
- Insurance Provisions
- Exhibit A
- Exhibit B
- Exhibit C
- Exhibit D
- Exhibit E
- 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, corresponding Rent Board Regulations, and Hearings Script (which shall be provided to the Contractor) 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 staff 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 interpreters and an alternative interpreter will be provided when that language 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," the interpreter shall be required to immediately call back into the line as soon as possible. Rent Board staff shall be able to contact the Contractor by telephone 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 staff member via email or by phone 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, and any other specifics related to the job. All communications will be performed electronically or by phone.

INTERPRETERS UNLIMITED

At least 24 hours before the interpreting session, Contractor 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. They 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 will record the actual interpreting session end time reported by Rent Board staff or the interpreter for billing purposes.

After the interpreting session, Contractor 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).

INTERPRETERS UNLIMITED

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.

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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:

ON-SITE INTERPRETATION

Language	Price per Hour (Weekdays 8am-5pm)	Price per Hour (After-hours, weekends, holidays)	Minimum	Time Frame	Availability
Spanish	\$60.00	\$60.00	2 hour minimum	Same price for both regular and emergency appointments	24/7/365
All Other Languages	\$80.00	\$80.00	2 hour minimum	Same price for both regular and emergency appointments	24/7/365

Terms:

- Time booked, time billed
- Cancellations made within 24 business hours of the appointment will be subject to a charge in the amount of the two (2) hour minimum or time booked, whichever greater
- Travel over 50 miles roundtrip will be charged in accordance with current IRS rates of \$0.575/mile

SCHEDULED VIDEO OR TELECONFERENCE

Language	Price per Minute	Minimum	Time Frame	Availability
Spanish	\$60.00	1 hour minimum	Same price for both regular and emergency appointments	24/7/365
All Other Languages	\$80.00	1 hour minimum	Same price for both regular and emergency appointments	24/7/365

INTERPRETERS UNLIMITED

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, or their designee, before payments shall be authorized. Questions concerning an invoice may be directed to Contractor by email or telephone 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 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:

Shamus Sayed

Interpreters Unlimited

10650 Treena Street, Suite 308

San Diego, CA 92131

INTERPRETERS UNLIMITED

**EXHIBIT E
SPECIAL CONDITIONS**

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

THIS SECTION NOT APPLICABLE

INTERPRETERS UNLIMITED

**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.

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EXHIBIT D
GENERAL CONDITIONS

ITEM F-5
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-5

**February 17, 2021
RENT BOARD MEETING**

ATTACHMENT 3.3

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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.

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 17, 2021

Final Decision Date Deadline: February 17, 2021

STATEMENT OF THE ISSUE: Section 11.100.060(n) of the Rent Ordinance requires that the Board hold a public hearing and adopt an annual budget for the upcoming fiscal year no later than July 1. The annual budget is funded by the Residential Rental Housing Fee, the amount of which is determined by the City Council following a recommendation from the Rent Board. In consideration of this requirement, staff members have prepared a proposed Fiscal Year 2021-22 budget, fee study, and 10-year financial projection for the Rent Board's consideration and comment. The purpose of this item is to receive feedback from the Board on the proposed budget and to determine the date and time of a public hearing for potential adoption by the July 1 deadline.

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

- Presentation/Proclamation/Commendation (3-Minute Time Limit)
- Public Hearing Regulation Other:
- Contract/Agreement Rent Board As Whole
- Grant Application/Acceptance Claims Filed Against City of Richmond
- Resolution Video/PowerPoint Presentation (contact KCRT @ 620.6759)

RECOMMENDED ACTION: (1) RECEIVE a draft Fiscal Year 2021-22 Rent Program budget, corresponding Rental Housing Fee study, and 10-year financial projection and PROVIDE direction to staff; and (2) DETERMINE the date and time of a public hearing concerning adoption of the Fiscal Year 2021-22 budget and approval of the fee study consistent with Sections 11.100.060(n) and (l) of the Rent Ordinance – Rent Program (Nicolas Traylor/Paige Roosa – 620-6564).

AGENDA ITEM NO:

H-1.

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AGENDA REPORT

DATE: February 17, 2021

TO: Chair Maddock and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Paige Roosa, Deputy Director

SUBJECT: DRAFT FISCAL YEAR 2021-22 BUDGET, FEE STUDY, AND 10-YEAR FINANCIAL PROJECTION

STATEMENT OF THE ISSUE:

Section 11.100.060(n) of the Rent Ordinance requires that the Board hold a public hearing and adopt an annual budget for the upcoming fiscal year no later than July 1. The annual budget is funded by the Residential Rental Housing Fee, the amount of which is determined by the City Council following a recommendation from the Rent Board. In consideration of this requirement, staff members have prepared a proposed Fiscal Year 2021-22 budget, fee study, and 10-year financial projection for the Rent Board's consideration and comment. The purpose of this item is to receive feedback from the Board on the proposed budget and to determine the date and time of a public hearing for potential adoption by the July 1 deadline.

RECOMMENDED ACTION:

(1) RECEIVE a draft Fiscal Year 2021-22 Rent Program budget, corresponding Rental Housing Fee study, and 10-year financial projection and PROVIDE direction to staff; and (2) DETERMINE the date and time of a public hearing concerning adoption of the Fiscal Year 2021-22 budget and approval of the fee study consistent with Sections 11.100.060(n) and (l) of the Rent Ordinance – Rent Program (Nicolas Traylor/Paige Roosa – 620-6564).

FISCAL IMPACT:

The proposed budget and Rental Housing Fee study for the 2021-22 fiscal year would authorize \$2,899,048 in expenses and \$2,956,037 in revenue. The Rental Housing Fee for the 2021-22 fiscal year is proposed to remain the same as that for the 2020-21 fiscal year: \$219 for Fully Covered Rental Units and \$124 for Partially Covered Rental Units.

DISCUSSION:

Proposed Fiscal Year 2021-22 Goals

The proposed Fiscal Year 2021-22 budget has been prepared for the Board's consideration in acknowledgement of the following goals in three broad categories: Program Development, Outreach, and Program Sustainability and Compliance.

PROGRAM DEVELOPMENT:

1. **Develop a training schedule for Rent Program Services Analysts (but accessible to all staff)**, to ensure housing counselors remain knowledgeable on the requirements of the Rent Ordinance and apprised of any changes to Rent Board Regulations and related State and Federal laws.
2. **Continue to implement the mediation program** to provide free formal and informal mediation services to Landlords and Tenants as a means of resolving disputes that have a reasonable nexus to the Rent Ordinance through the assistance of a trained mediator.
3. **Continue to develop an online filing system for the submission of Property Enrollment and Tenancy Registration forms**, as well as the filing of rent increase and termination of tenancy notices on the City's e-trakit website.

OUTREACH:

1. **Publish and distribute the Guide to Rent Control in Richmond and one-page fact sheets** on common topics such as Just Cause for Eviction, Owner Move-In evictions, the Ellis Act, and the Relocation Ordinance.
2. **Develop and Execute a Comprehensive Outreach Plan** that includes, but is not limited to, continuing to bolster our social media presence, producing informational, infographic, and/or testimonial videos to highlight aspects of the Rent Ordinance and services provided by the Rent Program and expanding outreach efforts to local businesses, schools, non-profits, neighborhood councils, and other community stakeholders.
3. **Launch Tenancy Registration Outreach** by beginning to mail out Notices of the Maximum Allowable Rent (MAR) (sent to Landlords and Tenants when Tenancy Registration Forms are submitted), and create a database accessible to the public where community members can research the MAR for a particular Rental Unit.

PROGRAM SUSTAINABILITY AND COMPLIANCE:

1. **Continue to improve collection of the Rental Housing Fee (greater than 90% compliance) through investing in effective compliance and outreach projects** to ensure that all Rental Units subject to the Rent Ordinance are assessed the Rental Housing Fee and all Landlords who should be paying the Rental Housing Fee receive an invoice and are made aware of their financial obligation to the Rent Program.
2. **Continue to work collaboratively with other City departments** to improve rental housing inspection options, seismic safety policy, enforcement of the Relocation Ordinance, the Richmond Rapid Response Fund (R3F) Rent Assistance Program for Displacement and Homelessness Prevention, and the collection of other City fees, such as the Business License Tax, Fire Prevention Services Fee, and Rental Inspection Program fee.
3. **Continue to implement the recommendations provided by Kevin Harper CPA and Associates**, including monitoring budgeted versus actual expenses and providing quarterly reports to the Rent Board, updating the Board's 10-year financial projection, and proposing budgetary policies for the Board's consideration.

Proposed Fiscal Year 2021-22 Budget Summary

The proposed total expenditures for the 2021-22 fiscal year are only 0.1% greater than that of the prior year and would fund expenses in the following categories:

Category	Proposed FY 2021-22 Budget
Salaries and Wages	\$1,195,799
Fringe Benefits	\$747,618
Professional and Administrative Services	\$240,425
Cost Pool (Indirect Service Charges, Space at 440 Civic Center Plaza, General Liability)	\$182,704
Other Operating Expenses	\$69,674
Supplemental Liability Insurance Policy (SLIP)	\$9,300
Noncapital Assets – Computer Hardware	\$10,800
Utilities	\$500
18% Operating Reserve	\$442,228
TOTAL	\$2,899,048

Ten-Year Financial Projection

In February 2020, the Rent Program entered into a contract with Kevin W. Harper CPA and Associates to prepare a 10-year financial projection for the Rent Program and issue

recommendations in support of the agency's goal of achieving long-term financial stability. The 10-year financial projection has been updated to reflect actual expenses and revenues in Fiscal Year 2020-21 as well as those proposed for Fiscal Year 2021-22 and is included in Attachment 1 of this report. The projection also reflects the Rent Board's direction to (1) maintain a revolving balance of available funds to address potential cash flow shortages at the beginning of each fiscal year, when Rental Housing Fee invoices have yet to be paid; and (2) build financial reserves equivalent to a minimum of 18 percent and maximum of 25 percent of current year operating expenses.

Proposed Fiscal Year 2020-21 Rental Housing Fee Study

Section 11.100.060(l)(1) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance ("Rent Ordinance") provides all Landlords shall pay a Residential Rental Housing Fee to fund the Rent Program budget. The amount of the Rental Housing Fee is annually established by the Richmond Rent Board and approved by the City Council.

Under Section 50076 of the California Government Code, fees charged for any service or regulatory activity must not exceed the reasonable cost of providing the service. Those fees must be approved by the City Council, as the legislative body, in public session. Therefore, a fee study is necessary to ensure that the Residential Rental Housing Fee recommended by the Rent Board and charged to Landlords is commensurate to the level of services provided by the Rent Program.

The fee study is designed to allow the Rent Program Department to recover costs of all budgeted operations, including, but not limited to:

- Personnel costs of staff, benefits, and overtime;
- Risk management and supplemental liability insurance plan (SLIP);
- Charges allocated to City Departments to reimburse the General Fund for administrative services by central service departments (i.e. City Council, City Manager, City Attorney, City Clerk, Finance, HR, etc.);
- Information Technology (IT) expenses associated with a property and rent-tracking database and maintenance of computer hardware and software;
- Legal costs to support enforcement and defense of legal challenges to the Rent Ordinance;
- Costs of education and outreach, including the printing and distribution of print materials and hosting of community workshops and seminars;
- Contracts for translation and other professional services;
- Mileage and attendance at conferences and trainings; and,
- An operating reserve to fund unanticipated costs and variations in collection of the Rental Housing Fee.

Staff members recommend the Board continue to utilize a tiered-fee approach to the Fiscal Year 2021-22 Rental Housing Fee to ensure the requirements of Section 50076 of the California Government Code are met.

Table 1 contains the fees corresponding to the proposed Fiscal Year 2021-22 budget.

Table 1. Fiscal Year 2021-22 Proposed Budget and Rental Housing Fees

		Proposed for FY 2021-22	Change from FY 2020-21
TOTAL BUDGET:¹		\$2,899,048	\$2,806 (0.1%)
Fully Covered Units²	7,515	\$219	\$0
Partially Covered Units (including subsidized units)³	10,208	\$124	\$0
TOTAL REVENUE⁴:		\$2,956,037	\$346,262 (2.0%)

The Rental Housing Fee for Fiscal Year 2021-22 is proposed to remain the same as that adopted for Fiscal Year 2020-21. The table below compares the proposed Fiscal Year 2021-22 Rental Housing Fee to prior year fees.

Table 2. Comparison of Proposed Fiscal Year 2021-22 Rental Housing Fee to Prior Year Fees

Fiscal Year	Fully Covered Rental Units	Partially Covered Rental Units	Governmentally Subsidized Rental Units
2017-18	\$145	\$145	\$145
2018-19	\$207	\$100	\$50
2019-20	\$212	\$112	\$112
2020-21	\$219	\$124	\$124
2021-22 (Proposed)	\$219	\$124	\$124

Conclusion and Proposed Actions

The proposed 2021-22 budget and fee study reflect the short and long-term goals of the Rent Program and will allow the agency to recover costs of all budgeted operations without increasing the Rental Housing Fee.

¹ Total expenditures include a 18% operating reserve consistent with proposed Rent Board policy

² Includes suspected Fully Covered rental units

³ Includes suspected Partially Covered rental units

⁴ Fees rounded up to the nearest dollar

DOCUMENTS ATTACHED:

Attachment 1 – Proposed Fiscal Year 2021-22 Budget and Rental Housing Fee Study

PROPOSED FY 2021-22 BUDGET & RENTAL HOUSING FEE STUDY

CITY OF RICHMOND RENT PROGRAM

FEBRUARY 17, 2021



City of Richmond Rent Program
440 Civic Center Plaza, Suite 200
Richmond, CA 94804
(510) 234-RENT [7368]
www.richmondrent.org



Boardmembers
Alana Grice Conner
Virginia Finlay
Emma Gerould
[Vacant Seat]
Lauren Maddock

ACKNOWLEDGMENTS

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Analyst

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Director

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Senior Programmer

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I. RENT PROGRAM ORGANIZATION AND GOALS

Mission Statement

The mission of the Rent Program is to promote neighborhood and community stability, healthy housing, and affordability for Richmond Tenants through the regulating of those Landlord/Tenant matters that reasonably relate to rents and evictions, while maintaining a Landlord's right to a fair return.

Proposed Fiscal Year 2021-22 Organizational Chart and Labor Summary

The Richmond Rent Program was established following the adoption of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Rent Ordinance) by a majority of Richmond voters in 2016. In accordance with the Rent Ordinance, an Executive Director appointed by a five-member Rent Board comprised of Richmond residents leads the Rent Program. No more than two members of the Rent Board may own or manage rental property or act as realtors.

The following figures illustrate how the proposed staffing plan for the upcoming year compares to prior years. Of particular note is the proposed addition of two new personnel classifications, including that of a General Counsel and a Senior Rent Program Services Analyst, as well as the consolidation of the Public Information and Billing and Registration Units into one combined Public Information and Enrollment Unit (PIE). The rationale for these proposed changes to the organizational chart is described in further detail below. Figure 1 contains the proposed organizational chart for the 2021-22 fiscal year, and Figures 2 and 3 provide a summary of full-time equivalents (FTEs) since Fiscal Year 2019-20.

Figure 1. FY 2021-22 Rent Program Organizational Chart

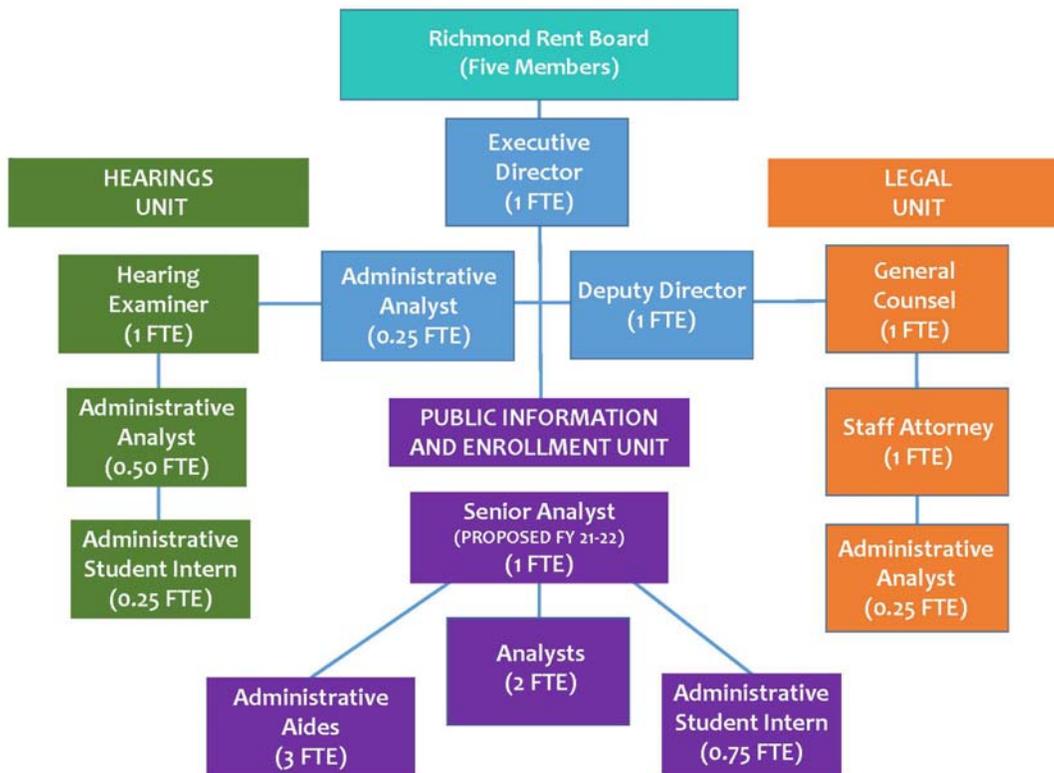


Figure 2. Proposed Fiscal Year 2021-22 Labor Summary

<u>Unit</u>	<i>Authorized Positions</i> <i>2019/2020</i>	<i>Authorized Positions</i> <i>2020/2021</i>	<i>Proposed Positions</i> <i>2021/2022</i>	<i>Amount of Change</i> <i>20/21 - 21/22</i>
Management	2.5	2.25	2.25	0
Legal	1.5	1.75	2.25	0.5
Public Information	4.6	4.6	N/A	N/A
Billing & Registration	2.9	2.9	N/A	N/A
Public Information & Enrollment	N/A	N/A	6.75	N/A
Hearings	1.5	1.5	1.75	0.25
TOTAL	13	13	13	0

Figure 3. Proposed Fiscal Year 2021-22 Permanent Staff by Classification

<u>Classification</u>	<u>Authorized Positions 2019/2020</u>	<u>Authorized Positions 2020/2021</u>	<u>Proposed Positions 2021/2022</u>	<u>Amount of Change 20/21 - 21/22</u>
Administrative Aide	3	3	3	0
Administrative Student Intern	1	1	1	0
Assistant Administrative Analyst	1	1	1	0
Deputy Director	1	1	1	0
Executive Director	1	1	1	0
General Counsel <i>(pending approval)</i>	N/A	N/A	1	1
Hearing Examiner	1	1	1	0
Rent Program Services Analyst I/II	3	3	2	-1
Senior Rent Program Services Analyst <i>(pending approval)</i>	N/A	N/A	1	1
Staff Attorney	2	2	1	-1
Total	13	13	13	0

Proposed General Counsel Personnel Classification

The proposed Fiscal Year 2021-22 budget includes a new General Counsel personnel classification, which would require approval by the City Council for establishment. The General Counsel position includes tasks that reach beyond the scope of the Staff Attorney role and are critical to the agency’s ability to fulfill the purpose and mission of the Rent Ordinance. The General Counsel position is distinct from that of the Staff Attorney in that the General Counsel position serves as Chief Counsel and legal advisor to the Rent Board and Executive Director and directs the work of the Legal Unit, whereas the Staff Attorney role receives direction from the Executive Director and participates in, but does not direct, the legal work of the agency. Furthermore, the General Counsel position, as proposed, (1) manages and advises on all phases of Rent Board legal work, including any action and/or conduct that implicates legal consequences; (2) represents the Rent Board in all civil matters and is the lead counsel in any civil litigation; (3) manages, directs, plans, and organizes the Rent Program Legal Unit; and (4) participates in recommending and implementing policy changes.

The Rent Program agency currently employs two Staff Attorneys. It is proposed that one of the Staff Attorney positions be reclassified as the General Counsel, pending approval. This proposed change would not increase the overall number of full-time equivalents (FTEs) employed by the agency.

Proposed Senior Rent Program Services Analyst Personnel Classification

In addition to the General Counsel position, the proposed Fiscal Year 2021-22 budget includes a Senior Rent Program Services Analyst classification, which would require approval from both the Personnel Board and City Council for establishment. The Senior Rent Program Services Analyst role is envisioned as distinct from the Rent Program Services Analyst I/II classification in that the Senior Analyst role would be responsible for managing the agency's largest unit (a consolidated Public Information and Enrollment Unit) as well as providing recommendations and support to management staff in their development of the agency budget and programmatic policies and procedures.

Historically, the Deputy Director role has maintained oversight of the Public Information and Billing and Registration Units, in addition to assisting the Executive Director with management of the agency, monitoring agency finances, and preparing reports and policies for consideration by the Rent Board and City Council. In Fiscal Year 2020-21, one Staff Attorney position was employed as a mid-level manager, who reported to the Deputy Director and was responsible for supervising the Rent Program Services Analysts in their roles as housing counselors, as well as assisting with legal unit tasks.

As the agency matures and its operations grow more complex, it is recommended that the agency replace the managing Staff Attorney with a Senior Rent Program Services Analyst position to supervise and provide direction and support to the Analysts, Administrative Aides, and Student Interns in the consolidated Public Information and Enrollment Unit. In addition to providing opportunities for Analysts to advance within the agency, this new position would relieve the Staff Attorney of management duties, allowing them to fully staff the Legal Unit. In Fiscal Year 2021-22, it is recommended that one of the vacant Rent Program Services Analyst positions be reclassified as a Senior Rent Program Services Analyst position, pending classification approval by the Personnel Board and City Council. This proposed change would not increase the overall number of full-time equivalents (FTEs) employed by the agency.

Consolidation of Public Information and Billing and Registration Units

The organizational chart for Fiscal Year 2021-22 includes a "Public Information and Enrollment Unit" that replaces the existing Public Information and Billing and Registration Units. This new organizational structure is anticipated to be advantageous to the agency for the following reasons:

- **Improved compliance with enrollment, registration, and fee payment requirements**
In their conversations with community members, Rent Program Services Analysts (housing counselors) frequently discover units that are not in compliance with the Rent Program in terms of property enrollment, tenancy registration, and fee payment requirements. Coordination between housing counselors and staff who oversee enrollment, registration, and fee payment operations is important, and the new organizational structure will support closer communication and collaboration to ensure that there is follow up after a unit found to be noncompliant is identified.

- **Greater efficiency in serving members of the public**
Distinct units can create unnecessary silos. The Rent Program is a relatively small agency and will be better equipped to face surges in demand or unforeseen circumstances if all Public Information and Enrollment Unit staff have a foundational understanding of both the Rent Ordinance and its requirements, as well as internal policies and procedures regarding property enrollment, tenancy registration, and payment of the Rental Housing Fee. Under the previous organizational structure, staff members in the Billing and Registration Unit would not typically assist with preparation for community workshops, and staff in the Public Information Unit may not have been familiar enough with Billing and Registration processes to fully assist community members with a billing issue. The new proposed structure would provide greater flexibility and redundancy among staff roles.

- **Promotes collaboration on large outreach projects**
With 6.75 FTE, the new consolidated Public Information and Enrollment Unit will be the largest unit in the agency and better able to manage completion of large projects, such as mailing the Guide to Rent Control, rent validation reports, and Rental Housing Fee invoices to thousands of Landlords and Tenants. Mass-mailing projects also present opportunities to share information that community members may not otherwise seek out; for example, mailing of Rental Housing Fee invoices to all Landlords is an opportunity to share information about other aspects of the Rent Ordinance.

Progress Towards the Achievement of Fiscal Year 2020-21 Goals

As part of the Fiscal Year 2021-22 Rent Program budget development process, staff members identified a series of goals that the proposed budget would support. As was the case for the greater City of Richmond and nation as a whole, the Covid-19 pandemic forced a reconsideration of goals and objectives for the 2020-21 fiscal year. Table 1, on the following page, provides a status update on the goals established for the 2020-21 fiscal year and notes the impacts of the Covid-19 pandemic.

Table 1. Progress towards achievement of Fiscal Year 2020-21 goals

Fiscal Year 2020-21 Goal	Progress Towards Achievement
<p>Continue to invest resources in staff training, particularly for the Rent Program Services Analysts, to ensure staff members are knowledgeable on the requirements of the Rent Ordinance, Rent Board Regulations, and related State and Federal laws.</p>	<p>Complete. Rent Program Services Analysts received regular and ongoing support and training from the managing Staff Attorney on the Rent Ordinance and related laws and regulations. Senior staff members provided specific trainings on new regulations and processes as needed. Rent Program Services Analysts provided weekly informational sessions to support staff in the Public Information Unit to keep them apprised of changes to the law and current topics of relevance.</p>
<p>Continue to implement the mediation program to provide free formal and informal mediation services to Landlords and Tenants as a means of resolving disputes that have a reasonable nexus to the Rent Ordinance through the assistance of a trained mediator.</p>	<p>Nearly complete, but significantly impacted by the Covid-19 pandemic. With mediation guidelines and administrative procedures in place, staff members continue to assess the bandwidth of the Public Information Unit to determine how many mediations may be scheduled per month. The Covid-19 pandemic delayed the process of filling vacancies in the Public Information Unit and eliminated the possibility of in-person mediations. The Executive and Deputy Directors facilitated mediations as necessary but the mediation program has yet to be fully launched.</p>
<p>Continue to develop an online filing system for the submission of Property Enrollment and Tenancy Registration forms, as well as the filing of rent increase and termination of tenancy notices on the City’s e-trakit website.</p>	<p>Progress is ongoing. Online submission of forms and notices has yet to be fully launched; staff members anticipate systems will continue to be developed in the 2021-22 fiscal year.</p>
<p>Publicize the Guide to Rent Control in Richmond and develop one-page fact sheets on common topics such as Just Cause for Eviction, Owner Move-In evictions, the Ellis Act, and the Relocation Ordinance.</p>	<p>Nearly complete but significantly impacted by the Covid-19 pandemic. The Guide to Rent Control has been completed and is slated to be distributed to Landlords and Tenants concurrent with the mailing of Rent Validation Reports for Fully Covered Rental Units. Landlords and Tenants of partially-covered Rental Units are anticipated to receive the Guide to Rent Control as well, in the absence of a Rent Validation Report. Originally planned to be completed during the 2020-21 fiscal year, the distribution of such materials was significantly delayed by the transition to remote work necessitated by the Covid-19 pandemic. Staff members anticipate completion of this task during the 2021-22 fiscal year as the severity of the pandemic decreases and restrictions lessen.</p> <p>One-page fact sheets pertaining to Just Cause for Eviction, Owner Move-In evictions, the Ellis Act, and the Relocation Ordinance have been drafted and are in the process of being displayed on the Rent Program website.</p>

Fiscal Year 2020-21 Goal	Progress Towards Achievement
<p>Develop a Comprehensive Outreach Plan that includes, but is not limited to, continuing to bolster our social media presence, producing informational, infographic, and/or testimonial videos to highlight aspects of the Rent Ordinance and services provided by the Rent Program and expanding outreach efforts to local businesses, schools, non-profits, neighborhood councils, and other community stakeholders.</p>	<p>Progress is ongoing but was significantly impacted by the Covid-19 pandemic. During the 2019-20 fiscal year, the Executive Director, in partnership with Public Information Unit staff members, spearheaded an outreach strategy to conduct site visits and make connections with local businesses, churches, and community centers. While the initiative gained momentum in the preceding fiscal year, progress was severely stunted in Fiscal Year 2020-21 due to the risks of in-person contact during the Covid-19 pandemic. Instead, outreach was primarily conducted through the agency’s social media accounts, which proved to be an effective means of sharing information.</p>
<p>Launch Tenancy Registration Outreach by beginning to mail out Notices of the Maximum Allowable Rent (MAR) (sent to Landlords and Tenants when Tenancy Registration Forms are submitted), and create a database accessible to the public where community members can research the MAR for a particular Rental Unit.</p>	<p>Incomplete due to the limitations of remote work during the Covid-19 pandemic. More than half of all rent-controlled tenancies have been registered to date; however, thousands of forms still need to be entered into the database. Billing and Registration unit staff developed template forms and continue to work closely with the City’s IT department staff to ensure notices can be automatically generated and mailed to Landlords and Tenants to educate them about the Maximum Allowable Rent for their specific unit. Originally planned to be completed during the 2020-21 fiscal year, generating and mailing of such reports was significantly delayed by the transition to remote work necessitated by the Covid-19 pandemic. Staff members anticipate initiation of this task during the 2021-22 fiscal year as the severity of the pandemic decreases and restrictions lessen.</p>
<p>Continue to improve collection of the Rental Housing Fee (greater than 85% compliance) to build up the Rent Program’s reserves</p>	<p>On Track to Complete. As of period seven of the 2020-21 fiscal year, approximately 78% of revenue has been collected. Total Rental Housing Fee revenue is projected to approach 88% by the close of the fiscal year.</p>
<p>Continue to work collaboratively with other City departments to improve rental housing inspection options, seismic safety policy, enforcement of the Relocation Ordinance, and the collection of other City fees, such as the Business License Tax, Fire Prevention Services Fee, and Rental Inspection Program fee</p>	<p>Progress is ongoing. Rent Program staff continue to host monthly meetings with the Richmond Police Department, Code Enforcement, Richmond Housing Authority, and Community Development Department to foster open communication about issues pertaining to the Rent Ordinance. In addition to monthly meetings, staff members in the Public Information and Billing and Registration Unit are frequently in communication with the Finance and Community Development Departments to streamline operations and improve customer service provided to community members by facilitating information sharing and identifying opportunities for collaboration.</p>
<p>Implement more stringent exemption verification processes to require that claims of non-applicability or exemption are fully investigated and approved or denied by Rent Program staff (or the Rent Board, in the event of an appeal).</p>	<p>Complete. Rent Program staff drafted regulations adopted by the Rent Board to create processes through which claims of non-applicability or exemption are fully investigated and approved or denied by staff. Following adoption by the Board, staff members created the requisite forms and accompanying internal procedures. To date, the Rent Program has processed 65 claims of inapplicability or exemption.</p>

Proposed Fiscal Year 2021-22 Goals

The proposed Fiscal Year 2021-22 budget has been prepared for the Board's consideration in acknowledgement of the following goals in three broad categories: Program Development, Outreach, and Program Sustainability and Compliance.

PROGRAM DEVELOPMENT:

1. **Develop a training schedule for Rent Program Services Analysts (but accessible to all staff)**, to ensure housing counselors remain knowledgeable on the requirements of the Rent Ordinance and apprised of any changes to Rent Board Regulations and related State and Federal laws.
2. **Continue to implement the mediation program** to provide free formal and informal mediation services to Landlords and Tenants as a means of resolving disputes that have a reasonable nexus to the Rent Ordinance through the assistance of a trained mediator.
3. **Continue to develop an online filing system for the submission of Property Enrollment and Tenancy Registration forms**, as well as the filing of rent increase and termination of tenancy notices on the City's e-trakit website.

OUTREACH:

1. **Publish and distribute the Guide to Rent Control in Richmond and one-page fact sheets** on common topics such as Just Cause for Eviction, Owner Move-In evictions, the Ellis Act, and the Relocation Ordinance.
2. **Develop and Execute a Comprehensive Outreach Plan** that includes, but is not limited to, continuing to bolster our social media presence, producing informational, infographic, and/or testimonial videos to highlight aspects of the Rent Ordinance and services provided by the Rent Program and expanding outreach efforts to local businesses, schools, non-profits, neighborhood councils, and other community stakeholders.
3. **Launch Tenancy Registration Outreach** by beginning to mail out Notices of the Maximum Allowable Rent (MAR) (sent to Landlords and Tenants when Tenancy Registration Forms are submitted), and create a database accessible to the public where community members can research the MAR for a particular Rental Unit.

PROGRAM SUSTAINABILITY AND COMPLIANCE:

1. **Continue to improve collection of the Rental Housing Fee (greater than 90% compliance) through investing in effective compliance and outreach projects** to ensure that all Rental Units subject to the Rent Ordinance are assessed the Rental Housing Fee and all Landlords who should be paying the Rental Housing Fee receive an invoice and are made aware of their financial obligation to the Rent Program.

2. **Continue to work collaboratively with other City departments** to improve rental housing inspection options, seismic safety policy, enforcement of the Relocation Ordinance, the Richmond Rapid Response Fund (R3F) Rent Assistance Program for Displacement and Homelessness Prevention, and the collection of other City fees, such as the Business License Tax, Fire Prevention Services Fee, and Rental Inspection Program fee.

3. **Continue to implement the recommendations provided by Kevin Harper CPA and Associates**, including monitoring budgeted versus actual expenses and providing quarterly reports to the Rent Board, updating the Board's 10-year financial projection, and proposing budgetary policies for the Board's consideration.

II. PROPOSED FY 2021-22 BUDGET

The figure below contains the proposed Fiscal Year 2021-22 budget based on anticipated program needs. Detailed descriptions of the components within each line item are contained in the sections that follow.

BUDGET								
Object #	City Account Description	FY 18-19 ACTUALS	FY 19-20 ACTUALS	FY 20-21 ACTUALS THROUGH PERIOD 6	Projected to 6/30/21	FY 20-21 PROJECTED	FY 21-22 PROPOSED	Notes
REVENUES								
340445	Fees/Admin Fees	2,189,703	2,681,689	2,187,010	324,041	2,511,051	2,911,577	(1)
361701	Int & Invest/Pooled-All Other	367	11,537	9,640	4,820	14,460	14,460	
364867	Revenue from Collections		13,042	18,658	9,329	27,988	30,000	
	TOTAL REVENUES	2,190,070	2,706,268	2,215,308	338,190	2,553,498	2,956,037	
EXPENSES								
400001	Salaries & Wages/Executive	530,092	639,594	333,524	333,524	667,048	677,798	(2)
400002	Salaries & Wages/Mgmt-Local 21	294,152	263,080	82,674	102,956	185,630	284,628	(2)
400003	Salaries & Wages/Local 1021	128,866	150,317	95,266	94,992	190,258	169,860	(2)
400006	Salaries & Wages/PT-Temp	49,557	45,905	14,338	14,336	28,673	43,036	(2)
400031	Overtime/General	4,778	2,094	409	650	1,060	2,500	
400048	Other Pay/Bilingual Pay	6,993	9,064	4,937	4,086	9,024	11,377	
400049	Other Pay/Auto Allowance	4,200	4,200	2,100	2,100	4,200	4,200	
400050	Other Pay/Medical-In Lieu of	2,700	1,500	-	-	-	2,400	
400079	Comp Absences/WC-Prof-Mgt-Tec	1,486	5,328	-	-	-	-	
	Subtotal - Salaries & Wages	1,022,823	1,121,084	533,249	552,645	1,085,893	1,195,799	
400103	P-Roll Ben/Medicare Tax-ER Shr	14,937	16,389	7,781	7,279	15,060	15,992	(3)
400104	P-Roll Ben/PERS Benefits	-	-	-	-	-	-	
400105	P-Roll Ben/Health Insurance Be	146,557	136,575	63,625	68,508	132,132	140,309	
400106	P-Roll Ben/Dental Insurance	16,652	17,021	7,302	7,302	14,604	15,508	
400109	P-Roll Ben/Employee Assistance	430	473	218	218	437	464	
400110	P-Roll Ben/Professional Dev-Mg	3,728	5,200	159	956	1,116	3,750	
400111	P-Roll Ben/Vision	2,106	2,095	966	966	1,932	2,052	
400112	P-Roll Ben/Life Insurance	5,557	4,006	1,748	1,748	3,497	3,713	
400114	P-Roll Ben/Long Term Disabilit	9,408	10,100	4,743	4,746	9,489	10,076	
400116	P-Roll Ben/Unemployment Ins	1,860	5,100	2,660	2,736	5,396	5,730	
400117	P-Roll Ben/Personal/Prof Dev	750	1,493	1,500	-	1,500	5,250	
400118	P-Roll Ben/Worker Comp-Injury Appt	-	-	338	-	338	359	
400121	P-Roll Ben/Worker Comp-Clerica	13,806	12,154	8,435	9,684	18,119	19,240	
400122	P-Roll Ben/Worker Comp-Prof	69,352	60,744	37,319	37,350	74,669	79,290	
400127	P-Roll Ben/OPEB	39,338	43,623	21,437	-	21,437	22,763	
400130	P-Roll Ben/PARS Benefits	642	434	15	73	88	94	
400149	P-Roll Ben/Misc	123,021	140,616	70,857	71,944	142,801	151,638	
400151	P-Roll Ben/Misc (UAL)	162,985	235,683	126,812	128,763	255,574	271,391	
	Subtotal Fringe Benefits	611,127	691,706	355,916	342,272	698,188	747,618	
400201	Prof Svcs/Professional Svcs	32,112	38,241	4,980	4,980	9,960	18,350	(4)
400206	Prof Svcs/Legal Serv Cost	137,614	193,742	33,332	99,996	133,328	210,000	(5)
400220	Prof Svcs/Info Tech Services	2,375	-	-	-	-	-	
400241	Travel & Trng/Meal Allowance	359	-	-	-	-	-	
400242	Travel & Trng/Mileage	1,284	17	-	-	-	-	
400243	Travel & Trng/Conf, Mtng Trng	280	-	-	-	-	-	
400245	Travel & Trng/Tuition Rmb/Cert	800	800	-	800	800	800	(6)
400261	Dues & Pub/Memberships & Dues	824	1,590	-	1,650	1,650	1,650	(7)
400263	Dues & Pub/Subscription	1,500	-	-	-	-	-	
400271	Materials	1,559	2,106	537	537	1,074	5,675	(8)
400272	Ad & Promo/Community Events	1,563	1,722	-	-	-	-	
400280	Adm Exp/Program Supplies	5,292	1,600	584	584	1,168	3,950	(9)
	Subtotal Prof & Admin Services	185,563	239,819	39,433	108,547	147,980	240,425	
400231	Off Exp/Postage & Mailing	10,849	5,905	3,063	3,063	6,126	22,647	(10)
400232	Off Exp/Printing & Binding	12,071	3,295	1,815	1,815	3,630	25,807	(11)
400233	Off Exp/Copying & Duplicating	46	-	236	236	472	500	
400304	Rental Exp/Equipment Rental	8,721	4,532	985	6,000	6,985	8,000	(12)
400321	Misc Exp/Misc Contrib	3,000	-	-	3,000	3,000	3,000	(13)
400322	Misc Exp/Misc Exp	3,061	2,262	-	2,000	2,000	2,925	
400341	Off Supp/Office Supplies	8,721	6,024	1,254	1,254	2,508	6,795	
400344	Off Supp/Computer Supplies	18	783	-	-	-	-	
	Subtotal Other Operating	46,486	22,801	7,353	17,368	24,721	69,674	
400401	Utilities/Tel & Telegraph	254	414	229	229	458	500	
400552	Prov Fr Ins Loss/Ins Gen Liab	8,029	8,765	7,950	1,200	9,150	9,300	
400574	Cost Pool/(ISF)-Gen Liab	55,701	75,144	34,755	34,755	69,510	79,937	
400586	Cost Pool/(CAP)-Admin Charges	51,454	51,454	25,726	25,726	51,452	52,481	
400591	Cost Pool/(IND)Civic Ctr Alloc	52,420	47,026	25,143	25,143	50,286	50,286	
400601	Noncap Asst/Comp Hrdware<5K	-	6,526	-	-	-	10,800	(14)
400604	Noncap Asst/Furniture <5K	13,328	-	-	-	-	-	
	TOTAL EXPENSES	2,047,186	2,264,738	1,029,753	1,107,885	2,137,638	2,456,820	
	BUDGETED OPERATING RESERVE	560,985	424,794	N/A	N/A	420,821	442,228	(15)
	TOTAL BUDGET	2,804,925	2,923,584	N/A	N/A	2,896,242	2,899,048	

Budget Notes

- (1) Assumes a Fiscal Year 2021-22 Rental Housing Fee of \$219 for Fully Covered units and \$124 for Partially Covered units (the same as that adopted for Fiscal Year 2020-21)
- (2) See page 14 for detailed salary and wage assumptions
- (3) Fringe benefits are estimated at 62% of salaries and wages
- (4) Includes \$4,000 for a property information subscription, \$3,000 for a legal research subscription, \$6,000 for scheduled interpretation, \$5,100 for written translation, and \$250 for on-demand interpretation services.
- (5) Includes \$125,000 contract with the Eviction Defense Center to assist with Unlawful Detainer cases, \$75,000 for a contract with Bay Area Legal Aid for the weekly Housing Rights Clinics, and \$10,000 for legal filing fees in the event of litigation.
- (6) In accordance with City personnel policies, eligible employees may receive reimbursement of up to \$800 for higher education tuition.
- (7) Anticipated cost of Bar Association dues for three attorneys (\$550 per Attorney).
- (8) Budgeted amount includes funds to satisfy the requirement to publish notices in the newspaper for public hearings as part of the budget adoption process, social media promotions, and promotional materials.
- (9) Budgeted amount includes the cost of email accounts for Rent Boardmembers, business cards, videoconference/webinar accounts, and labor for refurbishing the mural on Ohio Street.
- (10) Budgeted amount reflects anticipated postage costs for Rental Housing Fee invoices, tenancy registration mailings, and the Guide to Rent Control.
- (11) Budgeted amount reflects anticipated printing costs for Rental Housing Fee invoices, tenancy registration mailings, and the Guide to Rent Control.
- (12) Lease of copy machines including a cost-per-copy amount. 36-month lease ends in 2022.
- (13) Stipends for 2 UC Berkeley Public Service Center interns, ranging from \$1,000 - \$1,500 per intern.
- (14) Budgeted amount assumes the purchase of nine laptop computer purchases at \$1,200 each.
- (15) Budgeted reserve is equal to 18 percent of total operating expenses consistent with the Rent Board's proposed reserve policy.

SALARIES AND WAGES	
400001 – 400006 Permanent Employees	Proposed Allocation: \$1,175,322

The allocation reflects salary-related costs for all filled positions and includes a cost-of-living adjustment (COLA) for all non-exempt staff as set forth in the collective bargaining agreements with the City’s employee unions. The Executive Director, Deputy Director, Hearing Examiner, and General Counsel positions are proposed to forgo cost-of-living adjustments in Fiscal Year 2021-22; however, continued deferment of COLAs for Executive Staff will likely result in a greater fiscal impact in the future (if multiple years of COLAs are applied at once.)

Position	Fiscal Year 2020-21 Salary	Fiscal Year 2021-22 Salary	Notes
Executive Director	\$153,336	\$153,336	
Hearing Examiner	\$145,380	\$145,380	
General Counsel (<i>pending Council approval; formerly Staff Attorney</i>)	\$145,380	\$145,380	Reclassify existing Staff Attorney position
Deputy Director	\$120,000	\$120,000	
Staff Attorney	\$108,288	\$113,702	5% increase
Subtotal Executive Staff	\$672,384	\$677,798	
Rent Program Services Analyst II	\$94,052	\$94,052	
Assistant Administrative Analyst	\$74,244	\$74,244	
Rent Program Services Analyst I	\$67,788	\$70,968	Anticipated to receive regular step increase
Senior Analyst (<i>pending Personnel Board and Council approval; budgeted amount reflects Senior Management Analyst salary schedule, Step III</i>)	\$67,788	\$47,208 <i>(reflects 50% annual salary)</i>	Reallocate from Rent Program Services Analyst and reclassify as Senior Analyst; hire in third quarter
Subtotal Local 21 Management Staff	\$302,028	\$284,628	
Administrative Aide	\$70,476	\$70,476	
Administrative Aide	\$64,320	\$32,160 <i>(reflects 50% annual salary)</i>	Current vacancy – budget at Step III; hire in third quarter
Administrative Aide	\$64,320	\$67,224	Anticipated to receive regular step increase
Subtotal SEIU 1021 Staff	\$199,116	\$169,860	
Administrative Student Intern	\$21,518	\$21,518	
Administrative Student Intern	\$21,518	\$21,518	
Subtotal Part Time/Temp Staff	\$43,036	\$43,036	
TOTAL SALARIES	\$1,216,564	\$1,175,322	

SALARIES AND WAGES	
400031 Overtime	Proposed Allocation: \$2,500

The allocation accounts for \$2,500 for the Public Information and Enrollment Unit for work that cannot be completed during regularly scheduled hours. Most overtime hours are anticipated to be incurred during billing and registration periods, when there is a high volume of inquiries and thousands of mailers to print and assemble. The proposed allocation also accounts for overtime hours utilized during weekend or evening outreach events.

SALARIES AND WAGES	
400048 Bilingual Pay	Proposed Allocation: \$11,377

The allocation accounts for the two percent (2%) salary premium granted to seven (7) bilingual staff members employed by the Rent Program. These staff members include:

- Staff Attorney (1 FTE)
- Hearing Examiner (1 FTE)
- Rent Program Services Analysts (2 FTE)
- Senior Rent Program Services Analyst (1 FTE)
- Administrative Aides (2 FTE)

SALARIES AND WAGES	
400049 Auto Allowance	Proposed Allocation: \$4,200

The allocation accounts for an automobile allowance for the Executive Director, in the amount of \$350 per month.

SALARIES AND WAGES	
400050 Medical In-Lieu Plan	Proposed Allocation: \$2,400

The allocation accounts for employees who opt not to use the City's medical insurance and are able to document to the City's satisfaction that they have group health insurance benefits through a spouse's plan or other source. In accordance with the collective bargaining agreements with the City's employee unions, employees meeting these criteria receive an extra \$200 per month.

BENEFITS	
400103 - 400151 Fringe Benefits	Proposed Allocation: \$747,618

The allocation accounts for benefits provided to full-time employees. Individual plan changes and/or actual rate changes during the fiscal year may affect the amount actually expended.

These benefits include:

- Health Benefits
 - Health Insurance (\$140,309)
 - Dental Insurance (\$15,508)
 - Vision Insurance (\$2,052)
 - Employee Assistance Program (\$464)
- Professional Development funds – 12 permanent employees are eligible for reimbursement of up to \$750 for eligible expenses (\$9,000)
- Medicare Taxes (\$15,992)
- Life Insurance (\$3,713)
- Long-Term Disability Insurance (\$10,076)
- Unemployment Insurance (\$5,730)
- Workers’ Comp Insurance
 - Appointments (\$359)
 - Clerical staff (\$19,240)
 - Professional staff (\$79,290)
- Other Post-Employment Benefits (OPEB) (\$22,763)¹
- Public Agency Retirement System (PARS) Benefits (\$94)
- Miscellaneous Benefits (\$423,029)²

¹ According to the California Department of Human Resources, through the collective bargaining process and under the authority of Government Code 22944.5, OPEB (Other Post-Employment Benefits) is the method by which the State of California, as the employer, and its employees jointly prefund health benefits that active employees will receive as state retirees. All employees in positions that are eligible for health benefits, whether or not currently enrolled, prefund OPEB. The state prefunds a matching contribution.

² Miscellaneous benefits refer to the employer portion of CalPERS pension costs for miscellaneous (non-sworn) staff. CalPERS costs are remitted in two parts—one being a percentage of payroll each pay period (object code 400149) and the other being a flat dollar amount per FTE for the unfunded liability (object code 400151). CalPERS provides an annual valuation reports that specifies these rates/dollar amounts.

PROFESSIONAL AND ADMINISTRATIVE SERVICES	
400201 Professional Services	Proposed Allocation: \$18,350

The allocation accounts for professional services provided by contractors. These services include:

- Translation Services
 - Written translation (\$5,100)
 - Scheduled verbal interpretation (\$6,000)
 - On-demand verbal interpretation (\$250)
- Property Information subscription (\$250 per month, plus \$1,000 annually for special reports, for a total of \$4,000)
- Legal Information subscription (\$250 per month, for a total of \$3,000)

PROFESSIONAL AND ADMINISTRATIVE SERVICES	
400206 Legal Services	Proposed Allocation: \$210,000

The allocation accounts for legal services provided by contractors for community members. More specifically, the allocation includes funds for two categories of legal services:

1. Community Services Agency Contracts
 - The Rent Program contracts with Bay Area Legal Aid in the amount of \$75,000 to offer weekly legal service clinics for both Landlords and Tenants who are Richmond residents
 - The Rent Program contracts with the Eviction Defense Center in the amount of \$125,000 to provide legal referrals to individuals who need assistance with responding to Unlawful Detainer (eviction) lawsuits.
2. Legal filing fees
 - The allocation also includes \$10,000 for anticipated legal filing fees in the event of litigation (estimates approximately \$5,000 per writ)

TRAVEL AND TRAINING	
400245 Tuition Reimbursement	Proposed Allocation: \$800

The allocation accounts for reimbursement for tuition reimbursement, consistent with the City's personnel policies (\$800).

DUES AND PUBLICATIONS	
400261 Memberships & Dues	Proposed Allocation: \$1,650

The allocation accounts for California BAR Association dues for three attorneys (\$550 per attorney).

ADVERTISING AND PROMOTION	
400271 Advertising & Promotional Materials	Proposed Allocation: \$5,675

The allocation accounts for newspaper announcements as required as part of the budget adoption process (\$200), monthly promotion on social media accounts (\$600), and promotional materials to be included with large mailing projects (\$4,875).

ADMINISTRATIVE EXPENSES	
400280 Program Supplies	Proposed Allocation: \$3,950

The allocation includes funds for supplies not classified as office supplies, including:

- Emails for Rent Boardmembers (\$100 per month, for a total cost of \$1,200)
- Business cards for staff members (\$50 per order, for an estimated 12 orders, for a total cost of \$600)
- Labor to refurbish the Rent Control and Just Cause for Eviction educational mural on Ohio Street (estimated 40 hours of labor at a cost of approximately \$15 per hour, for a total cost of \$600)
- Zoom Accounts
 - 5 Standard Accounts (\$750)
 - 2 Webinar Accounts (\$800)

OFFICE EXPENSES	
400231 Postage and Mailing	Proposed Allocation: \$25,547

The allocation includes funds for mailing invoices, letters, and the Guide to Rent Control to Tenants and Landlords. Specifically, the allocation accounts for the following projects and assumes a postage rate of \$0.29 per envelope for all projects, with the exception of the Guide to Rent Control mailing, which assumes a postage rate of \$0.50 per envelope:

- Rental Housing Fee invoices to 5,716 Landlords: \$1,658
- Late Rental Housing Fee invoices to 1,905 Landlords: \$553
- Sending the Notice of Apparent Lawful Rent Ceiling to 15,030 Tenants and Landlords: \$4,359
- Sending Rent Validation Reports to 15,030 Tenants and Landlords: \$4,359
- Mailing the Guide to Rent Control to 23,439 Tenants and Landlords: \$11,719

OFFICE EXPENSES	
400232 - 400233 Printing and Binding	Proposed Allocation: \$27,157

The allocation includes funds for printing resources for community members, as well as invoices, letters, and the Guide to Rent Control for Tenants and Landlords. Specifically, the allocation accounts for the following projects:

- General print materials: \$4,500 (includes \$500 in account string 400233)
- Rental Housing Fee invoices to 5,716 Landlords: \$286
- Late Rental Housing Fee invoices to 1,905 Landlords: \$95
- Sending the Notice of Apparent Lawful Rent Ceiling to 15,030 Tenants and Landlords: \$752
- Sending Rent Validation Reports to 15,030 Tenants and Landlords: \$752
- Mailing the Guide to Rent Control to 23,439 Tenants and Landlords: \$19,923

OFFICE EXPENSES	
400304 Equipment Rental	Proposed Allocation: \$8,000

The allocation provides for funding for the lease of combination printers, scanners, copiers, and fax machines at City Hall. In 2019, the Rent Program, in partnership with the Richmond Promise, Arts and Culture, and Department of Infrastructure, Maintenance, and Operations, entered into a 36-month lease for two machines for the second floor of 440 Civic Center Plaza building. The cost of the lease is shared equally among participating entities, while the cost-per-copy is charged to each entity. The cost to the Rent Program is approximately \$666 per month, which includes \$558 for the lease of two machines and approximately \$108 for cost-per-copy charges (\$0.0055 per page for black and white copies; \$0.048 for color.)

MISCELLANEOUS EXPENSES	
400321 - 400322 Miscellaneous Contributions and Expenses	Proposed Allocation: \$5,925

The allocation provides for the Rent Program to continue to partner with the UC Berkeley Public Service Center to retain two student interns for the 2020-21 academic year. The estimated cost is approximately \$1,500 per intern. The allocation also includes \$2,925 for miscellaneous expenses based on minor unforeseen program needs throughout the year.

OFFICE SUPPLIES	
400341 Office Supplies	Proposed Allocation: \$6,795

The Rent Program purchases office supplies through the City’s purchasing division which contracts with an office supply vendor. This allocation covers traditional office supplies necessary to maintain daily professional operations.

UTILITIES	
400401 Telephone	Proposed Allocation: \$500

The allocation covers the cost of the Executive Director’s work cell phone service. During the Covid-19 pandemic, the Executive Director’s cell phone has been utilized by program staff to handle incoming calls to the main Rent Program phone line.

SUPPLEMENTAL INSURANCE	
400552 General Liability Insurance	Proposed Allocation: \$9,300

The allocation covers the cost of a supplemental liability insurance policy (SLIP) for the Rent Program. More specifically, the policy accounts for Errors and Omissions and General Liability coverage.

COST POOL	
400574 – 400591 General Liability, Admin Charges, Space	Proposed Allocation: \$193,532

The allocation covers General Liability, Administrative Charges, and space at City Hall for the Rent Program. More specifically, the allocation accounts for the following:

- **General Liability and Workers’ Compensation** at a total cost of \$79,937
- **Administrative Charges** (*previously referred to as “Indirect Costs”*) are allocated to City Departments to reimburse the General Fund for administrative services performed by central service departments (e.g. Information Technology (IT), Human Resources, Finance Department, City Manager, City Attorney, City Clerk, and City Council.) Allocations are determined in the City’s Cost Allocation Plan (CAP) which is conducted by an external consultant on a periodic basis. Since the Rent Program was not included in the most recent Cost Allocation Plan since it was completed prior to 2017, the City Manager’s Office was used as the basis for the original figure. The City anticipates conducting a new CAP in the near future, and as such, the cost of these charges may increase or decrease depending on the consultant’s findings. The cost allocated in the budget is \$52,481.

- Civic Center Allocation** refers to the cost of space at 440 Civic Center Plaza. The cost of this space is based on the percentage of total occupied square footage at City Hall. This percentage is then applied to the total annual debt service. Based on the most recent assessment conducted in 2017, the Rent Program is presumed to occupy 0.9% of the total square footage at City Hall. Since the Rent Program’s square footage has increased each year since 2017, the budgeted allocation has increased accordingly. The City anticipates conducting a new assessment in the near future, and as such, the cost of these charges may increase or decrease depending on their findings. The cost allocated in the budget is \$50,286.

NONCAPITAL ASSETS	
400601 Computer Hardware	Proposed Allocation: \$10,800

The allocation covers the cost of purchasing nine laptops to ensure that all staff members have access to a laptop computer. The quoted price for each laptop is approximately \$1,200, for a total estimated cost of \$10,800.

III. EXPENSE AND REVENUE PROJECTIONS

Overview

In accordance with the Rent Ordinance, the Rent Program’s budget is funded by a Residential Rental Housing Fee, paid by all Richmond Landlords. Table 2, below, contains a summary of funds expended and collected for departmental operations since the Program’s establishment in 2017. Collection efforts for all assessed fees are ongoing. In 2019, the Rent Board entered into a contract with a collection services agency to recover unpaid fees. To date, the agency has collected approximately \$50,000 in outstanding fee revenue. This figure is expected to grow as collection efforts continue.

Table 2. Expense and Revenue Summary

FISCAL YEAR	BUDGETED AMOUNT	FUNDS EXPENDED	FEE REVENUE COLLECTED ³	COLLECTION RATE
2017-18 ⁴	FY 16-17 (partial): \$1,150,433	\$1,967,837	\$2,173,778 ⁵	61%
	FY 17-18: \$2,425,338			
2018-19	\$2,804,925	\$2,099,583	\$2,189,703	78%
2019-20	\$2,923,584	\$2,264,738	\$2,706,268	93%
2020-21	\$2,896,242	\$2,137,638 ⁶	\$2,553,498 ⁷	88% ⁸

Source: City of Richmond Rent Program, 2021 (reports generated using TrakIT and MUNIS software systems.)

10-Year Financial Projection

A ten-year financial projection of revenue, expenses, and reserves is contained in Appendix B of this report. The projected Rental Housing Fee collection rate for the 2020-21 fiscal year is approximately 88 percent, five percent less than that observed in Fiscal Year 2019-20. The decrease in the collection rate is primarily attributable to the challenges posed by the Covid-19 pandemic. Not only have many property owners experienced financial hardship as a result of the effects of the pandemic, but the Rent Program and City of Richmond’s ability to collect revenue has also been negatively impacted by the shift to remote work, which has significantly reduced staff time in the office and eliminated the possibility for property owners to pay the Rental Housing Fee in person at City Hall.

³ Includes revenue collected by the collections agency.

⁴ Includes the FY 2016-17 Rental Housing Fee (December 2016 – June 2017)

⁵ Includes revenue collected in FY 2017-18 for both the FY 2016-17 and FY 2017-18 fees.

⁶ Represents projected total expenses through the end of FY 2020-21.

⁷ Represents projected total revenues through the end of FY 2021-21, excluding interest.

⁸ Represents a collection rate based on projected expenses and revenues through the end of FY 2020-21.

IV. FISCAL YEAR 2021-22 RENTAL HOUSING FEE STUDY

Introduction and Background

Section 11.100.060(l)(1) of the Rent Ordinance provides all Landlords shall pay a Residential Rental Housing Fee to fund the Rent Program budget. The amount of the Rental Housing Fee is established annually by the Richmond Rent Board and approved by the City Council.

Under Section 50076 of the California Government Code, fees charged for any service or regulatory activity must not exceed the reasonable cost of providing the service. Those fees must be approved by the City Council, as the legislative body, in public session.

The fee study is designed to allow the Rent Program to recover costs of all budgeted operations, including, but not limited to:

- Personnel costs of staff, benefits, and overtime;
- Risk management and supplemental liability insurance;
- Charges allocated to City Departments to reimburse the General Fund for administrative services by central service departments (i.e. City Council, City Manager, City Attorney, City Clerk, Finance, HR, etc.);
- Information Technology (IT) expenses associated with a property and rent-tracking database and maintenance of computer hardware and software;
- Legal costs to support enforcement and defense of legal challenges to the Rent Ordinance;
- Costs of education and outreach, including the printing and distribution of print materials and hosting of community workshops and seminars;
- Contracts for translation and other professional services;
- Mileage and attendance at conferences and trainings; and,
- An operating reserve to fund unanticipated costs and variations in collection of the Rental Housing Fee.

Structure of the Rental Housing Fee

Consistent with direction from the Rent Board in 2017, its first year of existence, the Fiscal Year 2016-17 and FY 2017-18 Rental Housing Fees were established as “flat fees,” applicable to all units regardless of partial or full applicability under the Rent Ordinance. This approach was utilized during the first 1.5 years of program startup since the tasks and associated benefits of the agency’s startup were reasonably shared among Rental Units regardless of status.

For the 2018-19 Fiscal Year, the Rent Board adopted a tiered fee, much like that contemplated in the [2017 Fee Study](#) prepared by Management Partners. Under this approach, costs of program administration are allocated among three components or layers: a general “program” layer (calculated at 55% of costs), a “just cause” layer (20% of total

costs), and a “rent control” layer (25% of costs).⁹ Such allocations correspond with the amount of resources spent administering each component of the program. Staff members recommend the Board continue to utilize a tiered-fee approach in its determination of the Fiscal Year 2021-22 Rental Housing Fee to ensure the requirements of Section 50076 of the California Government Code are met. The figure on the following page illustrates this concept and identifies key example tasks associated with each program component. This list is not exhaustive; the tasks below are identified for illustrative purposes only.

Figure 2. Fee Layers and Associated Tasks

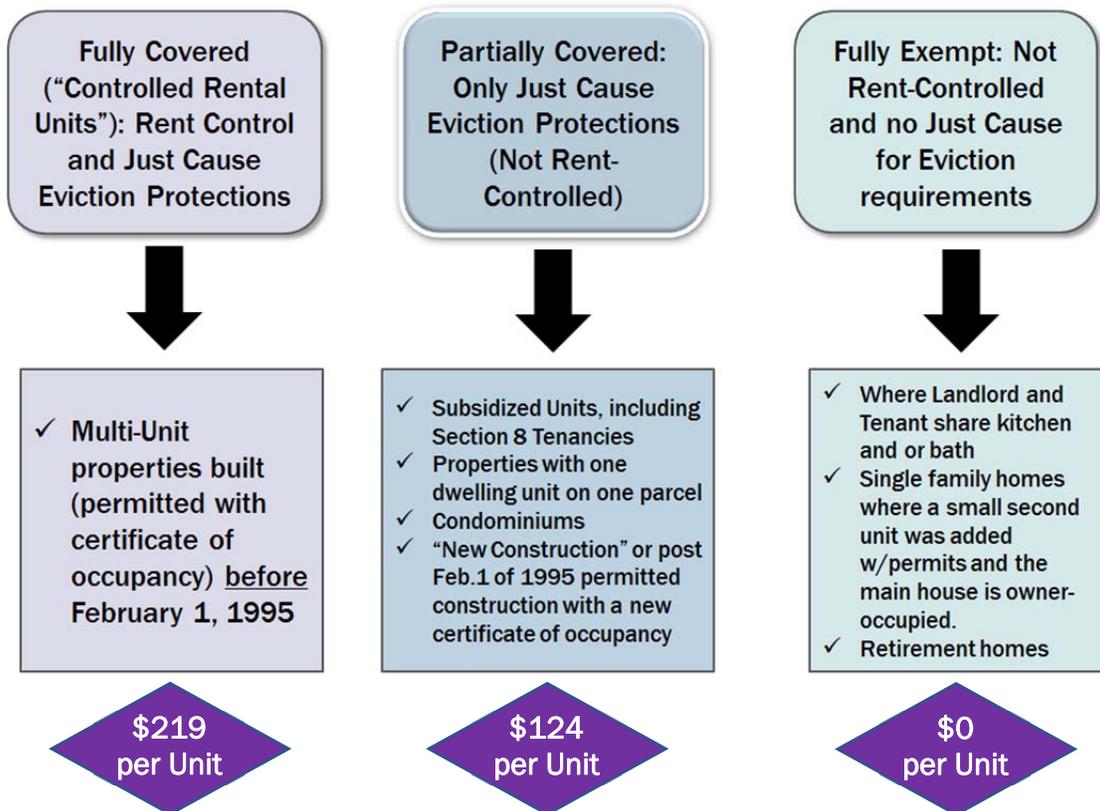


The amount of the Rental Housing Fee applicable to a particular Rental Unit depends on its status. Units applicable to the Just Cause for Eviction requirements, but exempt from the Rent Control provisions of the Ordinance (such as properties with only one dwelling unit on the parcel, governmentally-subsidized units, condominiums, and permitted units built after February 1, 1995), are responsible for payment of Program and Just Cause for Eviction layers. Units subject to the Just Cause for Eviction and Rent Control provisions of the Rent Ordinance would be responsible for payment of all three layers. Units that are fully exempt

⁹ With the exception of legal services, which are allocated 10% to the Program Layer, 70% to the Just Cause for Eviction Layer, and 20% to the Rent Control Layer.

from the Rent Ordinance are not responsible for payment of the Rental Housing Fee. Figure 3, below, identifies the types of units within each of these categories and the proposed fee.

Figure 3. Proposed Fees Applicable to Fully Covered, Partially Covered, and Fully Exempt Rental Units



Applicable Unit Counts and Database Development

The number of applicable Rental Units within each category is a critical input in the calculation of the Rental Housing Fees for partially and Fully Covered units. The Fiscal Year 2016-17 and 2017-18 Fee Study utilized data provided by the Contra Costa County Assessor’s Office to identify suspected Rental Units. While County Assessor data may be used to arrive at an estimated number of total Rental Units, it cannot produce an exact figure. Nevertheless, County Assessor data was the best and most readily available data at the time of the Fiscal Year 2016-17 and 2017-18 Fee Study.

Since the first iteration of the Rental Housing Fee Study in Fiscal Year 2017-18, staff have continued to refine the database of Rental Units in the City of Richmond, most notably through the completion of an exemption verification project of single family homes in the City to accurately identify units that are truly rented. This project involved mailing an introductory letter and policy information to all single family homes and condominiums possessing one of the following characteristics in the County Assessor database:

- (1) No Homeowner’s Tax Exemption was claimed
- (2) The site address of the property did not match the owner on record’s mailing address

Approximately 15,500 properties met the above criteria. To confirm applicability under the Rent Ordinance, Rent Program staff members mailed information about the requirements of the Rent Ordinance to all the owners of properties that met the criteria above. Owners of properties in the City of Richmond that did not contain any Rental Units (for example, owners of condominiums that are owner-occupied) were required to complete and submit a Declaration of Owner Occupancy and/or Exemption form and submit documentation to allow staff members to approve the exemption. Rent Program staff members received and processed approximately 1,700 Declaration of Owner Occupation and/or Exemption forms.

Additional sources of data, including the identification of Rental Units not identified in the previous fee study, include:

- Rental Units enrolled in the Rent Program online at www.richmondrent.org/enroll
- Rental Units identified by the Rental Inspection Program
- Rental Units participating in the Section 8 Housing Choice Voucher Program
- Rental Units with an active business license
- Rental Units in subsidized housing developments, such as those built with Low Income Housing Tax Credits (LIHTC), based on the [inventory of deed-restricted affordable housing](#) prepared by Rent Program staff members in 2017
- Unknown Rental Units identified through Tenant inquiries and other sources to the Rent Program

Since the adoption of last year's Rental Housing Fee, staff members have continued to refine the database of Rental Units through processing of Property Enrollment and Owner Declaration forms. These processes have further unveiled suspected Rental Units that are not truly rented, decreasing the total number of applicable Rental Units among which the Rent Program budget is divided to calculate the Rental Housing Fee. For example, the processing of Property Enrollment forms has unearthed many multifamily properties where an owner may occupy one unit. In such case, the status of a unit would be changed from "Compliant" or "Noncompliant" [Partially or Fully-Covered Rental Unit] to "Owner Occupied." The table on the following page summarizes these changes as of February 2021. In total, records indicate that the Rent Program is aware of 17,723 Rental Units applicable to the Rent Ordinance.

According to the 2019 American Community Survey (Table DP04), the number of renter-occupied housing units in Richmond is reported as 20,467 units, with a margin of error of 1,767. The American Community Survey is a sample, not a complete count, which is why the margin of error is reported. This means that there is estimated to be between 18,700 and 22,234 renter-occupied housing units in Richmond. **This data suggests that there could be at least one thousand Rental Units absent from the Rent Program's database.** Rent Program staff are committed to dedicating resources to compliance and outreach projects to ensure that all Rental Units subject to the Rent Ordinance are assessed the Rental Housing Fee and all Landlords who should be paying the Rental Housing Fee receive an invoice and are made aware of their financial obligation to the Rent Program.

Table 3. Unit Status Counts, 2019 – 2021

NOTE: These numbers are in the process of being verified and all figures are subject to change.

STATUS	2019 TOTAL	2020 TOTAL	2021 TOTAL	CHANGE BETWEEN 2020 AND 2021
SUSPECTED FULLY COVERED RENTAL UNITS	175	8	31	+23
FULLY COVERED RENTAL UNITS	7,627	7,425	7,484	+59
SUBTOTAL – FULLY COVERED UNITS	7,802	7,433	7,515	+82
SUSPECTED PARTIALLY COVERED RENTAL UNITS (EXCLUDING GOV SUBSIDIZED RENTAL UNITS)	54	120	203	+83
PARTIALLY COVERED RENTAL UNITS (EXCLUDING GOV SUBSIDIZED RENTAL UNITS)	7,192	5,568	5,497	-71
SUBTOTAL – PARTIALLY COVERED UNITS (EXCLUDING GOV SUBSIDIZED RENTAL UNITS)	7,246	5,688	5,700	+12
SUBTOTAL - GOVERNMENTALLY SUBSIDIZED RENTAL UNITS	4,211	4,512¹⁰	4,508¹⁰	-4¹¹
TOTAL APPLICABLE UNITS	19,259	17,633	17,723	+90
OWNER OCCUPIED	4,614	5,463	5,625	+162
RENT FREE	159	250	259	+9
NOT AVAILABLE FOR RENT	170	317	315	-2
NOT APPLICABLE ¹²	527	682	805	+123
TOTAL NON-APPLICABLE OR CONDITIONALLY EXEMPT UNITS	5,470	6,712	7,004	+292

¹⁰ This figure includes 271 units at the Terraces, an affordable housing development originally anticipated to be available for rent during FY 2021-21, but is now anticipated to be available for rent during FY 2021-22.

¹¹ Represents four units occupied by resident managers or that are otherwise unavailable for rent.

¹² Includes Statuses “Exempt,” “APN not on file,” “Outside City Boundaries,” “Ineligible,” “Vacant Lot,” “Under Review,” and “Non-Applicable”

Rental Housing Fees Associated with Proposed FY 2021-22 Budget

Table 4, below, present the fees corresponding to the proposed Fiscal Year 2021-22 budget:

Table 4. Fiscal Year 2021-22 Proposed Budget and Rental Housing Fees

UNIT COUNTS		PROPOSED FY 2021-22	CHANGE FROM FY 2020-21
TOTAL BUDGET: ¹³		\$2,899,048	+\$2,806 (0.1%)
FULLY COVERED UNITS ¹⁴	7,515	\$219	\$0
PARTIALLY COVERED UNITS (INCLUDING SUBSIDIZED UNITS) ¹⁵	10,208	\$124	\$0
TOTAL REVENUE ¹⁶ :		\$2,956,037	+\$346,262 (2.0%)

Comparison to Previously Adopted Rental Housing Fee and Peer Jurisdictions

On June 16, 2020, the Richmond City Council adopted [Resolution 65-20](#), approving the Fiscal Year 2020-21 Residential Rental Housing Fee in the City’s master fee schedule of \$219 per Controlled Rental Unit and \$124 per Partially Covered Rental Unit. Table 5, below, contains a historical comparison of the Residential Rental Housing Fees charged in previous years.

Table 5. Comparison of Proposed FY 2021-22 Rental Housing Fee to Prior Year Fees

FISCAL YEAR	FULLY COVERED RENTAL UNITS	PARTIALLY COVERED RENTAL UNITS	GOVERNMENTALLY SUBSIDIZED RENTAL UNITS
2017-18	\$145	\$145	\$145
2018-19	\$207	\$100	\$50
2019-20	\$212	\$112	\$112
2020-21	\$219	\$124	\$124
2021-22 (Proposed)	\$219	\$124	\$124

Table 6 on the following page compares the proposed Rental Housing Fee to fees in other jurisdictions with rent programs in the state of California. This table calculates a per unit cost of administration, revealing that of California’s actively enforced programs, Richmond’s

¹³ Total expenditures include a budgeted reserve equal to 14 percent of proposed expenses.

¹⁴ Includes suspected Fully Covered Rental Units

¹⁵ Includes suspected Partially Covered Rental Units

¹⁶ Fees rounded to the nearest full dollar; includes revenue from collections agency and interest

per unit cost is the lowest. Yet while Richmond’s proposed fees are lower than those charged in peer jurisdictions with actively enforced rent programs, it is important to consider that Richmond’s median rental rates are also less than those in peer rent control jurisdictions.

Table 6: Comparison of Program Budgets, Unit Counts, Fees, and Median Rents in Case Study Cities

JURISDICTION	2020-21 PROGRAM BUDGET	APPLICABLE RENTAL UNITS	RENTAL HOUSING FEES (PER UNIT)	2019 MEDIAN GROSS RENT ¹⁷	PORTION OF FEE PASSED THROUGH TO TENANTS
ACTIVELY ENFORCED RENT PROGRAMS					
BERKELEY	\$5,531,209	19,093	\$250	\$3,114	50%; City may reimburse low-income Tenants ¹⁸
EAST PALO ALTO	\$407,235	2,325	\$222	\$3,364	50%
OAKLAND	\$9,558,304	65,000	\$101	\$2,926	50%
RICHMOND	\$2,949,850 (proposed for FY 2020-21)	7,515 Fully Covered Units; 10,208 Partially Covered Units	\$219 per Fully Covered Unit; \$124 per Partially Covered Unit (proposed for FY 2020-21)	\$2,718	None
SANTA MONICA	\$5,287,331	27,542	\$198	\$4,163	50%
COMPLAINT-DRIVEN RENT PROGRAMS					
LOS ANGELES	\$8,817,312	631,000	\$90 per Fully Covered Unit; \$30 per Partially Covered Unit	\$2,822	50%
WEST HOLLYWOOD	\$2,254,000	16,805	\$144 ¹⁹	\$3,395	50% (excludes Section 8 Tenants)
ALAMEDA	\$1,720,227	12,795 Fully Regulated Units; 2,133 Partially Regulated Units	\$132 per Fully Regulated Unit; \$84 per Partially Regulated Unit; \$0 for Subsidized Units	\$3,316	50%
SAN FRANCISCO	\$9,381,302	173,000	\$50 per apartment unit; \$25 per residential hotel room	\$4,224	50%

Source: City of Richmond Rent Program, 2021

¹⁷ Source: Zillow Rent Index (ZRI): A smoothed measure of the typical estimated market rent across a given region and housing type. ZRI, which is a dollar-denominated alternative to repeat-rent indices, is the mean of rent estimates that fall into the 40th to 60th percentile range for all homes and apartments in a given region, including those not currently listed for rent.

¹⁸ Pass-through only applies to tenancies that began prior to January 1, 1999.

¹⁹ West Hollywood’s Rent Program receives support from the City’s General Fund, and the \$144 fee allows the program to recover 65% of total costs. The program would need to collect \$221 per unit to recover 100% of costs.

Conclusion and Recommended Actions

The proposed 2021-22 budget will support the overarching goal of the Rent Program; that is, to continue to develop as an actively enforced program that equips community members with an understanding of their rights and responsibilities under the Rent Ordinance. The Fiscal Year 2021-22 Fee Study will allow the agency to recover costs of all budgeted operations and does not necessitate changing the amount of the Rental Housing Fee.

The recommendations put forth by staff for consideration by the Rent Board are as follows:

- Adopt the proposed Fiscal Year 2021-22 Budget to provide the support necessary for continued development of all Rent Program operations;
- Receive and approve the Fiscal Year 2021-22 Rental Housing Fee Study; and
- Direct staff to prepare a resolution, consistent with the Rent Board's approved Fee Study and Budget, recommending to the City Council adoption of a two-tier fee structure for Fiscal Year 2021-22 of \$219 for Fully Covered Rental Units and \$124 for Partially Covered Rental Units.

V. UNIT DESCRIPTIONS

Management Unit (2.25 FTE)

The Management Unit, comprised of the Executive Director, Deputy Director, and Assistant Administrative Analyst (0.25 FTE), is responsible for guiding the development of the Rent Program agency and managing day-to-day operations. The Management Unit also conducts policy research to support the agency and Rent Board, which includes conducting surveys and studies to help guide administrative improvements and the formation of sound public policy. The Management Unit oversees all personnel-related issues (hiring, training, discipline in conformance with MOU's, etc.) Other duties include providing staff support to the Rent Board, including but not limited to the preparation of agendas, minutes and documents for all Rent Board meetings. Central to the Management Unit's duties are preparation, monitoring and reporting of the annual Rent Program budget. The Management Unit also publishes the Rent Program Annual Report, required by the Rent Ordinance.

Legal Unit (2.25 FTE)

The Legal Unit includes Staff Attorneys (2 FTE) and an Assistant Administrative Analyst (0.25 FTE). The duties of the Legal Unit include representing the Board in litigation, advising the Director and the Rent Board on legal matters (this may include the preparation of Confidential Legal Memoranda and ensuring compliance with Brown Act requirements, reviewing and opining on decisions on appeal, coordinating responses to public records act requests, training Rent Program Services Analysts, supervising investigations and lawsuits for non-compliance, reviewing contracts, and responding to legal challenges to the Ordinance and applicable regulations. Staff members in the Legal Unit are also responsible for drafting regulations for consideration by the Rent Board and establishing processes to monitor rent increase and termination notices in accordance with the requirements of the Rent Ordinance.

Public Information and Enrollment Unit (6.75 FTE)

The Public Information and Enrollment Unit, comprised of a proposed Senior Rent Program Services Analyst, Administrative Aides (3 FTE), Rent Program Services Analysts (2 FTE) and Administrative Student Intern (0.75 FTE), is responsible for educating community members about Landlord and Tenant rights and responsibilities under the Rent Ordinance, as well as related State and Federal laws. This includes maintenance of the agency's property enrollment and tenancy registration database. The enrollment and tenancy registration database is an essential tool used to generate accurate Rental Housing Fee invoices, track the Maximum Allowable Rent for Controlled Rental Units, and manage contact and case information for all Rental Units in the City of Richmond. Public Information and Enrollment Unit staff members are responsible for planning and executing the annual billing cycle of the Rental Housing Fee and managing the collection of revenue, including late fees. Community education is provided in the form of one-on-one counseling, facilitating mediation sessions, drafting print materials such as the Guide to Rent Control, and providing direct referrals to community legal services agencies. Staff members in this unit also plan, prepare, and conduct monthly community educational workshops for Landlords and Tenants, maintain the agency's social media accounts, and assist Landlords and Tenants with the filing of Rent Adjustment Petitions.

Hearings Unit (1.75 FTE)

The Hearings Unit consists of a Hearing Examiner, who is supported by an Assistant Administrative Analyst (0.5 FTE) and an Administrative Student Intern (0.25 FTE). The main functions of the Hearings Unit include administering the petition process, conducting hearings and issuing decisions, conducting settlement conferences, acting as a back-up resource on interpretation of the Rent Ordinance and regulations, assisting with drafting public information documents such as the Guide to Rent Control and other print and online materials and maintaining all forms required for administration of the Rent Adjustment Petition process. Staff members in the Hearings Unit also assist with special projects, such as working with City staff to develop rent registration/tracking software to adjust rents in the Maximum Allowable Rent database.

VI. APPENDICES

Appendix A: Proposed FY 2021-22 Budget and Fee Study Calculations

Appendix B: Ten-year Financial Projection

PROPOSED FY 2021-2022 RENT PROGRAM BUDGET AND FEE STUDY														
FEE STUDY														
	UNIT TYPE	# UNITS	Proposed Fee	Revenue						Program Fee		Just Cause Fee	Rent Control Fee	
	Fully Covered Units	7,515	\$ 219	\$ 1,645,785						\$ 84.63		\$ 38.64	\$ 95.04	
	Partially Covered Units	10,208	\$ 124	\$ 1,265,792										
				\$ 2,911,577										
BUDGET														
Object #	City Account Description	FY 18-19 ACTUALS	FY 19-20 ACTUALS	FY 20-21 ACTUALS THROUGH PERIOD 6	Projected to 6/30/21	FY 20-21 PROJECTED	FY 21-22 PROPOSED	Notes	Program Allocation (%)	Program Allocation (\$)	Just Cause Allocation (%)	Just Cause Allocation (\$)	Rent Control Allocation (%)	Rent Control Allocation (\$)
REVENUES														
340445	Fees/Admin Fees	2,189,703	2,681,689	2,187,010	324,041	2,511,051	2,911,577	(1)						
361701	Int & Invest/Pooled-All Other	367	11,537	9,640	4,820	14,460	14,460							
364867	Revenue from Collections		13,042	18,658	9,329	27,988	30,000							
	TOTAL REVENUES	2,190,070	2,706,268	2,215,308	338,190	2,553,498	2,956,037							
EXPENSES														
400001	Salaries & Wages/Executive	530,092	639,594	333,524	333,524	667,048	677,798	(2)	55%	372,789	20%	135,560	25%	169,450
400002	Salaries & Wages/Mgmt-Local 21	294,152	263,080	82,674	102,956	185,630	284,628	(2)	55%	156,545	20%	56,926	25%	71,157
400003	Salaries & Wages/Local 1021	128,866	150,317	95,266	94,992	190,258	169,860	(2)	55%	93,423	20%	33,972	25%	42,465
400006	Salaries & Wages/PT-Temp	49,557	45,905	14,338	14,336	28,673	43,036	(2)	55%	23,670	20%	8,607	25%	10,759
400031	Overtime/General	4,778	2,094	409	650	1,060	2,500		55%	1,375	20%	500	25%	625
400048	Other Pay/Bilingual Pay	6,993	9,064	4,937	4,086	9,024	11,377		55%	6,257	20%	2,275	25%	2,844
400049	Other Pay/Auto Allowance	4,200	4,200	2,100	2,100	4,200	4,200		55%	2,310	20%	840	25%	1,050
400050	Other Pay/Medical-In Lieu of	2,700	1,500	-	-	-	2,400		55%	1,320	20%	480	25%	600
400079	Comp Absences/WC-Prof-Mgt-Tec	1,486	5,328	-	-	-	-							
	Subtotal - Salaries & Wages	1,022,823	1,121,084	533,249	552,645	1,085,893	1,195,799			657,690		239,160		298,950
400103	P-Roll Ben/Medicare Tax-ER Shr	14,937	16,389	7,781	7,279	15,060	15,992	(3)	55%	8,795	20%	3,198	25%	3,998
400104	P-Roll Ben/PERS Benefits	-	-	-	-	-	-		55%	-	20%	-	25%	-
400105	P-Roll Ben/Health Insurance Be	146,557	136,575	63,625	68,508	132,132	140,309		55%	77,170	20%	28,062	25%	35,077
400106	P-Roll Ben/Dental Insurance	16,652	17,021	7,302	7,302	14,604	15,508		55%	8,529	20%	3,102	25%	3,877
400109	P-Roll Ben/Employee Assistance	430	473	218	218	437	464		55%	255	20%	93	25%	116
400110	P-Roll Ben/Professional Dev-Mg	3,728	5,200	159	956	1,116	3,750		55%	2,063	20%	750	25%	938
400111	P-Roll Ben/Vision	2,106	2,095	966	966	1,932	2,052		55%	1,128	20%	410	25%	513
400112	P-Roll Ben/Life Insurance	5,557	4,006	1,748	1,748	3,497	3,713		55%	2,042	20%	743	25%	928
400114	P-Roll Ben/Long Term Disabilit	9,408	10,100	4,743	4,746	9,489	10,076		55%	5,542	20%	2,015	25%	2,519
400116	P-Roll Ben/Unemployment Ins	1,860	5,100	2,660	2,736	5,396	5,730		55%	3,151	20%	1,146	25%	1,432
400117	P-Roll Ben/Personal/Prof Dev	750	1,493	1,500	-	1,500	5,250		55%	2,888	20%	1,050	25%	1,313
400118	P-Roll Ben/Worker Comp-Injury Appt	-	-	338	-	338	359		55%	197	20%	-	25%	90
400121	P-Roll Ben/Worker Comp-Clerica	13,806	12,154	8,435	9,684	18,119	19,240		55%	10,582	20%	3,848	25%	4,810
400122	P-Roll Ben/Worker Comp-Prof	69,352	60,744	37,319	37,350	74,669	79,290		55%	43,609	20%	15,858	25%	19,822
400127	P-Roll Ben/OPEB	39,338	43,623	21,437	-	21,437	22,763		55%	12,520	20%	4,553	25%	5,691
400130	P-Roll Ben/PARS Benefits	642	434	15	73	88	94		55%	52	20%	19	25%	23
400149	P-Roll Ben/Misc	123,021	140,616	70,857	71,944	142,801	151,638		55%	83,401	20%	30,328	25%	37,910
400151	P-Roll Ben/Misc (UAL)	162,985	235,683	126,812	128,763	255,574	271,391		55%	149,265	20%	54,278	25%	67,848
	Subtotal Fringe Benefits	611,127	691,706	355,916	342,272	698,188	747,618			411,190	4	149,452	5	186,905
400201	Prof Svcs/Professional Svcs	32,112	38,241	4,980	4,980	9,960	18,350	(4)	55%	10,093	20%	3,670	25%	4,588
400206	Prof Svcs/Legal Serv Cost	137,614	193,742	33,332	99,996	133,328	210,000	(5)	10%	21,000	70%	147,000	20%	42,000
400220	Prof Svcs/Info Tech Services	2,375	-	-	-	-	-		55%	-	20%	-	25%	-
400241	Travel & Trng/Meal Allowance	359	-	-	-	-	-		55%	-	20%	-	25%	-
400242	Travel & Trng/Mileage	1,284	17	-	-	-	-		55%	-	20%	-	25%	-
400243	Travel & Trng/Conf, Mtng Trng	280	-	-	-	-	-		55%	-	20%	-	25%	-
400245	Travel & Trng/Tuition Rmb/Cert	800	800	800	800	800	800	(6)	55%	440	20%	160	25%	200
400261	Dues & Pub/Memberships & Dues	824	1,590	-	1,650	1,650	1,650	(7)	55%	908	20%	330	25%	413
400263	Dues & Pub/Subscription	1,500	-	-	-	-	-		55%	-	20%	-	25%	-
400271	Ad & Promo/Advertising & Promo Materials	1,559	2,106	537	537	1,074	5,675	(8)	55%	3,121	20%	1,135	25%	1,419
400272	Ad & Promo/Community Events	1,563	1,722	-	-	-	-		55%	-	20%	-	25%	-
400280	Adm Exp/Program Supplies	5,292	1,600	584	584	1,168	3,950	(9)	55%	2,173	20%	790	25%	988
	Subtotal Prof & Admin Services	185,563	239,819	39,433	108,547	147,980	240,425			37,734	3	153,085	3	49,606
400231	Off Exp/Postage & Mailing	10,849	5,905	3,063	3,063	6,126	22,647	(10)	55%	12,456	20%	4,529	25%	5,662
400232	Off Exp/Printing & Binding	12,071	3,295	1,815	1,815	3,630	25,807	(11)	55%	14,194	20%	5,161	25%	6,452
400233	Off Exp/Copying & Duplicating	46	-	236	236	472	500		55%	275	20%	100	25%	125
400304	Rental Exp/Equipment Rental	8,721	4,532	985	6,000	6,985	8,000	(12)	55%	4,400	20%	1,600	25%	2,000
400321	Misc Exp/Misc Contrib	3,000	-	-	3,000	3,000	3,000	(13)	55%	1,650	20%	600	25%	750
400322	Misc Exp/Misc Exp	3,061	2,262	-	2,000	2,000	2,925		55%	1,609	20%	585	25%	731
400341	Off Supp/Office Supplies	8,721	6,024	1,254	1,254	2,508	6,795		55%	3,737	20%	1,359	25%	1,699
400344	Off Supp/Computer Supplies	18	783	-	-	-	-		55%	-	20%	-	25%	-
	Subtotal Other Operating	46,486	22,801	7,353	17,368	24,721	69,674			38,321	2	13,935	2	17,419
400401	Utilities/Tel & Telegraph	254	414	229	229	458	500		55%	275	20%	100	25%	125
400552	Prov Fr Ins Loss/Ins Gen Liab	8,029	8,765	7,950	1,200	9,150	9,300		55%	5,115	20%	1,860	25%	2,325
400574	Cost Pool/(ISF)-Gen Liab	55,701	75,144	34,755	34,755	69,510	79,937		55%	43,965	20%	15,987	25%	19,984
400586	Cost Pool/(CAP)-Admin Charges	51,454	51,454	25,726	25,726	51,452	52,481		55%	28,865	20%	10,496	25%	13,120
400591	Cost Pool/(IND)Civic Ctr Alloc	52,420	47,026	25,143	25,143	50,286	50,286		55%	27,657	20%	10,057	25%	12,572
400601	Noncap Asst/Comp Hrdware<5K	-	6,526	-	-	-	10,800	(14)	55%	5,940	20%	2,160	25%	2,700
400604	Noncap Asst/Furniture <5K	13,328	-	-	-	-	-		55%	-	20%	-	25%	-
	TOTAL EXPENSES	2,047,186	2,264,738	1,029,753	1,107,885	2,137,638	2,456,820			1,256,751	10	596,292	11	603,705
	OPERATING RESERVE	560,985	424,794	N/A	N/A	420,821	442,228	(15)	55%	243,225	20%	88,446	25%	110,557
	TOTAL BUDGET	2,804,925	2,923,584	N/A	N/A	2,896,242	2,899,048			1,499,976		684,738		714,262
	NET OPERATING SURPLUS/(DEFICIT)	142,884	441,530	1,185,555	(769,695)	415,860	499,217							

Notes:

- (1) Assumes a Fiscal Year 2021-22 Rental Housing Fee of \$219 for Fully Covered unit and \$124 for Partially Covered units (the same as that adopted for Fiscal Year 2020-21)
- (2) See page 14 of the budget and fee study report for detailed salary and wage assumptions
- (3) Fringe benefits are estimated at 62% of salaries and wages
- (4) Includes \$4,000 for a property information subscription, \$3,000 for a legal research subscription, \$6,000 for scheduled interpretation, \$5,100 for written translation, and \$250 for on-demand interpretation services.
- (5) Includes \$125,000 contract with the Eviction Defense Center to assist with Unlawful Detainer cases, \$75,000 for a contract with Bay Area Legal Aid for the weekly Housing Rights Clinics, and \$10,000 for legal filing fees in the event of litigation.
- (6) In accordance with City personnel policies, eligible employees may receive reimbursement of up to \$800 for higher education tuition.
- (7) Anticipated cost of Bar Association dues for three attorneys (\$550 per Attorney).
- (8) Budgeted amount includes funds to satisfy the requirement to publish notices in the newspaper for public hearings as part of the budget adoption process, social media promotions, and promotional materials.
- (9) Budgeted amount includes the cost of email accounts for Rent Boardmembers, business cards, videoconference/webinar accounts, and labor for refurbishing the mural on Ohio Street.
- (10) Budgeted amount reflects anticipated postage costs for Rental Housing Fee invoices, tenancy registration mailings, and the Guide to Rent Control.
- (11) Budgeted amount reflects anticipated printing costs for Rental Housing Fee invoices, tenancy registration mailings, and the Guide to Rent Control.
- (12) Lease of copy machines including a cost-per-copy amount. 36-month lease ends in 2022.
- (13) Stipends for 2 UC Berkeley Public Service Center interns, ranging from \$1,000 - \$1,500 per intern.
- (14) Budgeted amount assumes the purchase of nine laptop computer purchases at \$1,200 each.
- (15) Budgeted reserve is equal to 18 percent of total operating expenses consistent with the Rent Board's proposed reserve policy.

Object #	City Account Description	Historical Actuals		Current Year 2020-21			Projection										
		2018-19	2019-20	Actuals to 12/31/20	Projected to	Total	2021-22	Variance	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
REVENUES																	
340445	Fees/Admin Fees (a)	2,189,703	2,681,689	2,187,010	324,041	2,511,051	2,620,419	(1)	2,620,419	2,646,623	2,699,556	2,753,547	2,808,618	2,864,790	2,922,086	2,980,528	3,040,138
361701	Int & Invest/Pooled-All Other	367	11,537	9,640	4,820	14,460	14,460		14,749	15,044	15,345	15,652	15,965	16,284	16,610	16,942	17,281
364867	Revenue from Collections	-	13,042	18,658	9,329	27,988	30,000		30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Total Revenues		2,190,070	2,706,268	2,215,308	338,190	2,553,499	2,664,879		2,665,169	2,691,668	2,744,901	2,799,199	2,854,583	2,911,075	2,968,696	3,027,470	3,087,420
EXPENSES																	
Salaries & Wages																	
400001	Salaries & Wages/Executive	530,092	639,594	333,524	333,524	667,048	677,798	(2)	691,354	705,181	719,285	733,671	748,344	763,311	778,577	794,149	810,032
400002	Salaries & Wages/Mgmt-Local 21	294,152	263,080	82,674	102,956	185,630	284,628	(2)	338,473	345,242	352,147	359,190	366,374	373,701	381,175	388,799	396,575
400003	Salaries & Wages/Local 1021	128,866	150,317	95,266	94,992	190,258	169,860	(2)	206,060	210,182	214,385	218,673	223,046	227,507	232,057	236,699	241,433
400006	Salaries & Wages/PT-Temp	49,557	45,905	14,338	14,336	28,673	43,036	(2)	43,897	44,775	45,670	46,584	47,515	48,466	49,435	50,424	51,432
400031	Overtime/General	4,778	2,094	409	650	1,060	2,500	%	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988
400048	Other Pay/Bilingual Pay	6,993	9,064	4,937	4,086	9,024	11,377	%	13,224	13,488	13,758	14,033	14,314	14,600	14,892	15,190	15,494
400049	Other Pay/Auto Allowance	4,200	4,200	2,100	2,100	4,200	4,200	#	4,284	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200
400050	Other Pay/Medical-In Lieu of	2,700	1,500	-	-	-	2,400	%	2,448	2,497	2,547	2,598	2,650	2,703	2,757	2,812	2,868
400079	Comp Absences/WC-Prof-Mgt-Tec	1,486	5,328	-	-	-	-	%	-	-	-	-	-	-	-	-	-
Subtotal - Salaries & Wages		1,022,823	1,121,084	533,249	552,645	1,085,893	1,195,799		1,302,290	1,328,166	1,354,645	1,381,654	1,409,203	1,437,303	1,465,965	1,495,201	1,525,021
Fringe Benefits																	
400103	P-Roll Ben/Medicare Tax-ER Shr	14,937	16,389	7,781	7,279	15,060	15,992	(3)	17,284	17,627	17,979	18,337	18,703	19,076	19,456	19,844	20,240
400104	P-Roll Ben/PERS Benefits	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-
400105	P-Roll Ben/Health Insurance Be	146,557	136,575	63,625	68,508	132,132	140,309	(3)	151,648	154,662	157,745	160,890	164,098	167,370	170,708	174,112	177,585
400106	P-Roll Ben/Dental Insurance	16,652	17,021	7,302	7,302	14,604	15,508	(3)	16,761	17,094	17,435	17,782	18,137	18,499	18,868	19,244	19,628
400109	P-Roll Ben/Employee Assistance	430	473	218	218	437	464	(3)	501	511	521	532	542	553	564	576	587
400110	P-Roll Ben/Professional Dev-Mg	3,728	5,200	159	956	1,116	3,750	(3)	3,796	3,871	3,949	4,027	4,108	4,190	4,273	4,358	4,445
400111	P-Roll Ben/Vision	2,106	2,095	966	966	1,932	2,052	(3)	2,217	2,261	2,307	2,352	2,399	2,447	2,496	2,546	2,597
400112	P-Roll Ben/Life Insurance	5,557	4,006	1,748	1,748	3,497	3,713	(3)	4,013	4,093	4,175	4,258	4,343	4,429	4,518	4,608	4,700
400114	P-Roll Ben/Long Term Disabilit	9,408	10,100	4,743	4,746	9,489	10,076	(3)	10,890	11,107	11,328	11,554	11,784	12,019	12,259	12,503	12,753
400116	P-Roll Ben/Unemployment Ins	1,860	5,100	2,660	2,736	5,396	5,730	(3)	6,193	6,316	6,442	6,570	6,701	6,835	6,971	7,110	7,252
400117	P-Roll Ben/Personal/Prof Dev	750	1,493	1,500	-	1,500	5,250	(3)	5,314	5,420	5,528	5,638	5,751	5,865	5,982	6,102	6,223
400118	P-Roll Ben/Worker Comp-Injury Appt	-	-	338	-	338	359	(3)	387	-	-	-	-	-	-	-	-
400121	P-Roll Ben/Worker Comp-Clerica	13,806	12,154	8,435	9,684	18,119	19,240	(3)	20,795	21,208	21,631	22,063	22,502	22,951	23,409	23,876	24,352
400122	P-Roll Ben/Worker Comp-Prof	69,352	60,744	37,319	37,350	74,669	79,290	(3)	85,698	87,400	89,143	90,920	92,733	94,582	96,468	98,392	100,354
400124	P-Roll Ben/CON-MEDICL EE Share	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-
400127	P-Roll Ben/OPEB	39,338	43,623	21,437	-	21,437	22,763	(3)	24,603	25,092	25,592	26,102	26,623	27,154	27,695	28,248	28,811
400130	P-Roll Ben/PARS Benefits	642	434	15	73	88	94	(3)	101	103	105	108	110	112	114	116	119
400149	P-Roll Ben/Misc	123,021	140,616	70,857	71,944	142,801	151,638	(3)	163,893	167,149	170,481	173,881	177,348	180,884	184,491	188,170	191,923
400151	P-Roll Ben/Misc (UAL)	162,985	235,683	126,812	128,763	255,574	271,391	(3)	293,323	299,151	305,115	311,199	317,404	323,733	330,189	336,774	343,490
Subtotal Fringe Benefits		611,127	691,706	355,916	342,272	698,188	747,618		807,420	823,463	839,880	856,626	873,706	891,128	908,899	927,024	945,513
Prof & Admin Services																	
400201	Prof Svcs/Professional Svcs	32,112	38,241	4,980	4,980	9,960	18,350	(4)	18,717	19,091	19,473	19,863	20,260	20,665	21,078	21,500	21,930
400206	Prof Svcs/Legal Serv Cost	137,614	193,742	33,332	99,996	133,328	210,000	(5)	214,200	218,484	222,854	227,311	231,857	236,494	241,224	246,048	250,969
400220	Prof Svcs/Info Tech Services	2,375	-	-	-	-	-		-	-	-	-	-	-	-	-	-
400241	Travel & Trng/Meal Allowance	359	-	-	-	-	-	%	510	520	531	541	552	563	574	586	598
400242	Travel & Trng/Mileage	1,284	17	-	-	-	-	%	1,224	1,248	1,273	1,299	1,325	1,351	1,378	1,406	1,434
400243	Travel & Trng/Conf, Mtng Trng	280	-	-	-	-	-		-	-	-	-	-	-	-	-	-
400245	Travel & Trng/Tuition Rmb/Cert	800	800	-	800	800	800	(6)	800	800	800	800	800	800	800	800	800
400261	Dues & Pub/Memberships & Dues	824	1,590	-	1,650	1,650	1,650	(7)	2,100	2,400	2,448	2,497	2,547	2,598	2,650	2,703	2,757
400263	Dues & Pub/Subscription	1,500	-	-	-	-	-		-	-	-	-	-	-	-	-	-
400271	Ad & Promo/Advertising & Promo	1,559	2,106	537	537	1,074	5,675	(8)	5,789	5,904	6,022	6,143	6,266	6,391	6,519	6,649	6,782
400272	Ad & Promo/Advertising & Promo	1,563	1,722	-	-	-	-		-	-	-	-	-	-	-	-	-
400280	Adm Exp/Program Supplies	5,292	1,600	584	584	1,168	3,950	(9)	4,029	4,110	4,192	4,276	4,361	4,448	4,537	4,628	4,721
Subtotal Prof & Admin Services		185,563	239,819	39,433	108,547	147,980	240,425		247,369	252,558	257,593	262,729	267,967	273,311	278,761	284,320	289,991
Other Operating																	
400231	Off Exp/Postage & Mailing	10,849	5,905	3,063	3,063	6,126	22,647	(10)	15,377	15,685	15,998	16,318	16,645	16,977	17,317	17,663	18,017
400232	Off Exp/Printing & Binding	12,071	3,295	1,815	1,815	3,630	25,807	(11)	12,469	12,718	12,973	13,232	13,497	13,767	14,042	14,323	14,609
400233	Off Exp/Copying & Duplicating	46	-	236	236	472	500	%	510	520	531	541	552	563	574	586	598
400304	Rental Exp/Equipment Rental	8,721	4,532	985	6,000	6,985	8,000	(12)	8,160	8,323	8,490	8,659	8,833	9,009	9,189	9,373	9,561
400321	Misc Exp/Misc Contrib	3,000	-	-	3,000	3,000	3,000	(13)	3,060	3,121	3,184	3,247	3,312	3,378	3,446	3,515	3,585
400322	Misc Exp/Misc Exp	3,061	2,262	-	2,000	2,000	2,925	%	2,984	3,043	3,104	3,166	3,229	3,294	3,360	3,427	3,496
400341	Off Supp/Office Supplies	8,721	6,024	1,254	1,254	2,508	6,795	%	6,931	7,070	7,211	7,355	7,502	7,652	7,805	7,961	8,121
400344	Off Supp/Computer Supplies	18	783	-	-	-	-		-	-	-	-	-	-	-	-	-
Subtotal Other Operating		46,486	22,801	7,353	17,368	24,721	69,674		49,490	50,480	51,490	52,520	53,570	54,641	55,734	56,849	57,986
400401	Utilities/Tel & Telegraph	254	414	229	229	458	500	%	510	520	531	541	552	563	574	586	598
400552	Prov Fr Ins Loss/Ins Gen Liab	8,029	8,765	7,950	1,200	9,150	9,300	%	9,486	9,676	9,869	10,067	10,268	10,473	10,683	10,896	11,114
400574	Cost Pool/(ISF)-Gen Liab	55,701	75,144	34,755	34,755	69,510	79,937	%	81,535	83,166	84,829	86,526	88,256	90,021	91,822	93,658	95,532
400586	Cost Pool/(CAP)-Admin Charges	51,454															

- (a) Assumes a 1% annual increase in revenue beginning in FY 2023-24. The extent to which this impacts the amount of the Rental Housing Fee will depend on unit counts and projected expenses.
- (b) To ensure there is sufficient cash flow at the beginning of the fiscal year to cover expenses before revenue is collected in September, the ending fund balance must include sufficient funds to cover two months of next fiscal year's projected expenses.

(1) Fees/Admin Fees:		<i>Estimated Revenue</i>
Partially Covered Units:	# units	10,208
	Fee	\$ 124
		<u>\$ 1,265,792</u>
Fully Covered Units:	# units	7,515
	Fee	\$ 219
		<u>\$ 1,645,785</u>
Total fees		<u>\$ 2,911,577</u>
Portion expected to be collected		<u>0.90</u>
Total		<u><u>\$ 2,620,419</u></u>

(2) Salaries and wages - see separate tab

(3) Fringe benefits are projected at 62% of salaries and wages.
The total fringe calculated in this manner is spread proportionately to each type of fringe benefit based on historical proportions.

(4) Prof Svcs/Professional Svcs:	<i>Estimated Expense</i>
Financial Consulting	\$ -
Property Information Subscription	4,000
Legal Information Subscription	3,000
Translation Services	11,350
Total	<u><u>\$ 18,350</u></u>

(5) Prof Svcs/Legal Serv Cost:	<i>Estimated Expense</i>
Community Services Contracts	\$ 200,000
Outside Legal Counsel	10,000
Total	<u><u>\$ 210,000</u></u>

(6) In accordance with City personnel policies, eligible employees may receive reimbursement of up to \$800 for higher education tuition

(7) Dues & Pub/Memberships & Dues - Bar Association dues for 3 attorneys. Dues expected to be \$550 per attorney in FY2022-23, increasing to \$800 per attorney in the next 2 years.

(8) Budgeted amount includes funds to satisfy the requirement to publish notices in the newspaper for public hearings as part of the budget adoption process, social media promotions, and promotional materials.

(9) Budgeted amount includes the cost of email accounts for Rent Boardmembers, business cards, videoconference/webinar accounts, and labor for refurbishing the mural on Ohio Street.

(10) Budgeted amount reflects anticipated postage costs for Rental Housing Fee invoices, tenancy registration mailings, and the Guide to Rent Control.

(11) Budgeted amount reflects anticipated printing costs for Rental Housing Fee invoices, tenancy registration mailings, and the Guide to Rent Control.

(12) Lease of copy machines including a cost-per-copy amount. 36-month lease ends in 2022.

(13) Stipends for 2 UC Berkeley Public Service Center interns, ranging from \$1,000 -\$1,500 per intern.

(14) Budgeted amount assumes the purchase of nine laptop computer purchases at \$1,200 each in FY 2021-22 and one desktop computer each year thereafter (estimated annual cost of \$1,100)

Expense is capped at same amount as previous year

% All other revenues and expenses escalated by 2% per year based on projected ending 2021-22 balances

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 17, 2021

Final Decision Date Deadline: February 17, 2021

STATEMENT OF THE ISSUE: The Rent Ordinance and the City Charter are silent with regards to the status of board, commission or committee members whose terms have expired but who have not been replaced by a new appointee. Vacancies during the interim period—a period where a Rent Board member is either being reappointed or replaced—would cause severe disruption to the operation of the Rent Program and to the effectuation of Measure L. Staff members are therefore recommending that the Board adopt a policy consistent with State law that would permit Boardmembers whose terms have expired to continue serving until they are replaced.

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

- Presentation/Proclamation/Commendation (3-Minute Time Limit)
- Public Hearing Regulation Other:
- Contract/Agreement Rent Board As Whole
- Grant Application/Acceptance Claims Filed Against City of Richmond
- Resolution Video/PowerPoint Presentation (contact KCRT @ 620.6759)

RECOMMENDED ACTION: ADOPT Regulation 301.5 to permit Boardmembers whose terms have expired to continue serving until they are replaced – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:

I-1.

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AGENDA REPORT

DATE: February 17, 2021

TO: Chair Maddock and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Paige Roosa, Deputy Director

SUBJECT: BOARDMEMBER EXPIRATION OF TERM POLICY

STATEMENT OF THE ISSUE:

The Rent Ordinance and the City Charter are silent with regards to the status of board, commission or committee members whose terms have expired but who have not been replaced by a new appointee. Vacancies during the interim period—a period where a Rent Board member is either being reappointed or replaced—would cause severe disruption to the operation of the Rent Program and to the effectuation of Measure L. Staff members are therefore recommending that the Board adopt a policy consistent with State law that would permit Boardmembers whose terms have expired to continue serving until they are replaced.

RECOMMENDED ACTION:

ADOPT Regulation 301.5 to permit Boardmembers whose terms have expired to continue serving until they are replaced – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

FISCAL IMPACT:

Since the Rent Board is responsible for adopting the annual budget and determining the amount of the Rental Housing Fee, it is imperative from a financial perspective that the Board has a policy that would allow members whose terms have expired to continue serving until they are replaced to avoid disruption of services.

DISCUSSION:

Background

Section 11.100.060(m) of the Rent Ordinance ensures the integrity and autonomy of the Rent Board and mandates that the Rent Board “be an integral part of the government of the City [of Richmond],” further establishing that the Rent Board “shall exercise its

ITEM I-1

powers and duties under [Chapter 11.100] independent from the City Council, City Manager, and City Attorney, except by request of the [Rent] Board.”

The Rent Ordinance requires that the Rent Board hold regularly scheduled meetings to ensure the timely performance of its duties; however, both the Rent Ordinance and the City Charter are silent with regards to the status of board, commission or committee members whose terms have expired but who have not been replaced by a new appointee. Vacancies during the interim period—a period where a Rent Board member is either being reappointed or replaced—would cause severe disruption to the operation of the Rent Program and to the effectuation of Measure L.

Proposed Policy and Alignment with State Law

Regulation 301.5 would permit Boardmembers whose terms have expired to continue serving until they are replaced to avoid disruption to Rent Program services. Such a policy is consistent with the City Charter and State law; pursuant to Section 10 of Article IX of the City Charter, the Charter reserves to the City the right to exercise “any and all rights, powers, and privileges heretofore or hereafter granted or prescribed by general laws of the State.” The California Supreme Court in *Hartford Accident & Indemnity Co. v. City of Tulare* (1947) 30 Cal.2d 832, 836, and its progeny, has declared that “a public officer who continues to perform the duties of the office and holds office beyond the term for which he was elected or appointed, holds office until his successor is selected and qualifies. The basis for that rule is public policy against having a vacancy in public office [or] having a gap between successive office holders.”

Next Steps

In accordance with Regulation 323, the proposed regulation would become effective March 19, 2021 (thirty calendar days from the date of the Board meeting) if adopted by the Board.

DOCUMENTS ATTACHED:

Attachment 1 – Resolution and Proposed Regulation 301.5

**ITEM I-1
ATTACHMENT 1**

**CITY OF RICHMOND RENT BOARD RESOLUTION NO. 21-02
ADOPTING CITY OF RICHMOND RENT BOARD REGULATION 301.5:
EXPIRATION OF TERM**

WHEREAS, on November 8, 2016, Richmond Residents passed ballot initiative Measure L, with 65.27% voting Yes, which established Rent control and Just Cause for Eviction within the City limits of Richmond; and

WHEREAS, Measure L encapsulates the edicts of Rent Control and Just Cause for Eviction within a voter-adopted Ordinance, called “The Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance,” and herein referred to as “Rent Ordinance”; and

WHEREAS, Measure L, among other things, created an independent agency and vested within that agency broad powers of administering and executing the provisions of the Rent Ordinance; and

WHEREAS, this independent agency is the Rent Board and its affiliated agent, the Rent Program; and

WHEREAS, the Rent Board is comprised of five (5) City of Richmond residents who are appointed by the Mayor and City Council; and

WHEREAS, Rent Board members “serve terms of two (2) years and may be reappointed for a total of four (4) full terms for a total of fewer than ten (10) years”; and

WHEREAS, both the Rent Ordinance and the City Charter is silent with regards to the status of board, commission or committee members whose terms have expired but who have not been replaced by a new appointee; and

WHEREAS, vacancies during the interim period—a period where a Rent Board member is either being reappointed or replaced—would cause severe disruption to the operation of the Rent Program and to the effectuation of Measure L; and

ITEM I-1 ATTACHMENT 1

WHEREAS, pursuant to Richmond Municipal Code Section 11.100.060(m), to ensure the integrity and autonomy of the Rent Board, Measure L mandates the Rent Board “be an integral part of the government of the City [of Richmond]” and establishes that the Rent Board “shall exercise its powers and duties under [Chapter 11.100] independent from the City Council, City Manager, and City Attorney, except by request of the [Rent] Board.”; and

WHEREAS, in furtherance of its independence, Measure L vests the Rent Board with the sole power to adopt rules and regulations, necessary to further the purpose of Measure L; and

WHEREAS, pursuant to Richmond Municipal Code Section 11.100.070(h), Measure L requires the Rent Board to hold “regularly scheduled meetings as are necessary to ensure the timely performance of its duties under this Chapter”; and

WHEREAS, the Rent Board finds that its functionality and existence are necessary to further the purpose of Measure L, as Measure L, pursuant to Richmond Municipal Code Section 11.100.060 et.seq., requires a functioning Rent Board; and

WHEREAS, the Rent Board further finds it necessary to hold reoccurring monthly meetings to timely adjudicate various issues on administrative appeal, adopt regulations to better implement the provisions of Measure L, and to review and adopt a required budget necessary to finance the Rent Board’s day-to-day activities; and

WHEREAS, the California Supreme Court in *Hartford Accident & Indemnity Co. v. City of Tulare* (1947) 30 Cal.2d 832, 836, and its progeny, has declared that “a public officer who continues to perform the duties of the office and holds office beyond the term for which he was elected or appointed, holds office until his successor is selected and qualifies. The basis for that rule is public policy against having a vacancy in public office [or] having a gap between successive office holders”; and

WHEREAS, the Rent Board desires to align itself with public policy on the issue of vacancies and preventing gaps between successive office holders; and

WHEREAS, pursuant to Section 10 of Article IX of the Charter of the City of Richmond, the Charter reserves to the City the right to exercise “any and all rights, powers, and privileges heretofore or hereafter granted or prescribed by general laws of the State”; and

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WHEREAS, pursuant to Government Code Section 1302, “every officer whose term has expired shall continue to discharge the duties of his office until his successor has qualified”; and

WHEREAS, because the Charter is silent with regards to the status of board, commission or committee members whose terms have expired but who have not been replaced by a new appointee, and the Charter allows for the City to exercise powers under general law, the Rent Board may avail itself to the rights conferred under the provisions of Government Code Section 1302; and

WHEREAS, the Rent Board, exercising its authority through Measure L and consistent with the Charter, seeks to exercise its authorized powers under Measure L, in a manner that is both consistent and mandated by public policy, permissible under Measure L, and separately authorized by Government Code Section 1302; and

WHEREAS, the Rent Board further finds it necessary to the continuation of its functions and effectuation of Measure L, that a Rule and Regulation be adopted to clarify that Rent Board members shall continue to discharge their duties after the expiration of their term until their successor is appointed;

NOW, THEREFORE, BE IT RESOLVED THAT:

THE CITY OF RICHMOND RENT BOARD ADOPTS THE FOLLOWING REGULATION:

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REGULATION 301.5. EXPIRATION OF TERM

- A. Where a Rent Boardmember’s term has expired, that member shall continue to discharge their duties until they are either reappointed, or their successor is appointed.
- B. In the event that a Rent Boardmember who continued to discharge their duties after the expiration of their term is reappointed, the time during which they continued to discharge their duties while awaiting reappointment shall be counted against their overall two-year term.
- C. In no event shall a Rent Board member serve a total of five (5) terms.

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 17, 2021

Final Decision Date Deadline: February 17, 2021

STATEMENT OF THE ISSUE: At their meeting on January 20, 2021, Rent Boardmembers received a proposed operating reserve policy and directed staff to revise the policy to reflect a minimum reserve balance of 18 percent (18%) of current year budgeted operating expenses, not to exceed twenty-five percent (25%). Staff members have prepared a revised 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> | |

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

RECOMMENDED ACTION: ADOPT the revised Richmond Rent Board Special Revenue Fund Operating Reserve Policy – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:
I-2.

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AGENDA REPORT

DATE: February 17, 2021

TO: Chair Maddock and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Paige Roosa, Deputy Director

SUBJECT: PROPOSED FINANCIAL RESERVE POLICY

STATEMENT OF THE ISSUE:

At their meeting on January 20, 2021, Rent Boardmembers received a proposed operating reserve policy and directed staff to revise the policy to reflect a minimum reserve balance of 18 percent (18%) of current year budgeted operating expenses, not to exceed twenty-five percent (25%). Staff members have prepared a revised regulation for the Board’s consideration.

RECOMMENDED ACTION:

ADOPT the revised Richmond Rent Board Special Revenue Fund Operating Reserve Policy – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

FISCAL IMPACT:

The proposed financial reserve policy would require that the Board maintain a minimum total reserve balance equal to eighteen percent (18%) of the Board’s adopted operating budget, not to exceed twenty-five percent (25%) of the Board’s adopted operating budget. If the total reserve balance exceeds twenty-five percent (25%) of the current year annual budget or is anticipated to exceed twenty-five percent (25%) of the following year’s annual budget, the Executive Director or their Designee shall prioritize the use of the excess funds in reducing any subsequent Residential Rental Housing Fee proposal.

DISCUSSION:

Background

Section 11.100.060(m) of the Rent Ordinance ensures the integrity and autonomy of the Rent Board by mandating that the Rent Board “be an integral part of the government of the City [of Richmond],” and “shall exercise its powers and duties under [Chapter 11.100] independent from the City Council, City Manager, and City Attorney, except by

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request of the [Rent] Board.” The Rent Ordinance further vests the Rent Board with the sole power to oversee and adopt its own budget, while establishing that “the City Council and the City Manager shall have no authority to oversee, supervise, or approve this budget.” The Rent Program budget is comprised only of reasonable and necessary expenses to achieve the purpose of the Rent Ordinance and is currently funded in whole by annual registration fees charged to all Landlords in an amount deemed reasonable by the Rent Board and approved by the City Council.

In December 2019, the Rent Board directed Rent Program staff members to negotiate and execute a contract with a financial consultant to, among other tasks, provide recommendations regarding financial and budgetary “best practices” to be utilized by the Rent Board and Rent Program staff members, specifically as it relates to the preparation of an annual budget and fee study for approval by the Rent Board. In April 2020, in consideration of the recommendations and best practices presented by Kevin W. Harper CPA & Associates, the Rent Board directed staff to develop a financial reserve policy.

At a City Council meeting in the spring of 2020, in the midst of the Covid-19 pandemic, and in affirmation of the Rent Board’s independence, the City of Richmond City Council successfully voted to not provide the City of Richmond Rent Board with any financial relief if the Rent Board were to fall into a fiscal deficit. Having no financial safety net from the City of Richmond and being an independent agency which necessitates an ability to self-determine through financial independence, it is fiscally prudent and consistent with the mandate of the Rent Ordinance for the Rent Board to maintain reserves in an amount necessary to overcome any shortfalls in its ability to cover its annual expenses.

At their meeting on January 20, 2021, Rent Boardmembers received a proposed operating reserve policy and directed staff to revise the policy to reflect a minimum reserve balance of 18 percent (18%) of current year budgeted operating expenses, not to exceed twenty-five percent (25%).

Purpose

The Rent Board provides services that have an impact on quality of life for community members. Prudent use of resources helps determine how effectively these services are provided on an ongoing basis. Reserve funds help ensure that the Board sets aside adequate resources to mitigate the potential negative economic impacts of unforeseen circumstances and emergencies. The proposed reserve policy establishes the amount that the Rent Board will strive to maintain in its Special Revenue Operating Fund Reserves, how the Reserves will be funded, and the conditions under which Reserves may be used.

Case Study Research

To inform the proposed reserve policy, staff members reviewed peer rent control jurisdictions and City policies. Findings are summarized on the following page:

Table 1. Reserve policies in peer jurisdictions

Jurisdiction	Policy
City of Richmond	For FY 20/21, the City shall maintain a minimum of 15% of next year’s General Fund expenditures.
Santa Monica Rent Stabilization Program	Follows the City of Santa Monica’s recommendation to maintain a level of reserves equal to a percentage of the current year’s operating budget and the value of earned vacation and sick leave benefits for employees. For FY 20/21 the City’s recommendation is a 12% reserve of the current year’s operating budget and an amount equal to the earned leave accruals for employees.
Berkeley Rent Stabilization Board	Does not have a formal written policy, but the Berkeley City Auditor’s recommendation is that all agencies maintain a reserve of at least 16% of their reoccurring annual operational budget, and that is what is generally cited in the Rent Board’s budget report.
Mountain View Rent Stabilization Program	Does not have a formal written policy, but the Rental Housing Committee adopted a reserve in its yearly budget approval, to a total amount of 15% of the budget.
City of San Jose Rent Stabilization Program	Does not have a formal written policy, but reserves are estimated to be 10% to 20% of the total Program budget.

Proposed Reserve Policy

In summary, the proposed reserve policy accomplishes three objectives:

- 1) Establishes three categories of Reserves and creates a procedure whereby those amounts within the Reserves may be accessed;
- 2) Requires that any amount of the Reserves that are appropriated for spending be replenished; and
- 3) Sets a maximum cap on the total amount of Reserves that can be held at one time and require that any amount in excess of the Reserve maximum cap be used to reduce future Rental Housing Fees.

Revised Reserve Funds and Target Balances

The proposed policy indicates that the Rent Board shall maintain a minimum Special Revenue Operating Fund Unrestricted Committed Fund balance of at least eighteen percent (18%) of operating expenditures for budget stability, cash flow, and contingencies such as catastrophic events and unforeseen operating or capital needs. This is based on the risk assessment methodology for setting reserve levels developed by the Government Finance Officers Association of the United States and Canada.

Since the bulk of Rental Housing Fee revenue is collected in the third and fourth period of the fiscal year (September and October), it is recommended that the Rent Board

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include in this policy the requirement that Rent Board monitor its finances with the intent to end each fiscal year with a fund balance equivalent to a minimum of two months, and maximum of three months, of budgeted expenses for the next fiscal year. These funds shall not be considered part of the Rent Board’s reserve balance. The table below illustrates how the revised policy would apply to current year budgeted expenses based on the direction received from the Board.

Table 2. Revised Proposed Reserve Funds

Name	Purpose	Target Level	Target Level (\$) (based on FY 20/21 budget)
Operating and Stability Reserve	Provide fiscal stability and mitigate loss of service delivery and financial risks associated with unexpected revenue shortfalls during a single fiscal year or during a prolonged recessionary period.	18% of current year budgeted expenses	\$445,576
Catastrophic Legal Event Reserve	Offset unforeseen legal costs that exceed currently allocated legal fees.	50% of any remaining reserve balances after the Operating and Stability Reserve is sufficiently funded at 18% of current year budgeted expenses	Min: \$0 Max:\$86,40
Catastrophic Reserve	Mitigate costs associated with unforeseen emergencies, such as a disaster or catastrophic event.	50% of any remaining reserve balances after the Operating and Stability Reserve is sufficiently funded at 18% of current year budgeted expenses	Min: \$0 Max:\$86,640

Status of Current Fund Balances

Financial projections suggest that the Rent Program will be able to satisfy the proposed target reserve balances at the end of the current Fiscal Year 2020-21 and maintain a starting balance in Fiscal Year 2021-22 equivalent to at least two months of budgeted operating expenses. Table 3 contains a summary of the figures relied upon to reach this conclusion.

Table 3. Financial Projections and Proposed Contribution to Reserves

Category	Amount
Starting Fund Balance (Beginning FY 2020-21)	\$509,296
Current Revenues (FY 2020-21 Actual as of end of Q2)	\$2,215,308
Current Expenditures (FY 2020-21 Actual as of end of Q2)	\$1,029,753
Projected Revenues (FY 2020-21 Projected through end of Q4)¹	\$2,553,499
Projected Expenditures (FY 2020-21 Projected through end of Q4)²	\$2,137,638
Projected Surplus (Ending FY 2020-21)	\$415,861
Proposed FY 20-21 Contribution to Reserves	\$500,000
<i>Proposed Contribution to Operating and Stability Reserve</i>	<i>\$445,576</i>
<i>Proposed Contribution to Catastrophic Legal Event Reserve</i>	<i>\$27,212</i>
<i>Proposed Contribution to Catastrophic Reserve</i>	<i>\$27,212</i>
Starting Fund Balance (Beginning FY 2021-22)	\$425,157

Next Steps

In accordance with Regulation 323, Resolution 20-02, which contains the Special Revenue Fund Operating Reserve Policy, would become effective March 19, 2021 (thirty calendar days from the date of the Board meeting) if adopted by the Board.

DOCUMENTS ATTACHED:

Attachment 1 – Revised Richmond Rent Board Special Revenue Fund Operating Reserve Policy (Track Changes)

Attachment 2 – Revised Richmond Rent Board Special Revenue Fund Operating Reserve Policy (Clean)

¹ Projected revenue based on the 10-year financial projection prepared in conjunction with the FY 2021-22 budget.

² Projected expenditures based on the 10-year financial projection prepared in conjunction with the FY 2021-22 budget.

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**CITY OF RICHMOND RENT BOARD RESOLUTION NO. ~~210-012~~
ADOPTING CITY OF RICHMOND RENT BOARD RESERVE POLICY**

WHEREAS, on November 8, 2016, Richmond Residents passed ballot initiative Measure L, with 65.27% voting Yes, which established Rent control and Just Cause for Eviction within the City limits of Richmond; and

WHEREAS, Measure L encapsulates the edicts of Rent Control and Just Cause for Eviction within a voter-adopted Ordinance, called “The Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance,” and herein referred to as “Rent Ordinance”; and

WHEREAS, Measure L, among other things, created an independent agency and vested within that agency broad powers of administering and executing the provisions of the Rent Ordinance; and

WHEREAS, pursuant to Richmond Municipal Code Section 11.100.060(m), to ensure the integrity and autonomy of the Rent Board, Measure L mandates the Rent Board “be an integral part of the government of the City [of Richmond]”, and establishes that the Rent Board “shall exercise its powers and duties under [Chapter 11.100] independent from the City Council, City Manager, and City Attorney, except by request of the [Rent] Board.”; and

WHEREAS, in furtherance of its independence, Measure L vests the Rent Board with the sole power to oversee and adopt its own budget, while establishing that “the City Council and the City Manager shall have no authority to oversee, supervise, or approve this budget”; and

WHEREAS, to finance the budget, which must be comprised of only reasonable and necessary expenses, Measure L provides that the Rent Board shall charge Landlords annual registration fees in an amount deemed reasonable by the Rent Board; and

WHEREAS, in affirmation of the Rent Board’s independence, the City of Richmond City Council, successfully voted to not provide the City of Richmond Rent Board with any financial relief if the Rent Board were to fall into a fiscal deficit; and

WHEREAS, having no financial safety net from the City of Richmond City Council and being an independent agency, which necessitates an ability to self-determine through financial independence, it is fiscally prudent and consistent with the mandate of Measure L for the City of Richmond Rent Board to

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maintain reserves in an amount necessary to overcome any shortfalls in its ability to cover its annual expenses; and

WHEREAS, consistent with prudence, on December 18, 2019, the City of Richmond Rent Board directed Rent Program staff members to negotiate and execute a contract with a financial consultant to: (1) Develop and present two, five, and 10-year financial projections of both revenues, expenditures, and reserves for the Rent Program agency, specifically as they relate to collection of the Rental Housing Fee; (2) Provide recommendations on how to meet the Rent Program's goal of building 17% operating reserves by the close of the 2020-21 fiscal year, and how best to achieve long-term financial stability in a manner that is consistent with all applicable laws and regulations including but not limited to Section 50076 of the California Government Code; and (3) Provide recommendations regarding financial and budgetary "best practices" to be utilized by the Rent Board and Rent Program staff members, specifically as it relates to the preparation of an annual budget and fee study for approval by the Rent Board; and

WHEREAS, on February 3, 2020, the City of Richmond Rent Board contracted with Kevin W. Harper CPA & Associates to engage his financial services; and

WHEREAS, between the months of February and March 2020, Rent Program staff members worked with Kevin W. Harper CPA & Associates to develop financial and budgetary recommendations and best practices for the City of Richmond Rent Board's consideration; and

WHEREAS, on April 15, 2020, in consideration of the recommendations and best practices presented by Kevin W. Harper CPA & Associates, the City of Richmond Rent Board directed staff to develop a financial reserve policy; and

WHEREAS, it is prudent that the City of Richmond Rent Board adopt a reserve balance policy that adequately reflects both (1) the City of Richmond Rent Board's dependence on the Residential Rental Housing Fee, charged to all Richmond Landlords on an annual basis, and which has proved to be a volatile revenue source given year-to-year fluctuations in the number of applicable Rental Units upon which the Residential Rental Housing Fee may be assessed, and (2) the City of Richmond's inability to financially support the City of Richmond Rent Board during times of crisis and/or financial uncertainty.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Richmond Rent Board adopts the City of Richmond Rent Board Reserve Policy contained in Attachment A, which will do the following:

- 1) Establish three categories of Reserves and create a procedure whereby those amounts within the Reserves may be accessed;

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ATTACHMENT 1**

- 2) Require that any amount of the Reserves that are appropriated for spending be replenished; and

- 3) Sets a maximum cap on the total amount of Reserves that can be held at one time and require that any amount in excess of the Reserve maximum cap be used to reduce future annual registration fees.

ATTACHMENT A:

TITLE: Richmond Rent Board Special Revenue Fund Operating Reserve Policy

The Richmond Rent Board Special Revenue Fund Operating Reserve Policy is to be reviewed by the Rent Board as part of their annual operating budget review and adoption process.

AUTHORITY:

Richmond Municipal Code Section 11.100.060(m) confers on the Rent Board integrity and autonomy, rendering the exercise of its powers and duties independent from the City Council, City Manager, and City Attorney, except by request of the Rent Board. As a consequence of its independence, Richmond Municipal Code 11.100.060(n) establishes that the Rent Board has the sole power to establish its own annual budget for each ensuing fiscal year, and that the City Council and City Manager shall have no authority to oversee, supervise, or approve this budget. This authority necessarily includes the approval of financial policies which establishes and directs the operations of its services provided through the Richmond Rent Program. The Executive Director of the Richmond Rent Program is responsible for carrying out the policy directives of the Rent Board and managing the day-to-day operations of the Richmond Rent Program. This policy shall be administered on behalf of the Richmond Rent Board by the Executive Director of the Richmond Rent Program or their Designee.

PURPOSE:

The Rent Board provides services that have an impact on quality of life for community members. Prudent use of resources helps determine how effectively these services are provided on an ongoing basis. Reserve funds help ensure that the Board sets aside adequate resources to mitigate the potential negative economic impacts of unforeseen circumstances and emergencies.

The Rent Board desires to maintain a prudent level of financial resources to ensure compliance with the Rent Ordinance while guarding its stakeholders against service disruption in the event of unexpected temporary revenue shortfalls or unforeseen one-time expenditures. The Special Revenue Operating Fund Reserves are accumulated and maintained in governmental funds in order to provide stability and flexibility to respond to unexpected adversity and/or opportunities.

This policy establishes the amount that the Rent Board will strive to maintain in its Special Revenue Operating Fund Reserves, how the Reserves will be funded, and the conditions under which Reserves may be used.

BACKGROUND:

Fiscally, the Rent Board operates under a Special Revenue Operating Fund. The Special Revenue Operating Fund is an account for financial resources that are restricted or committed to expenditures for specific purposes other than debt service or capital projects. Because the Rent Board is a Cost-Recovery Agency, State law restricts the use of its funds received through the Residential Rental Housing Fee. The expenditure of Residential Rental Housing Fees is limited to only those services and/or activities that pertain to those landlord/tenant matters that reasonably relate to rents and evictions.

Under ordinary accounting standards, and consistent with the Fiscal Year 2020-21 Reserve Policy of the City of Richmond, there are five separate components of a Fund balance, each of which establishes specific parameters controlling the specific purpose for which amounts may be spent:

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1. **Non-Spendable Fund Balance** – Cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to remain intact.
2. **Restricted Fund Balance** – Restricted either externally imposed or imposed by law through constitutional provisions or enabling legislation.
3. **Unrestricted Committed Fund Balance** – Reserved for specific purposes pursuant to constraints imposed by formal action of the Rent Board.
4. **Unrestricted Assigned Fund Balance** – Reserved by the Rent Board or Executive Director for specific purposes, but neither restricted nor committed.
5. **Unrestricted Unassigned Fund Balance** – Residual balance not classified in any of the above categories and has not been restricted, committed, nor assigned to specific purposes.

In the Unrestricted Committed Fund Balance, the Rent Board, as the City of Richmond's highest level of decision-making authority as it relates to the Rent Board budget, may commit funds for specific purposes pursuant to constraints imposed by formal action taken, such as an ordinance or resolution. These committed amounts cannot be used for any other purpose unless the Rent Board removes or changes the specific use through the same type of formal action taken to establish the commitment. An affirmative vote of three (3) Rent Board members is required to both approve and remove a commitment. Any Commitment of Fund Balance by the Rent Board must be prior to the end of the fiscal year. An example of committed funds is committing an amount of fund balance equal to the expected costs for replacing an existing database, which is demonstrated to be a reasonable and necessary expense, or establishing an operating reserve.

It is recommended that the Rent Board adopt a policy that provides for three reserves within the Rent Board's Unrestricted Committed Fund Balance: (1) an Operating and Stability Reserve, (2) a Catastrophic Legal Reserve, and (3) a Catastrophic Reserve. Furthermore, because the bulk of Rental Housing Fee revenue is collected in the third and fourth period of the fiscal year (September and October), it is also recommended that the Rent Board include in this policy the requirement that Rent Board monitor its finances with the intent to end each fiscal year with a fund balance equivalent to a minimum of two months, and maximum of three months, of budgeted expenses for the next fiscal year. These funds shall not be considered part of the Rent Board's reserve balance.

DESCRIPTION AND APPROPRIATE RESERVE BALANCE LEVELS:

The Rent Board shall maintain a minimum Special Revenue Operating Fund Unrestricted Committed Fund balance of at least ~~eighteen~~thirty percent (~~18~~30%) of operating expenditures for budget stability, cash flow, and contingencies such as catastrophic events and unforeseen operating or capital needs. This is based on the risk assessment methodology for setting reserve levels developed by the Government Finance Officers Association of the United States and Canada. Following are the three categories of Reserves hereby created and their respective reserve target levels:

- (1) **Operating and Stability Reserve:** The Rent Board shall maintain year-end contingency reserve balances in an Operating and Stability Reserve equivalent to a minimum of ~~eighteen~~twenty-five percent (~~18~~25%) (~~equivalent to one quarter of the fiscal year~~) of current year budgeted expenditures. The purpose of the Operating and Stability Reserve is to provide fiscal stability and mitigate loss of service delivery and financial risks associated with unexpected revenue shortfalls during a single fiscal year or during a prolonged recessionary period. As the Rent Board experiences net revenue gains in future years, the Operating and Stability Reserve balance must

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grow back to ~~eighteen~~~~twenty-five~~ percent (~~18~~~~25~~%) of total expenditures to allow the Rent Board to build up its capacity to handle future short term economic downturns or emergencies without cutting services. A policy based upon a percentage assures that the reserve will remain a prudent cushion as the Rent Board's budget grows over time.

- (2) ***Catastrophic Legal Event Reserve:*** The Rent Board shall maintain a Catastrophic Legal Event Reserve equivalent to fifty percent (50%) of any remaining reserve balances after the Operating and Stability Reserve is sufficiently funded at ~~eighteen~~~~twenty-five~~ percent (~~18~~~~25~~%) of current year budgeted expenses. The purpose of the Catastrophic Legal Event Reserve is to offset unforeseen legal costs that exceed currently allocated legal fees. Should an unforeseen lawsuit be brought against the Rent Board that results in the Rent Board owing fees and costs that exceed those legal expenditures provided for in the annual budget, the Executive Director or their Designee shall have the authority to approve Catastrophic Legal Event Reserve appropriations; however, the Executive Director's or their Designee's approval of use of Catastrophic Legal Event Reserves shall not automatically result in the disbursement of said funds. Subject to the principles of Attorney Client Privilege and the Brown Act, the Executive Director or their Designee's approval must be certified by a majority of the Rent Board Member's at a noticed Board Meeting. The certification shall be accompanied by a budget amendment confirming the nature of the emergency and authorizing the appropriation of reserve funds.
- (3) ***Catastrophic Reserve:*** The Rent Board shall maintain a Catastrophic Reserve equivalent to fifty percent (50%) of any remaining reserve balances after the Operating and Stability Reserve is sufficiently funded at ~~eighteen~~~~twenty-five~~ percent (~~18~~~~25~~%) of current year budgeted expenses. The purpose of the Catastrophic Reserve is to mitigate costs associated with unforeseen emergencies, such as a disaster or catastrophic event. Should unforeseen events occur that require the expenditure of the Rent Board's resources beyond those provided for in the annual budget, the Executive Director or their Designee shall have the authority to approve Catastrophic Reserve appropriations; however, the Executive Director's or their Designee's approval of use of Catastrophic Reserves shall not automatically result in the disbursement of said funds. Rather, the Executive Director or their Designee's approval must be certified by a majority of the Rent Board Member's at a noticed Board Meeting. The certification shall be accompanied by a budget amendment confirming the nature of the emergency and authorizing the appropriation of reserve funds. Should a catastrophic event occur, the required reserve level of fifty percent (50%) of any remaining reserve balances after the Operating and Stability Reserve is sufficiently funded should be adequate to meet the Rent Board's financial needs. For instance, in the event of a natural disaster, the Catastrophic Reserve would provide necessary coverage for basic operating expenses, including costs of relocating of the Richmond Rent Program to another site if the current structure is destroyed and lease costs therein, while still meeting debt service obligations for approximately 90 days. This time frame would enable the Rent Board to seek other available cash alternatives.

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COMPLIANCE:

The Rent Board will measure its compliance with this Policy as of June 30 of each year, or as soon as is practical after final year-end account information becomes available. During the course of the year, Rent Program staff members shall deliver to the Rent Board monthly variance reports, so that the Rent Board may closely monitor its revenues and expenditures to ensure Reserves are, or are projected to be, sufficiently funded and used only in accordance with this Policy.

If, based on staff's analysis and forecasting, the target level of Reserves is or is anticipated to be insufficient based upon the target levels established in this Policy, then during the annual budget process, Fund Balance levels shall be provided to the Rent Board as an agenda item for discussion. Should the projected year-end Fund Balance be below the minimum Reserve amount established by this Policy, a plan to replenish the Reserve shall be established based on the requirements outlined in this Policy.

FUNDING OF RESERVES:

Funding of all Reserve targets will generally come from committed funds, excess revenues over expenditures, or one-time revenues.

CONDITIONS FOR USE OF RESERVES:

It is the intent of the Rent Board to limit the use of all Reserves under this Policy to address unanticipated, non-recurring (one-time) needs. Reserves shall not normally be applied to recurring annual operating expenditures. Reserves may, however, be used to allow for the Rent Board to restructure its operations in a deliberate manner (as might be required in an economic downturn), but such use will only take place in the context of an adopted long-term financial plan.

ALLOCATION OF RESERVE FUNDS:

The Rent Board will allocate committed funds, excess revenues over expenditures, or one-time revenue to Reserves by June 30 of each year, or as soon as is practical after final year-end account information becomes available

PERIODIC REVIEW OF RESERVE TARGETS:

Compliance with these sections will be reviewed in conjunction with the annual budget process. At a minimum, during the annual budget process, Rent Program staff members shall review the current and three-year projected Reserves to ensure that they are appropriate given the economic and financial risk factors the Rent Board is subject to.

USE AND REPLENISHMENT OF FUNDS:

The Rent Board's discretionary use of the reserve balances shall be limited by the "Compliance" section of this Policy. Where the Rent Board exercises its direction and appropriates any Reserve Funds consistent with Section (2) of this Policy, the funds shall be replenished in a manner consistent with the following:

- (1) Reserve Funds may be allocated for one-time emergencies (or capital projects deemed appropriate by the Board) only; reserve funds are not to be used for ongoing expenses. Rent Board approval is required before any withdrawals from a reserve fund are initiated.

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(2) In no event shall the total amount of Reserve Funds, as described in Section (2) of this Policy, exceed ~~twenty-fivefifty~~ percent (~~2550~~%) of the annual budget in any current year. Where the total Reserve Funds either exceed ~~twenty-fivefifty~~ percent (~~2550~~%) of the current year annual budget or are anticipated to exceed ~~twenty-fivefifty~~ percent (~~2550~~%) of the following year's annual budget, the Executive Director or their Designee shall prioritize the use of the excess funds in reducing any subsequent Residential Rental Housing Fee proposal.

(3) Notwithstanding Section (2), since the majority of Rental Housing Fee revenue is collected in the third and fourth period of the fiscal year (September and October) the Rent Board shall monitor its finances with the intent to end each fiscal year with a fund balance equivalent to a minimum of two months, and maximum of three months, of budgeted expenses for the next fiscal year. These funds shall not be considered part of the Rent Board's reserve balance.

~~(2)~~

**ITEM I-2
ATTACHMENT 2**

**CITY OF RICHMOND RENT BOARD RESOLUTION NO. 21-01
ADOPTING CITY OF RICHMOND RENT BOARD RESERVE POLICY**

WHEREAS, on November 8, 2016, Richmond Residents passed ballot initiative Measure L, with 65.27% voting Yes, which established Rent control and Just Cause for Eviction within the City limits of Richmond; and

WHEREAS, Measure L encapsulates the edicts of Rent Control and Just Cause for Eviction within a voter-adopted Ordinance, called “The Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance,” and herein referred to as “Rent Ordinance”; and

WHEREAS, Measure L, among other things, created an independent agency and vested within that agency broad powers of administering and executing the provisions of the Rent Ordinance; and

WHEREAS, pursuant to Richmond Municipal Code Section 11.100.060(m), to ensure the integrity and autonomy of the Rent Board, Measure L mandates the Rent Board “be an integral part of the government of the City [of Richmond]”, and establishes that the Rent Board “shall exercise its powers and duties under [Chapter 11.100] independent from the City Council, City Manager, and City Attorney, except by request of the [Rent] Board.”; and

WHEREAS, in furtherance of its independence, Measure L vests the Rent Board with the sole power to oversee and adopt its own budget, while establishing that “the City Council and the City Manager shall have no authority to oversee, supervise, or approve this budget”; and

WHEREAS, to finance the budget, which must be comprised of only reasonable and necessary expenses, Measure L provides that the Rent Board shall charge Landlords annual registration fees in an amount deemed reasonable by the Rent Board; and

WHEREAS, in affirmation of the Rent Board’s independence, the City of Richmond City Council, successfully voted to not provide the City of Richmond Rent Board with any financial relief if the Rent Board were to fall into a fiscal deficit; and

WHEREAS, having no financial safety net from the City of Richmond City Council and being an independent agency, which necessitates an ability to self-determine through financial independence, it is fiscally prudent and consistent with the mandate of Measure L for the City of Richmond Rent Board to

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maintain reserves in an amount necessary to overcome any shortfalls in its ability to cover its annual expenses; and

WHEREAS, consistent with prudence, on December 18, 2019, the City of Richmond Rent Board directed Rent Program staff members to negotiate and execute a contract with a financial consultant to: (1) Develop and present two, five, and 10-year financial projections of both revenues, expenditures, and reserves for the Rent Program agency, specifically as they relate to collection of the Rental Housing Fee; (2) Provide recommendations on how to meet the Rent Program's goal of building 17% operating reserves by the close of the 2020-21 fiscal year, and how best to achieve long-term financial stability in a manner that is consistent with all applicable laws and regulations including but not limited to Section 50076 of the California Government Code; and (3) Provide recommendations regarding financial and budgetary "best practices" to be utilized by the Rent Board and Rent Program staff members, specifically as it relates to the preparation of an annual budget and fee study for approval by the Rent Board; and

WHEREAS, on February 3, 2020, the City of Richmond Rent Board contracted with Kevin W. Harper CPA & Associates to engage his financial services; and

WHEREAS, between the months of February and March 2020, Rent Program staff members worked with Kevin W. Harper CPA & Associates to develop financial and budgetary recommendations and best practices for the City of Richmond Rent Board's consideration; and

WHEREAS, on April 15, 2020, in consideration of the recommendations and best practices presented by Kevin W. Harper CPA & Associates, the City of Richmond Rent Board directed staff to develop a financial reserve policy; and

WHEREAS, it is prudent that the City of Richmond Rent Board adopt a reserve balance policy that adequately reflects both (1) the City of Richmond Rent Board's dependence on the Residential Rental Housing Fee, charged to all Richmond Landlords on an annual basis, and which has proved to be a volatile revenue source given year-to-year fluctuations in the number of applicable Rental Units upon which the Residential Rental Housing Fee may be assessed, and (2) the City of Richmond's inability to financially support the City of Richmond Rent Board during times of crisis and/or financial uncertainty.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Richmond Rent Board adopts the City of Richmond Rent Board Reserve Policy contained in Attachment A, which will do the following:

- 1) Establish three categories of Reserves and create a procedure whereby those amounts within the Reserves may be accessed;

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- 2) Require that any amount of the Reserves that are appropriated for spending be replenished; and

- 3) Sets a maximum cap on the total amount of Reserves that can be held at one time and require that any amount in excess of the Reserve maximum cap be used to reduce future annual registration fees.

ATTACHMENT A:

TITLE: Richmond Rent Board Special Revenue Fund Operating Reserve Policy

The Richmond Rent Board Special Revenue Fund Operating Reserve Policy is to be reviewed by the Rent Board as part of their annual operating budget review and adoption process.

AUTHORITY:

Richmond Municipal Code Section 11.100.060(m) confers on the Rent Board integrity and autonomy, rendering the exercise of its powers and duties independent from the City Council, City Manager, and City Attorney, except by request of the Rent Board. As a consequence of its independence, Richmond Municipal Code 11.100.060(n) establishes that the Rent Board has the sole power to establish its own annual budget for each ensuing fiscal year, and that the City Council and City Manager shall have no authority to oversee, supervise, or approve this budget. This authority necessarily includes the approval of financial policies which establishes and directs the operations of its services provided through the Richmond Rent Program. The Executive Director of the Richmond Rent Program is responsible for carrying out the policy directives of the Rent Board and managing the day-to-day operations of the Richmond Rent Program. This policy shall be administered on behalf of the Richmond Rent Board by the Executive Director of the Richmond Rent Program or their Designee.

PURPOSE:

The Rent Board provides services that have an impact on quality of life for community members. Prudent use of resources helps determine how effectively these services are provided on an ongoing basis. Reserve funds help ensure that the Board sets aside adequate resources to mitigate the potential negative economic impacts of unforeseen circumstances and emergencies.

The Rent Board desires to maintain a prudent level of financial resources to ensure compliance with the Rent Ordinance while guarding its stakeholders against service disruption in the event of unexpected temporary revenue shortfalls or unforeseen one-time expenditures. The Special Revenue Operating Fund Reserves are accumulated and maintained in governmental funds in order to provide stability and flexibility to respond to unexpected adversity and/or opportunities.

This policy establishes the amount that the Rent Board will strive to maintain in its Special Revenue Operating Fund Reserves, how the Reserves will be funded, and the conditions under which Reserves may be used.

BACKGROUND:

Fiscally, the Rent Board operates under a Special Revenue Operating Fund. The Special Revenue Operating Fund is an account for financial resources that are restricted or committed to expenditures for specific purposes other than debt service or capital projects. Because the Rent Board is a Cost-Recovery Agency, State law restricts the use of its funds received through the Residential Rental Housing Fee. The expenditure of Residential Rental Housing Fees is limited to only those services and/or activities that pertain to those landlord/tenant matters that reasonably relate to rents and evictions.

Under ordinary accounting standards, and consistent with the Fiscal Year 2020-21 Reserve Policy of the City of Richmond, there are five separate components of a Fund balance, each of which establishes specific parameters controlling the specific purpose for which amounts may be spent:

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1. **Non-Spendable Fund Balance** – Cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to remain intact.
2. **Restricted Fund Balance** – Restricted either externally imposed or imposed by law through constitutional provisions or enabling legislation.
3. **Unrestricted Committed Fund Balance** – Reserved for specific purposes pursuant to constraints imposed by formal action of the Rent Board.
4. **Unrestricted Assigned Fund Balance** – Reserved by the Rent Board or Executive Director for specific purposes, but neither restricted nor committed.
5. **Unrestricted Unassigned Fund Balance** – Residual balance not classified in any of the above categories and has not been restricted, committed, nor assigned to specific purposes.

In the Unrestricted Committed Fund Balance, the Rent Board, as the City of Richmond's highest level of decision-making authority as it relates to the Rent Board budget, may commit funds for specific purposes pursuant to constraints imposed by formal action taken, such as an ordinance or resolution. These committed amounts cannot be used for any other purpose unless the Rent Board removes or changes the specific use through the same type of formal action taken to establish the commitment. An affirmative vote of three (3) Rent Board members is required to both approve and remove a commitment. Any Commitment of Fund Balance by the Rent Board must be prior to the end of the fiscal year. An example of committed funds is committing an amount of fund balance equal to the expected costs for replacing an existing database, which is demonstrated to be a reasonable and necessary expense, or establishing an operating reserve.

It is recommended that the Rent Board adopt a policy that provides for three reserves within the Rent Board's Unrestricted Committed Fund Balance: (1) an Operating and Stability Reserve, (2) a Catastrophic Legal Reserve, and (3) a Catastrophic Reserve. Furthermore, because the bulk of Rental Housing Fee revenue is collected in the third and fourth period of the fiscal year (September and October), it is also recommended that the Rent Board include in this policy the requirement that Rent Board monitor its finances with the intent to end each fiscal year with a fund balance equivalent to a minimum of two months, and maximum of three months, of budgeted expenses for the next fiscal year. These funds shall not be considered part of the Rent Board's reserve balance.

DESCRIPTION AND APPROPRIATE RESERVE BALANCE LEVELS:

The Rent Board shall maintain a minimum Special Revenue Operating Fund Unrestricted Committed Fund balance of at least eighteen percent (18%) of operating expenditures for budget stability, cash flow, and contingencies such as catastrophic events and unforeseen operating or capital needs. This is based on the risk assessment methodology for setting reserve levels developed by the Government Finance Officers Association of the United States and Canada. Following are the three categories of Reserves hereby created and their respective reserve target levels:

- (1) ***Operating and Stability Reserve:*** The Rent Board shall maintain year-end contingency reserve balances in an Operating and Stability Reserve equivalent to a minimum of eighteen percent (18%) of current year budgeted expenditures. The purpose of the Operating and Stability Reserve is to provide fiscal stability and mitigate loss of service delivery and financial risks associated with unexpected revenue shortfalls during a single fiscal year or during a prolonged recessionary period. As the Rent Board experiences net revenue gains in future years, the Operating and Stability Reserve balance must grow back to eighteen percent (18%)

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of total expenditures to allow the Rent Board to build up its capacity to handle future short term economic downturns or emergencies without cutting services. A policy based upon a percentage assures that the reserve will remain a prudent cushion as the Rent Board's budget grows over time.

- (2) ***Catastrophic Legal Event Reserve:*** The Rent Board shall maintain a Catastrophic Legal Event Reserve equivalent to fifty percent (50%) of any remaining reserve balances after the Operating and Stability Reserve is sufficiently funded at eighteen percent (18%) of current year budgeted expenses. The purpose of the Catastrophic Legal Event Reserve is to offset unforeseen legal costs that exceed currently allocated legal fees. Should an unforeseen lawsuit be brought against the Rent Board that results in the Rent Board owing fees and costs that exceed those legal expenditures provided for in the annual budget, the Executive Director or their Designee shall have the authority to approve Catastrophic Legal Event Reserve appropriations; however, the Executive Director's or their Designee's approval of use of Catastrophic Legal Event Reserves shall not automatically result in the disbursement of said funds. Subject to the principles of Attorney Client Privilege and the Brown Act, the Executive Director or their Designee's approval must be certified by a majority of the Rent Board Member's at a noticed Board Meeting. The certification shall be accompanied by a budget amendment confirming the nature of the emergency and authorizing the appropriation of reserve funds.
- (3) ***Catastrophic Reserve:*** The Rent Board shall maintain a Catastrophic Reserve equivalent to fifty percent (50%) of any remaining reserve balances after the Operating and Stability Reserve is sufficiently funded at eighteen percent (18%) of current year budgeted expenses. The purpose of the Catastrophic Reserve is to mitigate costs associated with unforeseen emergencies, such as a disaster or catastrophic event. Should unforeseen events occur that require the expenditure of the Rent Board's resources beyond those provided for in the annual budget, the Executive Director or their Designee shall have the authority to approve Catastrophic Reserve appropriations; however, the Executive Director's or their Designee's approval of use of Catastrophic Reserves shall not automatically result in the disbursement of said funds. Rather, the Executive Director or their Designee's approval must be certified by a majority of the Rent Board Member's at a noticed Board Meeting. The certification shall be accompanied by a budget amendment confirming the nature of the emergency and authorizing the appropriation of reserve funds. Should a catastrophic event occur, the required reserve level of fifty percent (50%) of any remaining reserve balances after the Operating and Stability Reserve is sufficiently funded should be adequate to meet the Rent Board's financial needs. For instance, in the event of a natural disaster, the Catastrophic Reserve would provide necessary coverage for basic operating expenses, including costs of relocating of the Richmond Rent Program to another site if the current structure is destroyed and lease costs therein, while still meeting debt service obligations for approximately 90 days. This time frame would enable the Rent Board to seek other available cash alternatives.

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COMPLIANCE:

The Rent Board will measure its compliance with this Policy as of June 30 of each year, or as soon as is practical after final year-end account information becomes available. During the course of the year, Rent Program staff members shall deliver to the Rent Board monthly variance reports, so that the Rent Board may closely monitor its revenues and expenditures to ensure Reserves are, or are projected to be, sufficiently funded and used only in accordance with this Policy.

If, based on staff's analysis and forecasting, the target level of Reserves is or is anticipated to be insufficient based upon the target levels established in this Policy, then during the annual budget process, Fund Balance levels shall be provided to the Rent Board as an aged item for discussion. Should the projected year-end Fund Balance be below the minimum Reserve amount established by this Policy, a plan to replenish the Reserve shall be established based on the requirements outlined in this Policy.

FUNDING OF RESERVES:

Funding of all Reserve targets will generally come from committed funds, excess revenues over expenditures, or one-time revenues.

CONDITIONS FOR USE OF RESERVES:

It is the intent of the Rent Board to limit the use of all Reserves under this Policy to address unanticipated, non-recurring (one-time) needs. Reserves shall not normally be applied to recurring annual operating expenditures. Reserves may, however, be used to allow for the Rent Board to restructure its operations in a deliberate manner (as might be required in an economic downturn), but such use will only take place in the context of an adopted long-term financial plan.

ALLOCATION OF RESERVE FUNDS:

The Rent Board will allocate committed funds, excess revenues over expenditures, or one-time revenue to Reserves by June 30 of each year, or as soon as is practical after final year-end account information becomes available

PERIODIC REVIEW OF RESERVE TARGETS:

Compliance with these sections will be reviewed in conjunction with the annual budget process. At a minimum, during the annual budget process, Rent Program staff members shall review the current and three-year projected Reserves to ensure that they are appropriate given the economic and financial risk factors the Rent Board is subject to.

USE AND REPLENISHMENT OF FUNDS:

The Rent Board's discretionary use of the reserve balances shall be limited by the "Compliance" section of this Policy. Where the Rent Board exercises its direction and appropriates any Reserve Funds consistent with Section (2) of this Policy, the funds shall be replenished in a manner consistent with the following:

- (1) Reserve Funds may be allocated for one-time emergencies (or capital projects deemed appropriate by the Board) only; reserve funds are not to be used for ongoing expenses. Rent Board approval is required before any withdrawals from a reserve fund are initiated.

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- (2) In no event shall the total amount of Reserve Funds, as described in Section (2) of this Policy, exceed twenty-five percent (25%) of the annual budget in any current year. Where the total Reserve Funds either exceed twenty-five percent (25%) of the current year annual budget or are anticipated to exceed twenty-five percent (25%) of the following year's annual budget, the Executive Director or their Designee shall prioritize the use of the excess funds in reducing any subsequent Residential Rental Housing Fee proposal.
- (3) Notwithstanding Section (2), since the majority of Rental Housing Fee revenue is collected in the third and fourth period of the fiscal year (September and October) the Rent Board shall monitor its finances with the intent to end each fiscal year with a fund balance equivalent to a minimum of two months, and maximum of three months, of budgeted expenses for the next fiscal year. These funds shall not be considered part of the Rent Board's reserve balance.