



REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND

AGENDA
Wednesday, May 19, 2021

Link to Rent Board Meeting Agendas and Accompanying Materials:
www.ci.richmond.ca.us/3375/Rent-Board

Board Chair
Virginia Finlay

Board Vice Chair
Shiva Mishek

Boardmembers
Alana Grice Conner
Carole Johnson
Michael Vasilas

**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/82056074052?pwd=cWhCM0xXSzFkKytzclJSL3ZhVVJuZz09>

Step 2: Enter the following password: rentboard

By Telephone:

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

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

Step 2: Webinar ID: 820 5607 4052

International numbers available: <https://us02web.zoom.us/j/82056074052>

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, May 19, 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 April 21, 2021, Regular Meeting of the Richmond Rent Board. *Cynthia Shaw*

F-2. RECEIVE the Fiscal Year 2020-21 Monthly Activity Report through April 2021. *Cynthia Shaw*

F-3. APPROVE amendments to the contract for community legal services with Bay Area Legal Aid, increasing the contract amount by \$75,000 for Fiscal Year 2020-21, and modifying the term to commence on July 1, 2021, through June 30, 2022. *Nicolas Traylor*

F-4. APPROVE an amendment to the contract for community legal services with the Eviction Defense Center, increasing the contract amount by \$125,000 for Fiscal Year 2021-22, to a total not to exceed \$456,244, and modifying the term to commence on July 1, 2021, through June 30, 2022. *Nicolas Traylor*

F-5. APPROVE contract for translation services with The Spanish Group, LLC in an amount not to exceed \$5,100 for the Fiscal Year 2021-22 (July 1, 2021-June 30, 2022). *Nicolas Traylor*

F-6. APPROVE contract for interpretation services with Interpreters Unlimited with a payment limit not to *Nicolas Traylor*

exceed \$6,000 for Fiscal Year 2021-22 (July 1, 2021 – June 30, 2022).

G. RENT BOARD AS A WHOLE

- G-1.** RECEIVE training on the Fair Political Practices Commission. *Charles Oshinuga*

H. REGULATIONS

- H-1.** ADOPT Regulation 609, establishing the 2021 Annual General Adjustment in the amount of 1.6% for tenancies commencing prior to September 1, 2020. *Nicolas Traylor
Charles Oshinuga*

I. REPORTS OF OFFICERS

J. 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: May 19, 2021

Final Decision Date Deadline: May 19, 2021

STATEMENT OF THE ISSUE: The minutes of the April 21, 2021, Regular Meeting of the Richmond Rent Board require approval.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE the minutes of the April 21, 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, April 21, 2021

The Regular Meeting of the Richmond Rent Board was called to order at 5:01 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/82085415783?pwd=eHFYZkJla2JUNzRxcTZvVnRqNlhPZz09>

Password: rentboard

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

Step 2: Webinar ID: 820 8541 5783

International numbers available:

<https://us02web.zoom.us/j/82085415783?pwd=eHFYZkJla2JUNzRxcTZvVnRqNlhPZz09>

Community members who wished to make a public comment were required to submit their comments via email by 3:00 p.m. on Wednesday, April 21, 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: Conner, Finlay, Johnson, Mishek and Vasilas.

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

Absent: None.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

None.

WELCOME AND INTRODUCTIONS

Executive Director Nicolas Traylor welcomed the newly appointed Rent Board members to the Rent Board. Boardmembers and staff also gave brief introductions and provided background information about their roles and expertise working with the community.

SWEARING IN OF NEW BOARDMEMBERS

Rent Board Clerk Cynthia Shaw swore in new Boardmembers Carole Johnson, Shiva Mishek and Michael Vasilas.

ELECT CHAIR AND VICE CHAIR

A motion made by Boardmember Conner to nominate and elect Boardmember Finlay as Rent Board Chair, seconded by Boardmember Vasilas, passed unanimously.

A motion made by Chair Finlay to close nominations and to elect Boardmember Mishek as Rent Board Vice Chair, seconded by Boardmember Johnson, passed unanimously.

PUBLIC FORUM

Cordell Hindler commented by email and by teleconference, to invite the Board to attend the Council of Industries luncheon meeting, held on the third Wednesday in May and the presenters will be Management Partners, who will provide an overview on budget principles. He also invited the Board to attend the Contra Costa Mayor's Conference held on May 6, 2021 at 6:30 PM. He added that Alison McKee, new County Librarian, would provide information about how the Library System became a more vital service during the pandemic and she will provide information on pending service changes in the wake of higher vaccination levels, and other issues of interest regarding libraries in

our cities and towns. He also feels that the public should have the option to attend Rent Board meetings in person. He also feels that it is a good way to interact with people. He also expressed that it has been a year and two months and that he prefers to be in person. He also requested that the topic of stipends for Rent Boardmembers for their service to the community should be considered as a future meeting agenda item in June or July. He also mentioned that other commissions and boards within the City receive some sort of stipend.

Marilyn Langlois welcomed the reappointed Rent Boardmembers Conner and Finlay and she thanked them for all of their service to the community. She added especially Boardmember Finlay, was one of the original Boardmembers since the beginning, who was a part of the huge effort to get all of the Regulations in place. She also welcomed and congratulated the newly appointed Rent Boardmembers Johnson, Mishek and Vasilas. She also added that she looks forward to attending the Rent Board meetings and working with the Board. She also gave a brief introduction, that she is a member of the Richmond Progressive Alliance, which is a part of the Fair and Affordable Richmond Coalition, which put together the Ordinance and brought it to the Richmond Voters to help get it passed, along with ACE, SEIU 1021 and other coalition partners. She also added that she is very excited to see how well this Board and staff have been able to implement the ordinance in a fair way that serves the residence of Richmond, both Tenants and Landlords. She also thanked Board and staff providing information and their great work. She concluded that she looks forward to working with the Board and staff on future endeavors.

BROWN ACT TRAINING

The matter to receive training on the Brown Act and Rosenberg's Rules of Order was presented by Staff Attorney Charles Oshinuga. The presentation included an overview about Government Transparency, which provided the definition of the Brown Act, a meeting, unlawful meetings, types of serial meetings, posting the agenda, description of an agenda item, information about the public's place on the agenda, why does it matter what is listed on the agenda, very limited expectations, definition of Brown Act Closed Session, Penalties and Remedies, Public Records Act, Conflicts of Interest, Rosenberg's Rules of Order, the purpose of the rules, the role of the Chair, basic format for an agenda item, voting, counting Abstain votes, Motions, basic rules about Motions are subject to debate or discussion, Motion to

Reconsider, and Courtesy and Decorum. Discussion ensued. The following individual gave comments by email: Cordell Hindler. No action taken on this item.

RENT BOARD CONSENT CALENDAR

On motion of Boardmember Conner, seconded by Boardmember Johnson, the item(s) marked with an (*) were approved:

*J-1. Approve the minutes of the February 17, 2021, Regular Meeting of the Richmond Rent Board.

*J-2. Approve the minutes of the March 9, 2021, Regular Meeting of the Richmond Rent Board.

RENT BOARD AS A WHOLE

K-1. The matter to receive the Fiscal Year 2020-21 Monthly Activity Report through March 2021 was presented by Deputy Director Paige Roosa. The presentation included the purpose of the monthly activity report, March 2021 highlights, and the recommended action. Discussion ensued. There were no public comments on this item. A motion by Chair Finlay, seconded by Vice Chair Mishek, to receive the Fiscal Year 2020-21 Monthly Activity Report through March 2021, passed by the following vote: **Ayes:** Boardmember Conner, Johnson, Vasilas, Vice Chair Mishek and Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** None.

K-2. The matter to receive the Rent Program FY 2020-21 Monthly Revenue and Expenditure Report through March 2021 was presented by Deputy Director Paige Roosa. The presentation included the purpose of the monthly revenue and expenditure report, summary of period 9 (March) revenue and expenditure report, and the recommended action. Discussion ensued. There were no public comments on this item. A motion by Boardmember Johnson, seconded by Boardmember Conner, to receive the Rent Program FY 2020-21 Monthly Revenue and Expenditure Report through March 2021, passed by the following vote: **Ayes:** Boardmember Conner, Johnson, Vasilas, Vice Chair Mishek and Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** None.

K-3. The matter to receive the budgeted versus actual revenue and expenditures report for the third quarter ending March 31, 2021 was presented by Deputy Director Paige Roosa. The

presentation included the purpose of budgeted versus actual reports, description of variances, and the recommended action. Discussion ensued. There were no public comments on this item. A motion by Boardmember Conner, seconded by Boardmember Johnson, to receive the budgeted versus actual revenue and expenditures report for the third quarter ending March 31, 2021, passed by the following vote: **Ayes:** Boardmember Conner, Johnson, Vasilas, Vice Chair Mishek and Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** None.

APPEALS TRAINING

L-1. The matter to receive training on the Richmond Rent Board Appeals Process was presented by Staff Attorney Charles Oshinuga. The presentation included a general overview of the Appeal process, overview of Rent Board Appeals terms, the Appeal process, Appeal steps, submitting Appeal form, responding to an Appeal, what happens when Appeals are filed, general structure of an Appeal hearing, Appeal hearing that is not De Novo, De Novo Appeal hearing, ruling on an Appeal, and decorum. Discussion ensued. There were no public comments on this item. A motion by Boardmember Vasilas, seconded by Boardmember Johnson, to receive training on the Richmond Rent Board Appeals Process, passed by the following vote: **Ayes:** Boardmember Conner, Johnson, Vasilas, Vice Chair Mishek and Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** None.

REPORTS OF OFFICERS

Executive Director Nicolas Traylor gave a brief report on the upcoming Community Workshop Webinar titled “Navigating the Eviction Process in Richmond”, to be held on Friday, April 23, 2021 from 4-6 pm. He added that it will include information regarding state and local eviction moratorium and Staff Attorney, Palomar Sanchez, will conduct the webinar presentation.

Deputy Director Paige Roosa announced that she will be resigning from the Rent Program to accept a position with the County of Santa Barbara and her last day will be Friday, May 7, 2021. She added that it has been a tremendous honor to have served the City of Richmond in this capacity, over the past 4 ½ years and that she is really confident that the foundation that we’ve laid for the Rent Program will support its continued success for many years to come. She also added that she is very proud of all the accomplishments we have made, the team we have built and she trusts that the Rent Board and the Rent Program Staff will

continue to advance the implementation and enforcement of the Rent Ordinance in the community's interest. She also added that she remains dedicated to the Rent Program's success and on that until her formal last day, May 7th she will continue to be available to answer any questions and assist with the transfer of essential functions. She thanked everyone for the opportunity to serve in this role and she sincerely looks forward to watching the program flourish.

Executive Director Nicolas Traylor acknowledged Deputy Director Paige Roosa and thanked her on the behalf of staff for her service to the community and leadership while serving as the Deputy Director. He added that we all have been extremely lucky to have her as a leader in the agency. He also added that she has been instrumental in helping implement the Rent Ordinance and continued to be very community oriented; making sure that the community was informed and involved about any policies or laws. He also added that she has played a major role in the Rent Program's fiscal sustainability and making it possible for us to act financially independent from the City of Richmond. He also added that she has excellent analytical skills and amazing budget expertise. He wished her the best of luck and that she will be missed.

Staff Attorney Charles Oshinuga and Board Clerk Cynthia Shaw also acknowledged and congratulated Deputy Director Paige Roosa on her new position in Santa Barbara. They thanked her for her service and expressed gratitude for working with her. Staff Attorney Charles Oshinuga added that it has been an honor to work with someone who is extremely gifted with knowledge, who presents impressive work, skills and dedication to the Rent Program and wished her the best of luck.

Boardmembers Conner and Finlay also acknowledged Deputy Director Paige Roosa expressing that it has been an honor working with her the past years. Boardmember Conner added that it has been a pleasure working for her, with her and around her and that, she has such a light presence. She also expressed gratitude to both Nicolas and Paige for welcoming her with open arms when she came to the Rent Board and provided so much information and guidance. She also added that she wishes her the best of luck in Santa Barbara. Chair Finlay added that she exceeds expectations and that she is so proud for her and of her and that, she will be truly missed.

ADJOURNMENT

There being no further business, the meeting adjourned at
7:24 P.M.

Cynthia Shaw
Staff Clerk

(SEAL)

Approved:

Rent Board Chair

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: May 19, 2021

Final Decision Date Deadline: May 19, 2021

STATEMENT OF THE ISSUE: The Monthly Activity Report is designed to provide members of the Rent Board and Richmond community with a quantitative summary of the Rent Program's activities for the month and fiscal year-to-date.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: RECEIVE the Fiscal Year 2020-21 Monthly Activity Report through April 2021 - Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-2.

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**Rent Program
FY2020-21 Monthly Activity Report**

ITEM F-2

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
		Jul-2020	Aug-2020	Sept-2020	Oct-2020	Nov-2020	Dec-2020	Jan-2021	Feb-2021	Mar-2021	Apr-2021	May-2021	June-2021	
		MTD ACTUAL	YTD TOTAL											
3	Public Information & Enrollment Unit													
5	Rent/Eviction Counseling Appointments By Phone	197	195	224	249	191	176	218	185	221	269			2,125
6	Rent/Eviction Counseling Questions Addressed By Email	308	341	135	434	363	242	194	155	166	203			2,541
7	TOTAL RENT/EVICTION COUNSELING APPOINTMENTS	505	536	359	683	554	418	412	340	387	472	-	-	4,666
8	Rent/Eviction Counseling Sessions Conducted in Spanish	105	155	135	217	155	105	157	131	155	155			1,470
12	TOTAL RENT/EVICTION COUNSELING APPOINTMENTS IN A LANGUAGE OTHER THAN ENGLISH	105	155	135	217	155	105	157	131	155	155	-	-	1,470
13	Legal Service Referrals	9	5	15	26	13	7	9	11	9	7			111
14	Mediations Conducted	-	-	-	-	-	-	2	3	1	-			6
15	Assists from Front Office Staff	123	217	172	123	212	179	212	216	66	212			1,732
16	Courtesy Compliance Letters Sent	78	62	8	50	12	27	24	11	2	-			274
17	Community Workshop Attendees	38	40	11	12	39	-	-	127	1	31			299
18	Hard Copy Rent Increase Notices Processed	8	62	22	6	3	5	-	-	4				110
19	Hard Copy Termination of Tenancy Notices Processed	1	-	26	9	3	2	6		11	62			120
20	TOTAL HARD COPY NOTICES PROCESSED	9	62	48	15	6	7	6	-	11	66	-	-	230
22	Billing/Enrollment/Registration Counseling Appointments By Phone	19	119	76	41	22	32	15	14	44	80			462
23	Billing/Enrollment/Registration Counseling Questions Addressed By Email	62	152	73	28	20	71	81	27	25	94			633
24	TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS	81	271	149	69	42	103	96	41	69	174	-	-	1,095
25	Enrollment/Tenancy Registration Packets Mailed	13	108	4	21	-	4	4	55	120	12			341
26	Enrollment Forms Processed	16	19	9	5	1	8	13	12	15	10			108
27	Rental Housing Fee Invoices Generated	175	10,751	672	55	8	247	27	154	207	4,427			16,723
28	Checks Processed	8	148	1,084	142	46	8	21	20	20	23			1,520
29	Checks Returned	1	1	3	5	4	2	2	2	1	2			23
30	Rental Units Discovered Not in Database	3	-	-	1	-	-	-	18	-	1			23
31	Property Information Updated	20	6	55	13	9	9	-	40	8	7			167
32	Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)	135	53	-	15	32	-	194	37	233	194			893
33	Applications for Administrative Determination of Exempt/Inapplicable Status Received	1	16	20	4	2	4	4	2	2	1			56
34	Administrative Determination of Exempt/Inapplicable Status Issued	-	-	4	2	1	4	2	-	3	4			20
35	Declarations of Exemption Processed	-	-	7	-	4	-	7	13	6	23			60
36	LEGAL UNIT													-
37	Public Records Act Requests Received	1	2	-	4	3	2	1	3	1	1			18
38	Owner Move-In Eviction Termination of Tenancy Notices Reviewed	1	-	-	2	1	2	1	2	1	-			10
39	Withdrawal from the Rental Market (Ellis Act) Termination of Tenancy Notices Reviewed	-	-	-	-	-	1	-	-	2	-			3
40	Substantial Repairs Termination of Tenancy Notices Reviewed	-	-	-	-	-	-	-	-	1	-			1
41	Appeal Hearings Held	-	-	-	-	1	-	-	1	-	-			2
42	HEARINGS UNIT													-
43	Consultations with Hearings Unit Coordinator In Person	-	-	-	-	-	-	-	-	-	-			-
45	Consultations with Hearings Unit Coordinator By Phone	21	10	22	17	9	7	9	8	7	2			112
46	Hearings-Related Questions Addressed by Email	73	53	59	34	35	38	31	27	20	15			385
47	TOTAL HEARINGS-RELATED CONSULTATIONS	94	63	81	51	44	45	40	35	27	17	-	-	497
48	MNOI Petitions Received (Attachment A)	1	-	-	1	1	-	-	-	-	-			3
51	Restoration of Denied AGA Petitions Received (Attachment D)	1	-	-	-	-	-	-	-	-	-			1
53	Landlord Petition to Determine Exempt Status Received	-	-	1	1	-	2	1	-	-	-			5
54	TOTAL LANDLORD PETITIONS RECEIVED	2	-	1	2	1	2	1	-	-	-	-	-	9
55	Excess Rent or Failure to Return Sec Dep Petitions Received (Attachment A)	-	1	2	-	-	-	-	-	-	-			3
56	Decrease in Space/Services or Habitability Petitions Received (Attachment B)	1	-	-	-	1	1	-	-	-	2			5
58	Tenant Petition Based on Multiple Grounds	-	-	-	-	1	-	1	1	-	1			4
60	Tenant Petition for Failure to Pay Relocation Payment Petitions Received	1	1	-	-	2	-	1	1	-	-			6
61	TOTAL TENANT PETITIONS RECEIVED	2	2	2	-	4	1	2	2	-	3	-	-	18

**Rent Program
FY2020-21 Monthly Activity Report**

ITEM F-2

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Jul-2020	Aug-2020	Sept-2020	Oct-2020	Nov-2020	Dec-2020	Jan-2021	Feb-2021	Mar-2021	Apr-2021	May-2021	June-2021	
2		MTD ACTUAL	YTD TOTAL											
65	Request for a Continuance of the Hearing Process	-	-	-	3	-	-	1	-	1	1			6
66	Subpoena(s)	-	-	1	-	-	-	-	-	2	-			3
67	TOTAL OTHER PETITIONS RECEIVED	-	-	1	3	-	-	1	-	3	1	-	-	9
68	Decisions Ordered	-	3	-	1	-	1	1	-	1	-			7
69	Cases Settled	2	4	1	1	1	1	4	1	-	1			16
70	Cases Dismissed	-	-	-	1	1	-	1	-	-	-			3
71	Petitions Withdrawn	-	1	-	-	-	-	2	-	1	-			4
72	TOTAL CASES CLOSED	2	8	1	3	2	2	8	1	2	1	-	-	30
73	Appeals Received	-	-	1	-	1	1	1	-	-	-			4
74	Total Open Cases (Tenant Petitions)	18	14	12	10	10	11	5	1	6	5			92
75	Total Open Cases (Landlord Petitions)	3	4	4	4	2	2	2	-	1	-			22
76	Total Open Cases (Other Petitions)	1	-	-	-	-	-	-	-	-	-			1
77	TOTAL OPEN CASES	22	18	16	14	12	13	7	6	7	5	-	-	7
78	Form Submissions													-
79	Agent Authorization	-	-	-	-	-	1	-	-	1	-			2
80	Proof of Excess Rent Refund	-	-	-	-	-	-	-	1	-	3			4
81	Proof of Permanent Relocation Payment	-	-	-	-	-	1	1	2	1	-			5
83	Change in Terms of Tenancy	-	2	25	39	-	-	1	2	2	-			71
84	TOTAL RENT INCREASE NOTICES FILED	58	28	59	46	49	92	125	48	13	8			526
85	Termination of Tenancy - Nonpayment of Rent	-	-	5	111	8	65	28	104	44	29			394
86	Termination of Tenancy - Breach of Lease	9	1	1	8	5	3	9	4	6	-			46
87	Termination of Tenancy - Failure to Give Access	-	-	2	-	-	-	-	-	-	-			2
88	Termination of Tenancy - Nuisance	8	1	-	6	3	1	10	-	5	1			35
89	Termination of Tenancy - Withdrawal from the Rental Market	-	-	-	-	-	-	1	-	-	-			1
90	Termination of Tenancy - Owner Move-In	1	-	-	3	1	1	2	3	2	-			13
91	Termination of Tenancy - Substantial Repairs	-	-	-	-	-	-	-	-	1	-			1
92	Termination of Tenancy - Temporary Tenancy	-	-	-	-	-	-	-	-	1	-			1
93	TOTAL TERMINATION OF TENANCY NOTICES FILED	18	2	8	128	17	70	50	111	59	30	-	-	493

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: May 19, 2021

Final Decision Date Deadline: May 19, 2021

STATEMENT OF THE ISSUE: Since March 2019, Bay Area Legal Aid has held weekly Housing Rights Clinics for low income Richmond Tenants and Landlords pursuant to a contract between the Rent Board and Bay Area Legal Aid commencing March 1, 2019, through June 30, 2020. Contract amendments are necessary to amend the term of the contract and add funds for services in Fiscal Year 2021-22 in accordance with the budget adopted by the Rent Board on March 09, 2021.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE amendments to the contract for community legal services with Bay Area Legal Aid, increasing the contract amount by \$75,000 for Fiscal Year 2020-21, and modifying the term to commence on July 1, 2021, through June 30, 2022 – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

F-3.

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AGENDA REPORT

DATE: May 19, 2021

TO: Chair Finlay and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: THIRD AMENDMENT TO THE CONTRACT WITH BAY AREA LEGAL AID FOR COMMUNITY LEGAL SERVICES

STATEMENT OF THE ISSUE:

Since March 2019, Bay Area Legal Aid has held weekly Housing Rights Clinics for low income Richmond Tenants and Landlords pursuant to a contract between the Rent Board and Bay Area Legal Aid commencing March 1, 2019, through June 30, 2020. Contract amendments are necessary to amend the term of the contract and add funds for services in Fiscal Year 2021-22 in accordance with the budget adopted by the Rent Board on March 09, 2021.

RECOMMENDED ACTION:

APPROVE amendments to the contract for community legal services with Bay Area Legal Aid, increasing the contract amount by \$75,000 for Fiscal Year 2020-21, and modifying the term to commence on July 1, 2021, through June 30, 2022 – Rent Program (Nicolas Traylor 620-6564).

FISCAL IMPACT:

The proposed contract amendments shall be funded by the Fiscal Year 2021-22 Rent Program budget, adopted by the Rent Board on March 09, 2021. The adopted budget allocates \$200,000 for Community Services Agency Contracts, of which \$75,000 is proposed to be used to increase the payment limit for the Board's existing contract with Bay Area Legal Aid.

DISCUSSION:

Background

On November 14, 2018, following termination of the contract between the Rent Board and Centro Legal de la Raza, the Rent Board directed staff to negotiate and execute a contract with a replacement legal service provider. In accordance with the City's procurement process, on November 19, 2018, the Rent Program issued a Request for Proposals for Legal Services. The Rent Program received one proposal from a prospective service provider, Bay Area Legal Aid. Bay Area Legal Aid's Proposal was evaluated by a review committee based on the criteria articulated in the Request for Proposals for Legal Services, and a contract was executed with Bay Area Legal Aid on March 1, 2019, with an original term ending June 30, 2019. The contract has since been amended and expires on June 30, 2021.

Performance

The contract with Bay Area Legal Aid includes a Service Plan comprised of three major components¹:

1. **Activity #1 – Legal Clinic:** Create and Operate a Legal Clinic* in the City of Richmond to provide legal information and assistance regarding housing related legal issues that implicate the Fair Rent, Just Cause, and Homeowner Protection Ordinance (hereinafter, "Rent Ordinance") and accompanying Rules and Regulations. Legal information and assistance will include, but is not limited to, the following issues: evictions, habitability, utilities, security deposits, reasonable accommodations, and other landlord/tenant concerns. Additionally, the Legal Clinic will assist eligible participants in drafting letters and other documents that implicate rights and obligations under the Rent Ordinance and accompanying Regulations. Finally, Contractor shall appoint a supervising attorney to administer the Legal Clinic and ensure that each Legal Clinic is staffed by at least three (3) staff members, including trained interns and/or volunteers. *As necessary to protect community, client, and staff health during the ongoing COVID-19 pandemic, BayLegal may conduct clinics remotely to the extent necessary to comply with public health advisories.

The current contract indicates that Bay Area Legal Aid will provide 47 legal clinics and assist 157 eligible unduplicated participants. Between October 2020 and April 2021 Bay Area Legal Aid held 26 Housing Rights Clinics, at which they served 71 participants.

¹ The following is not a comprehensive list and the reader should look to Attachment 1 for Bay Area Legal Aid's full description of services.

2. **Activity #2 – Supplemental Legal Clinic Services:** Contractor will provide weekly intake sessions for households requiring more in-depth assessments and follow-up that they may not otherwise receive through the Legal Clinic. These services will provide for more enhanced legal consultations that include more in-depth investigation and/or direct counsel intervention. This may include the filing of an administrative petition or submitting pertinent legal documents on behalf of an eligible client, and where feasible, extended legal representation in forums that includes, but is not limited to, mediation, negotiation, administrative hearings, trial, and/or affirmative litigation.

The current contract indicates that Bay Area Legal Aid will provide legal representation related to enforcement of the Rent Ordinance to 16 unduplicated participants. Between October 2020 and April 2021, Bay Area Legal Aid has provided legal representation related to enforcement of the Rent Ordinance to 12 eligible, unduplicated participants, effectively satisfying this service goal. It is anticipated that Bay Area Legal Aid will meet this anticipated service goal by the close of the fiscal year.

3. **Activity #3 – Referrals to Peer Legal Services Organizations:** Develop and implement a referral system whereby Contractor coordinates with other housing legal service providers, other departments/services within Contractor’s organization, and/or legal services organizations to supplement legal services that otherwise cannot be adequately provided under this Contract, with the goal of providing adequate wrap-around support to eligible participants.

The current contract indicates that Bay Area Legal Aid will provide 27 legal referrals to peer service providers, institutional internal services, and/or legal services organizations. Between October 2020 and April 2021, Bay Area Legal Aid has provided 23 referrals, it is anticipated that Bay Area Legal Aid will meet this anticipated service goal by the close of the fiscal year.

Proposed Contract Amendments

Staff members are recommending approval of contract amendments to (1) extend the term of the contract with Bay Area Legal Aid to June 30, 2022 (2) increase the payment limit of the contract by \$75,000 in accordance with the Fiscal Year 2021-22 Rent Program budget.

DOCUMENTS ATTACHED:

Attachment 1 – Third Contract Amendment and Amendment History

Attachment 2 –Original Contract

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**CITY OF RICHMOND F9BH'DFC; F5A
.....CONTRACT AMENDMENT**

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
P.R. No: Vendor No:	P.O./Contract No:
Description of Services:	
Amendment No. ___ modifies the: (2nd or subsequent amendments attach Amendment History page) <input type="checkbox"/> Term, Payment Limit and Service Plan <input type="checkbox"/> Payment Limit and Service Plan <input type="checkbox"/> Term and Service Plan <input type="checkbox"/> Service Plan	

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

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), 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. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council on _____, which **original** term commenced on _____ and terminates _____ with an **original** contract payment limit of \$ _____. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

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

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

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

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

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

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

CONTRACTOR:

By _____

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

Title:

By _____

I hereby certify that the Original Contract and this Amendment have been approved by the _____ or executed by the _____

Title: _____

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

By _____

By: _____

Title: _____

Approved as to form:

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

By _____
~~Attorney~~

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Amendment No. _____

P.O./Contract No. _____

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

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

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

(Insert original contract commencement date)

and it terminates

(Insert new contract termination date)

unless sooner terminated as provided herein."

- 2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$_____. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$_____ including expenses."

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

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

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **second** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

ADDENDUM A
“Bay Area Legal Aid” Contract Amendment FY 2021-22

CONTRACT PROJECT: Bay Area Legal Aid FY2021-22, Scope of Services and Goals.

The additions, omissions, clarifications, and corrections herein shall be made to the Contract Amendment, for Bay Area Legal Aid- Scope of Services and Goals, and shall be included in the scope of work and proposals to be submitted for Fiscal Year 2021-22.

1. Scope of Services

Activity No. 1: Legal Clinic shall state the following (additions in bold):

Create and Operate a **Legal Clinic*** in the City of Richmond to provide legal information and assistance regarding housing related legal issues that implicate the Fair Rent, Just Cause, and Homeowner Protection Ordinance (hereinafter, “Rent Ordinance”) and accompanying Rules and Regulations. Legal information and assistance will include, but is not limited to, the following issues: evictions, habitability, utilities, security deposits, reasonable accommodations, and other landlord/tenant concerns. Additionally, the Legal Clinic will assist eligible participants in drafting letters and other documents that implicate rights and obligations under the Rent Ordinance and accompanying Regulations. Finally, Contractor shall appoint a supervising attorney to administer the Legal Clinic and ensure that each Legal Clinic is staffed by at least three (3) staff members, **including trained interns and/or volunteers. *As necessary to protect community, client, and staff health during the ongoing COVID-19 pandemic, Bay Area Legal Aid may conduct clinics remotely to the extent necessary to comply with public health advisors.**

2. Goals

Activity No. 1: Legal Clinic shall state the following:

During the duration of fiscal year **2021-2021**, Contractor shall conduct at least one legal clinic per week for a total of at least **35 legal clinics**. Additionally, within these legal clinics Contractor shall, at a minimum, provide **one-hundred and five (105)** eligible unduplicated participants with legal information and assistance.

Activity No. 2 Supplemental Legal Clinic Services shall state the following:

During the duration of fiscal year **2021-2022**, Contractor shall, at a minimum, provide **twenty (20)** eligible unduplicated participants with legal representation related to the

enforcement of the Richmond Rent Ordinance **and/or other housing rights pursuant to the law of the City of Richmond.**

Activity No. 3: Referrals to Peer Legal Services Organizations shall state the following:

During the duration of fiscal year **2021-2022**, Contractor shall, at a minimum, provide **thirty-six (36)** legal referrals to peer legal service providers, institutional internal services, and/or legal services organizations.

CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT

Department: Rent Program		Project Manager: Nicolas Traylor	
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us		Project Manager Phone No: 620-6564	
Vendor No: 1571	PR No:	P.O./Contract No: 4689	
Description of Services: Provide legal advice and advocacy to qualifying Low Income Richmond Residents for housing related issues in connection with the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and other applicable Rent Board resolution, regulation, rules, and/or policies.			

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

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

Company Name: Bay Area Legal Aid

Street Address: 1025 Macdonald Avenue

City, State, Zip Code: Richmond, CA 94801

Contact Person: Adam Poe, Managing Attorney

Telephone: (510) 233-9954 ext. 2616 Email: apoe@baylegal.org

Business License No: 4000-8976 Expiration Date: 12-31-19

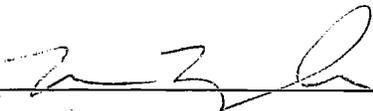
A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation,
 individual dba as [specify:] _____
 other [specify:] _____

2. Term. The effective date of this Contract is March 1, 2019, and it terminates June 30, 2019, unless terminated as provided herein.
3. Payment Limit. RENT BOARD's total payments to Contractor under this Contract shall not exceed \$25,000. RENT BOARD shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the RENT BOARD or Executive Director of the Richmond Rent Program.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. Rent Board Obligations. RENT BOARD shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are

incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

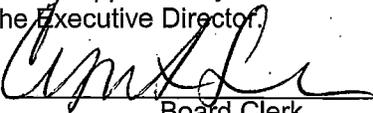
- 6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
- 7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which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

RENT PROGRAM

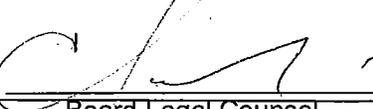


Title: Executive Director

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

By: 
_____ Board Clerk

Approved as to form:

By: 
_____ Board Legal Counsel

CONTRACTOR:


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

By: Genevieve Richardson
Title: President and Executive Director

Date Signed: 2/27/19

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

By: 
_____ Title: Chief financial Officer

Date Signed: 2/27/2019

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

LIST OF ATTACHMENTS:

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

EXHIBIT A
SERVICE PLAN

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

Activity No. 1: **Legal Clinic**

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

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

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

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

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

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

Activity No. 1: Legal Clinic

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

Activity No. 2: Supplemental Legal Clinic Services

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

Activity No. 3: Referrals to Peer Legal Services Organizations

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

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

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

6. **Reports:** Contractor shall submit monthly reports detailing the number of eligible participants served and pertinent data regarding their tenancies and demographics, as described in paragraphs one through four (1-4). These reports shall have client names and addresses redacted to preserve attorney/client privilege, with full records maintained at Contractors' office for review if necessary.

EXHIBIT B
PAYMENT PROVISIONS

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

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated \$6,250 per month, and will submit monthly invoices in accordance with the procedures as provided below.
2. Under no circumstances shall Contractor bill for travel time, unless pre-approved by the Executive Director of the Richmond Rent Program or their designee.
3. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals, etc.) Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the RENT BOARD. Contractor may be required to provide back-up material upon request.
4. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond Finance Department - Accounts Payable
Project Manager: Nicolas Traylor
P.O. Box 4046
Richmond, CA 94804
5. All invoices that are submitted by Contractor shall be subject to the approval of the Executive Director, Nicolas Traylor, before payments shall be authorized.
6. The RENT BOARD will pay invoice(s) within 45 days after completion of services to the RENT BOARD satisfaction. The RENT BOARD shall not pay late fees or interest.
7. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
8. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the RENT BOARD. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

**EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES**

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

1.1 RENT BOARD hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Nicolas Traylor

City Of Richmond Rent Program, 440 Civic Center Plaza, Suite 200

Richmond, CA 94804

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

EXHIBIT D
GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the RENT BOARD, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind RENT BOARD to any obligation or to act as RENT BOARD'S agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, RENT BOARD shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to RENT BOARD within a reasonable time, shall be deemed assigned to RENT BOARD. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to RENT BOARD proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless RENT BOARD from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the Executive Director of the Richmond Rent Program. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, RENT BOARD reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving RENT BOARD's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, RENT BOARD reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license. This paragraph shall not apply to any Know Your Rights materials and/or attorney-work product resulting from this Contract. Contractor further agrees to assist RENT BOARD, not at RENT BOARD's expense, in every proper way to secure the RENT BOARD's in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to RENT BOARD of all pertinent information and data with respect thereto. Contractor shall also assist RENT BOARD in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which RENT

BOARD shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist RENT BOARD in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which RENT BOARD shall deem necessary in order to assign and convey to RENT BOARD, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints RENT BOARD, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the RENT BOARD, the State of California, and the United States Government. If the project or services set forth in Exhibit A shall be performed on RENT BOARD or other public property, RENT BOARD shall have the right to inspect such work without notice. If such project or services shall not be performed on RENT BOARD or other public property, RENT BOARD shall have the right to inspect such work upon reasonable notice, subject to Bay Area Legal Aid's duty to maintain attorney/client privilege and client confidentiality.
6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of RENT BOARD. In the event that the project or services set forth in Exhibit A are also itemized by price, RENT BOARD, in its sole discretion, may, upon notice to Contractor, delete certain items or services set forth in Exhibit A, in which case there shall be a corresponding reduction in the amount of compensation paid to Contractor. Contractor shall, at its own cost and expense, furnish all facilities and equipment necessary for Contractor to complete the project or perform the services required herein, unless otherwise provided in Exhibit A.
7. Records. Contractor shall keep and make available for inspection and copying by authorized representatives of the RENT BOARD, the State of California, and the United States Government, the Contractor's regular business records and such additional records pertaining to this Contract as may be required by the RENT BOARD, subject to Contractor's duty to maintain attorney/client privilege and client confidentiality.

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's 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.

**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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<p>City of Richmond - Insurance Requirements: Professional Services Contractors</p>
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In all instances where CONTRACTOR or its representatives will provide professional services 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.

Minimum coverage is detailed below. Original, signed certificates and original, separate policy endorsements, shall be received and approved by the City before any work may begin.

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

1. Workers' Compensation Insurance as required by the State of California and Employer's Liability
2. Professional Liability or Errors & Omissions Liability insurance appropriate to the CONTRACTOR's profession
3. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001)
4. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)

Required Coverage	Minimum Limits
Workers' Compensation	Statutory. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the Department of Industrial Relations and Self-Insurance, Sacramento, California.
Employers' Liability	\$1,000,000 per accident, per employee for bodily injury or disease
General Liability <i>(primary and excess limits combined)</i>	\$2,000,000 per occurrence for bodily injury and property damage. Includes coverage 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. Policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the CONTRACTOR, its personnel, agents or subcontractors. Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage. Policy shall be endorsed to name the City of Richmond as an additional insured per the language detailed below.
Professional Liability or Errors & Omissions Liability	\$1,000,000 per occurrence with a \$2,000,000 aggregate for bodily injury and property damage. Architects and Engineers coverage shall be endorsed to include contractual liability.

Required Policy Conditions	
A. M. Best Rating	A:VII or Better
Admitted Carrier	Policies must be with carriers admitted to do business in California.
Waiver of Subrogation endorsement	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage during the life of this contract. SAMPLE Endorsements attached.
Additional Insured Endorsement	Liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include the City of Richmond, its officers, officials, employees, agents and volunteers as Additional Insureds but only with respect to the CONTRACTOR's activities to be performed under this Contract. ISO form CG 1020 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement must not exclude products and completed operations

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

	<i>coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements are attached.</i>
Primary and Noncontributory Endorsement	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.
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.

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.

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, 1401 Marina Way South, Richmond, CA 94804.

Insurance certificates and endorsements may be faxed to (510) 620-6811. However, original certificates and endorsements mailed to the above address must follow any faxed certificates or endorsements.

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 address noted above.

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.

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YY)

PRODUCER	<p>THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>
INSURED	<p>INSURERS AFFORDING COVERAGE</p> <p>INSURER A: _____</p> <p>INSURER B: _____</p> <p>INSURER C: _____</p> <p>INSURER D: _____</p> <p>INSURER E: _____</p>

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS												
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXPENSE (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$												
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$												
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$												
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				<table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center;">WC STATU-TORY LIMITS</td> <td style="width: 20%; text-align: center;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$</td> </tr> </table>		WC STATU-TORY LIMITS	OTHER	E.L. EACH ACCIDENT		\$	E.L. DISEASE - EA EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
	WC STATU-TORY LIMITS	OTHER															
E.L. EACH ACCIDENT		\$															
E.L. DISEASE - EA EMPLOYEE		\$															
E.L. DISEASE - POLICY LIMIT		\$															
	OTHER																

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

**SAMPLE Endorsements
Preferred form**

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED—OWNERS, LESSEES OR
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

SAMPLE Endorsements

Acceptable form when combined with CG 20 37 10 01

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF INSURANCE (DESIGNATED PROJECT OR PREMISES)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Project Or Premises:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of your ongoing operations performed for the insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

1. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than contractor or subcontractor engaged in performing operations for a principal as part of the same project.

CG 20 10 10 01

ISO Properties, Inc., 2000

Page 1 of 1

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

SAMPLE Endorsements

Acceptable form when combined with CG 20 10 10 01

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERICAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Location And Description of Completed Operations:

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of “your work” at the location designated and described in the Schedule of this endorsement performed for that insured and included in the “products-completed operations hazard.”

CG 20 37 10 01

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Page 1 of 1

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

**SAMPLE Endorsement
Waiver of Subrogation – Workers' Compensation**

Reproduction of State Compensation
Insurance Fund Form

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CALIFORNIA 94101

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

POLICY NUMBER:
CERTIFICATE EXPIRES:

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days' written notice to the employer.

We will give you 30 days' advance notice should this policy be canceled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. 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.

PRESIDENT

(Note: following text is typewritten addition to printed form)

THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST (ENTITY) _____, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: _____

ENDORSEMENT #2065 ENTITLED 30 DAY CANCELLATION NOTICE EFFECTIVE IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

LIABILITY OF THE STATE COMPENSATION INSURANCE FUND IS LIMITED TO _____ FOR ALL DAMAGES FOR ONE OR MORE CLAIMS RESULTING FROM EACH ACCIDENT OF OCCURRENCE ARISING OUT OF ANY ONE EVENT.

EMPLOYER

**City of Richmond - Insurance Requirements:
Professional Services Contractors**

**SAMPLE Endorsement
Waiver of Subrogation - Liability**

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OCP LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: May 19, 2021

Final Decision Date Deadline: May 19, 2021

STATEMENT OF THE ISSUE: Since February 2018, The Eviction Defense Center has had the full-time equivalent of one attorney and one part-time paralegal dedicated to Richmond eviction cases. The current contract expires on June 30, 2021. Contract amendments are necessary to extend the term of the contract, add funds for services in Fiscal Year 2021-22 in accordance with the budget adopted by the Rent Board on March 9, 2021, and modify the Service Plan to reflect the proposed amendment to the term beginning July 1, 2021.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE an amendment to the contract for community legal services with the Eviction Defense Center, increasing the contract amount by \$125,000 for Fiscal Year 2021-22, to a total not to exceed \$456,244 , and modifying the term to commence on July 1, 2021, through June 30, 2022 – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

F-4.

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AGENDA REPORT

DATE: May 19, 2021

TO: Chair Finaly and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: FOURTH AMENDMENT TO THE CONTRACT WITH THE EVICTION DEFENSE CENTER FOR COMMUNITY LEGAL SERVICES

STATEMENT OF THE ISSUE:

Since February 2018, The Eviction Defense Center has had the full-time equivalent of one attorney and one part-time paralegal dedicated to Richmond eviction cases. The current contract expires on June 30, 2021. Contract amendments are necessary to extend the term of the contract, add funds for services in Fiscal Year 2021-22 in accordance with the budget adopted by the Rent Board on March 9, 2021, and modify the Service Plan to reflect the proposed amendment to the term beginning July 1, 2021.

RECOMMENDED ACTION:

APPROVE an amendment to the contract for community legal services with the Eviction Defense Center, increasing the contract amount by \$125,000 for Fiscal Year 2021-22, to a total not to exceed \$456,244¹, and modifying the term to commence on July 1, 2021, through June 30, 2022 – Rent Program (Nicolas Traylor 620-6564).

FISCAL IMPACT:

The proposed contract amendments shall be funded by the Fiscal Year 2021-22 Rent Program budget, adopted by the Rent Board on March 9, 2021. The adopted budget allocates \$200,000 for Community Services Agency Contracts, of which \$125,000 is proposed to be used to increase the payment limit for the Board's existing contract with the Eviction Defense Center.

¹ Amount is the ongoing total from the Original Contract, February 1, 2018. See Attachment 1 for contract payment history.

DISCUSSION:

Background

On Wednesday, June 21, 2017, the Rent Board directed staff to negotiate and execute legal services contracts. In accordance with the City’s procurement policies, a Request for Qualifications and Proposals was released on August 11, 2017. Proposals were reviewed by a panel of stakeholders and staff. A contract was executed with the Eviction Defense Center on February 1, 2018, with an original term ending June 30, 2018.

Performance

In accordance with the amended contract approved by the Rent Board on June 17, 2020, The Eviction Defense Center is compensated \$10,416 annually to serve a minimum of 30 Richmond tenants per month following a referral from a Rent Program staff member. Tenants receive pre-litigation counseling and a review of documents with appropriate legal response and/or full representation in court at their unlawful detainer hearing.

The Eviction Defense Center submits reports on a monthly basis detailing the number of clients served and pertinent data regarding their tenancies and demographics. Full records are maintained at the Eviction Defense Center office for review.

The table below contains a summary of the number of Richmond Tenants served by the Eviction Defense Center during the 2020-21 fiscal year through April 2021. The contract commenced October 2020, because of the pandemic. Between the contract term October 2020 and May 2021, the Eviction Defense Center served an average of 50 clients per month, 20 more clients than is currently required in the existing contract.

Clients Served by the Eviction Defense Center, Fiscal Year 2020-21

Month	Total Clients Served (Minimum Per Contact is 30)
October 2020	52
November 2020	42
December 2020	47
January 2021	34
February 2021	49
March 2021	58
April 2021	72

Proposed Contract Amendments

Staff members are recommending approval of contract amendments to (1) extend the term of the contract with the Eviction Defense Center to June 30, 2022 (with the amended contract commencing on July 1, 2021) and (2) increase the payment limit of the contract by \$125,000 in accordance with the Fiscal Year 2021-22 Rent Program budget.

DOCUMENTS ATTACHED:

Attachment 1 – Fourth Contract Amendment and Amendment History

Attachment 2 – Original Contract

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**ITEM F-4
ATTACHMENT 1**

**CITY OF RICHMOND F9BH'DFC; F5 A
.....CONTRACT AMENDMENT**

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
P.R. No: Vendor No:	P.O./Contract No:
Description of Services:	
Amendment No. ___ modifies the: (2nd or subsequent amendments attach Amendment History page) <input type="checkbox"/> Term, Payment Limit and Service Plan <input type="checkbox"/> Payment Limit and Service Plan <input type="checkbox"/> Term and Service Plan <input type="checkbox"/> Service Plan	

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

1. Parties. The parties to this Contract Amendment are the City of Richmond Rent Board, (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. Purpose. This Contract Amendment is being entered into to amend the Contract between Rent Board and Contractor which was approved by the Rent Board or executed by the Executive Director on _____, which **original** term commenced on _____ and terminates _____ with an **original** contract payment limit of \$ _____. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

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

**ITEM F-4
ATTACHMENT 1**

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

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

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

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

CITY OF RICHMOND RENT BOARD:

CONTRACTOR:

By: _____

Title: Executive Director

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

By: _____
Rent Board Clerk

Approved as to form:

By: _____
Staff Attorney

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

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

By: _____

Title: _____

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

By: _____

Title: _____

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

Amendment No. _____

P.O./Contract No. _____

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

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

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

(Insert original contract commencement date)

and it terminates

_____.
(Insert new contract termination date)

unless sooner terminated as provided herein."

- 2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$_____. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. Rent Board's total payments to Contractor under this Contract shall not exceed \$_____ including expenses."

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

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

Amendment No. _____ P.O./Contract No. _____

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **second** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

**CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT**

Department: Rent Program	Project Manager: Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: 620-6564
Vendor No: <u>13140</u> PR No: 21800884	P.O./Contract No: <u>4160</u>
Description of Services: Provide Eviction Defense Services to Richmond Tenants.	

- The parties to this STANDARD CONTRACT do mutually agree and promise as follows:
- Parties.** The parties to this Contract are the City Of Richmond Rent Board (herein referred to as the "City") and the following named Contractor:

Company Name: The Eviction Defense Center

Street Address: 350 Frank Ogawa Plaza, Suite 703

City, State, Zip Code: Oakland, CA 94612

Contact Person: Anne Tamiko Omura

Telephone: 510-452-4541

Email: tamiko23@sbcglobal.net

Business License No: 4005-6623

Expiration Date: 02/14/2019

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

- Term.** The effective date of this Contract is February, 01 2018, and it terminates June 30, 2018, unless terminated as provided herein.
- Payment Limit.** City's total payments to Contractor under this Contract shall not exceed \$37,500. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the Rent Board or Executive Director.
- 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.
- 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.

**ITEM F-4
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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 PROGRAM

By: _____

Title: Executive Director

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

By: _____

Board Clerk

Approved as to form:

By: _____

Board Legal Counsel

CONTRACTOR:

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

By: _____

Title: EXECUTIVE DIRECTOR + CFO

Date Signed: 3/20/18

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

By: _____

Title: CFO

Date Signed: 3/20/18

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

LIST OF ATTACHMENTS:

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

Standard Contract/EJ/TE 9-26-07

**EXHIBIT A
SERVICE PLAN**

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

The Eviction Defense Center will have the full-time equivalent of one attorney dedicated to Richmond cases and a part-time paralegal/case manager.

The Eviction Defense Center will be compensated \$6,250 per month, and will submit monthly invoices in accordance with Exhibit B. With this funding, the Eviction Defense Center shall anticipate serving a minimum of 15 Richmond tenants per month following referral from a Rent Program staff member. These tenants will receive pre-litigation counseling and review of documents with appropriate legal response and/or full representation in court at their unlawful detainer hearing.

In determining which tenants qualify for free legal services, the Eviction Defense Center will utilize the HUD guidelines to identify "low income" households in Contra Costa County. The Eviction Defense Center will use a sliding scale based on these income guidelines, as to not deny services to households who do not qualify as "low income."

The Eviction Defense Center will create an intake form to track client data. This form shall include, at a minimum, the client's name, address, contact information, race/ethnicity (optional), date of birth, language or other access to justice issues, monthly income and source, household information, monthly rent, landlord name, security deposit, move-in date, last time rent was paid/accepted, the type of notice the Tenant received, a description of the housing problem, and the client's goals. This form may also be used by Rent Program staff to make a direct referral to the Eviction Defense Center. The form may be faxed to the Eviction Defense Center with a follow-up call or email to confirm receipt.

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

Under no circumstances shall the Eviction Defense Center bill for travel time, unless pre-approved by the Executive Director or their designee.

**EXHIBIT B
PAYMENT PROVISIONS**

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

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc.) Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond Finance Department - Accounts Payable

Project Manager: Nicolas Traylor

P.O. Box 4046
Richmond, CA 94804

4. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, Nicolas Traylor, before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

**EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES**

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

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

Nicolas Traylor

City Of Richmond Rent Program

440 Civic Center Plaza, Suite 200

Richmond, CA 94804

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

EXHIBIT D
GENERAL CONDITIONS

1. **Independent Contractor.** Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the City, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind City to any obligation or to act as City's agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, City shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. **Brokers.** Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. **City Property.** The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to City within a reasonable time, shall be deemed assigned to City. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to City proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless City from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. **Patents, Trademarks, Copyrights and Rights in Data.** Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the City Manager. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, City reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving City's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, City reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell,

import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license.

Contractor further agrees to assist City, at City's expense, in every proper way to secure the City's rights in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to City of all pertinent information and data with respect thereto. Contractor shall also assist City in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which City shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, to waive such rights. Contractor shall further assist City in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which City shall deem necessary in order to assign and convey to City, and any assigns and nominees the sole and exclusive right, title and interest in and to any patents, trademarks, copyrights or other intellectual property rights relating thereto. Contractor further agrees that its obligation to execute or cause to be executed, when it is in Contractor's power to do so, any such instruments or papers shall continue during and at all times after the end of Contractor's services and until the expiration of the last such intellectual property right. Contractor hereby irrevocably designates and appoints City, and its duly authorized officers, agents and servants, as its agent and attorney-in-fact, to act for and in its behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright and other registrations. This power of attorney is coupled with an interest and shall not be affected by Contractor's subsequent incapacity.

5. Inspection. Contractor's performance, place of business and records pertaining to this Contract are subject to monitoring, inspection, review and audit by authorized representatives of the CITY, the State of California, and the United States Government.

If the project or services set forth in Exhibit A shall be performed on City or other public property, City shall have the right to inspect such work without notice. If such project or services shall not be performed on City or other public property, City shall have the right to inspect such work upon reasonable notice.

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

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

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

Contractor shall retain all documents pertaining to this Contract for a period of four (4) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, contractor shall make these records available to authorized representatives of the CITY, the State of California, and the United States Government.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The Contractor's accounting and control systems shall be satisfactory to City. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The City shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least four (4) years after the termination of this Contract, or for such longer period as may be required by law.

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the four (4) 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 four (4) years after the termination of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

15. Indemnification.

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

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For the Contract between the City of
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- indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.
- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.
- (c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.
16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility for the safety of Contractor's employees and any subContractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.
17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the City. No official or employee of the City

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Richmond Rent Board and

shall be personally liable for any default or liability under this Contract.

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

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

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

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

- 20. Limitations upon Subcontracting and Assignment.** This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated

under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the City Council or its designee.

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

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of

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Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and
- City reserves the right to employ other Contractors in connection with the project.
25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.
26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.
27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.

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Richmond Rent Board and

28. **Confidentiality.** Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:
- All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.
- No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.
29. **Third Parties.** Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. **Governing Law.** This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. **Claims.** Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
33. **Interpretation.** This Contract shall be interpreted as if drafted by both parties.
34. **Warranty.** In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.

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35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, City and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view

toward effecting the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.

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

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

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

39. Performance and Final Acceptance.

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

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

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

**ITEM F-4
ATTACHMENT 2**

For the Contract between the City of
Richmond Rent Board and

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

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

**ITEM F-4
ATTACHMENT 2**

For the Contract between the City of
Richmond Rent Board and

**EXHIBIT E
SPECIAL CONDITIONS**

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

**ITEM F-4
ATTACHMENT 2**

For the Contract between the City of
Richmond Rent Board and

**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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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: May 19, 2021

Final Decision Date Deadline: May 19, 2021

STATEMENT OF THE ISSUE: During April 2020, the City, acting as the Rent Board, solicited quotes from qualified service providers in accordance with the City's procurement policies and entered into a contract with The Spanish Group, LLC to provide translation services to the Rent Program. Staff members are requesting Board approval of the first amendment to the contract to extend the term through June 30, 2022, and increase the payment limit by \$5,100 of budgeted funds to cover anticipated expenses in Fiscal Year 2021-22.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE contract for translation services with The Spanish Group, LLC in an amount not to exceed \$5,100 for the Fiscal Year 2021-22 (July 1, 2021-June 30, 2022) - Rent Program (Nicolas Traylor- 620-6564).

AGENDA ITEM NO:

F-5.



AGENDA REPORT

DATE: May 19, 2021

TO: Chair Finlay and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: FIRST AMENDMENT WITH SPANISH GROUP, LLC TO CONTRACT FOR TRANSLATION SERVICES

STATEMENT OF THE ISSUE:

During April 2020, the City, acting as the Rent Board, solicited quotes from qualified service providers in accordance with the City's procurement policies and entered into a contract with The Spanish Group, LLC to provide translation services to the Rent Program. Staff members are requesting Board approval of the first amendment to the contract to extend the term through June 30, 2022, and increase the payment limit by \$5,100 of budgeted funds to cover anticipated expenses in Fiscal Year 2021-22.

RECOMMENDED ACTION:

APPROVE contract for translation services with The Spanish Group, LLC in an amount not to exceed \$5,100¹ for the Fiscal Year 2021-22 (July 1, 2021-June 30, 2022) - Rent Program (Nicolas Traylor- 620-6564).

FISCAL IMPACT:

The Fiscal Year 2021-22 Rent Program budget, adopted by the Rent Board on March 09, 2021, allocates \$5,100 for translation services to obtain the requested deliverables. Staff members anticipate awarding The Spanish Group, LLC as the qualified vendor to provide services in a total contract amount not to exceed \$14,100.

¹ Amount is the ongoing total from the Original Contract, July 1, 2020. See Attachment 1 for payment history.

DISCUSSION:

Background

During April 2020, the City, acting as the Rent Board, solicited quotes from qualified service providers in accordance with the City's procurement policies and entered into a contract with The Spanish Group, LLC to provide translation services to the Rent Program.

In June 2020, the Executive Director approved a short form original contract to commence the term through June 30, 2021. Staff members are requesting Board approval of a first amendment to the contract to extend the term through June 30, 2022, and increase the payment limit by \$5,100 of budgeted funds to cover anticipated expenses in Fiscal Year 2020-21.

The Spanish Group, LLC provides timely translation of a wide range of documents produced by the Rent Program through a convenient, easy-to-navigate interface. Staff members are satisfied with the company's performance to date and desire to continue working with The Spanish Group, LLC.

DOCUMENTS ATTACHED:

Attachment 1 – First Contract Amendment and Scope of Services

Attachment 2 – Original Contract

**ITEM F-5
ATTACHMENT 1**

**CITY OF RICHMOND F9BH'DFC; F5 A
.....CONTRACT AMENDMENT**

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
P.R. No: Vendor No:	P.O./Contract No:
Description of Services:	
Amendment No. ___ modifies the: (2nd or subsequent amendments attach Amendment History page) <input type="checkbox"/> Term, Payment Limit and Service Plan <input type="checkbox"/> Payment Limit and Service Plan <input type="checkbox"/> Term and Service Plan <input type="checkbox"/> Service Plan	

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

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), 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. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council on _____, which **original** term commenced on _____ and terminates _____ with an **original** contract payment limit of \$ _____. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

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

**ITEM F-5
ATTACHMENT 1**

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

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

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

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

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

CONTRACTOR:

By _____

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

Title:

By _____

I hereby certify that the Original Contract and this Amendment have been approved by the _____ or executed by the _____

Title: _____

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

By _____

By: _____

Title: _____

Approved as to form:

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

By _____
~~Attorney~~

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Amendment No. _____

P.O./Contract No. _____

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

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

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

(Insert original contract commencement date)

and it terminates

(Insert new contract termination date)

unless sooner terminated as provided herein."

- 2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$_____. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$_____ including expenses."

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

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

Contract Amendment between the City of Richmond and _____

Amendment No. _____

P.O./Contract No. _____

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **second** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

**RICHMOND RENT BOARD
SHORT FORM CONTRACT**

**ITEM F-5
ATTACHMENT 2**

Agency: Rent Board	Project Manager: Paige Roosa
Project Manager E-mail: paige_roosa@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6537
PR No: Vendor No: 14520	P.O./Contract No:
Description of Services: Provide written translation services.	

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

(Company) The Spanish Group LLC

(Street Address) 1 Park Plaza, Suite 600

(City State, Zip Code) Irvine, CA 92614-5987

(Contract Person) Salvador Ordorica

(E-mail) salvador@thespanishgroup.org

(Telephone) (800) 460-1536

(Fax Number) _____

Richmond Business License No. 40060210

Expiration Date: 06/04/2021

2. **Term.** The effective date of this Agreement is July 1, 2020 and it terminates June 30, 2021 unless sooner terminated as provided herein.

3. **Payment Limit.** Board's total payment to Contractor under this Agreement shall not exceed **(\$10,000.00)** including expenses unless a contract amendment has been approved by the Rent Board or Executive Director.

4. **Board's Obligations.** Board shall pay the Contractor a not to exceed amount of \$ 9,000.00 as total payment for all services rendered.

5. **Location of Services.** Contractor shall perform the services set forth herein at the following location:
1 Park Plaza, Suite 600

Irvine, CA 92614-5987

6. **Contractor's Obligations.**

To the satisfaction of the Board's Project Manager, Contractor shall provide the following services:
Provide written translation services

7. **Supplemental Conditions.** This Contract is subject to the Supplemental Conditions and Special Conditions (if applicable) attached hereto, which are incorporated herein by this reference.

8. **Insurance Provisions.** This Contract is subject to the Insurance Provisions which are attached hereto and are incorporated herein by this reference.

9. **Signatures.** These signatures attest the parties' agreement hereto:

RENT BOARD

CITY OF RICHMOND, CA:
a municipal corporation

By:  Signature
Executive Director or Designee

CONTRACTOR:

By:  Signature
Date: June 22, 2020

**ITEM F-5
ATTACHMENT 2**

**For the Contract between the City of
Richmond Rent Board and**

The Spanish Group LLC

SUPPLEMENTAL CONDITIONS

1. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the Board as to the result of his work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the Board. Contractor shall be entirely responsible for the compensation of any assistants used by Contractor in providing said services.
2. This Contract shall automatically terminate when the total accumulated compensation paid or due to Contractor under this Contract reaches \$10,000.00. The Board shall not be responsible for compensating Contractor for any amounts in excess of \$10,000.00.
3. Either the Board or Contractor may cancel this Contract at any time upon giving the other party ten (10) days' written notice of such cancellation. In the event of cancellation, the Board shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's cancellation.
4. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the Board.
5. Contractor shall indemnify, defend and hold the Board harmless from and against all claims, demands and causes of action for injury, death or damage to any person or property which may arise or result from the contractor's performance of this Contract or from acts or omissions of any person(s) employed by Contractor.
6. Contractor agrees to observe all applicable laws including, but not limited to, the provisions of Section 2.28.030 of the Municipal Code of the City of Richmond obligating every contractor or subcontractor under a contract or subcontract to the City of Richmond for public works or for goods or service to refrain from discriminatory employment practices on the basis of the race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor.
7. Pursuant to Chapter 7.04 and Section 7.04.160 (f) of the Municipal Code of the City of Richmond, if this Contract does not exceed five thousand dollars (\$5,000.00) and if the Contractor does not make more than five thousand dollars (\$5,000.00) within the City of Richmond during the fiscal year, then the Contractor shall be exempt from obtaining a City of Richmond business license.
8. If this Contract does exceed five thousand dollars (\$5,000.00), or if Contractor does make more than five thousand dollars (\$5,000.00) within the City of Richmond during the fiscal year, then a City of 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.

**ITEM F-5
ATTACHMENT 2**

**For the Contract between the City of
Richmond Rent Board and**

The Spanish Group LLC

SPECIAL CONDITIONS

The Supplemental Conditions of the Short Form Contract are hereby amended to include the following modifications:

**ITEM F-5
ATTACHMENT 2**

**For the Contract between the City of
Richmond Rent Board and**

The Spanish Group LLC

INSURANCE PROVISIONS

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

**ITEM F-5
ATTACHMENT 2**

**For the Contract between the City of
Richmond Rent Board and**

The Spanish Group LLC

INSURANCE PROVISIONS

1. Insurance Requirements – During the Term of this Contract, the City's Insurance Requirements are hereby waived.
2. Waiver of Liability – As a condition of this Contract, the Contractor, its officers, agents and employees, hereby waive any and all rights to seek recovery for loss or damages of any kind against the Board or City of Richmond, its officers, agents, and employees arising out of the goods or services provided under this Contract. This waiver of liability shall survive the expiration or termination of this Contract.

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: May 19, 2021

Final Decision Date Deadline: May 19, 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. On March 1, 2021, in accordance with the City's procurement policies, the Rent Program entered into a contract with Interpreters Unlimited, to provide interpretation services to the agency through June 30, 2021, with a payment limit not to exceed \$3,000. Staff members are requesting Rent Board approval of the first amendment to the contract to extend the term through June 30, 2022, and increase the payment limit by \$6,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2021-22.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE contract for interpretation services with Interpreters Unlimited with a payment limit not to exceed \$6,000 for Fiscal Year 2021-22 (July 1, 2021 – June 30, 2022) – Rent Program (Nicolas Traylor - 620-6564).

AGENDA ITEM NO:

F-6.

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AGENDA REPORT

DATE: May 19, 2021

TO: Chair Finlay and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: FIRST AMENDMENT 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. On March 1, 2021, in accordance with the City's procurement policies, the Rent Program entered into a contract with Interpreters Unlimited, to provide interpretation services to the agency through June 30, 2021, with a payment limit not to exceed \$3,000. Staff members are requesting Rent Board approval of the first amendment to the contract to extend the term through June 30, 2022, and increase the payment limit by \$6,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2021-22.

RECOMMENDED ACTION:

APPROVE contract for interpretation services with Interpreters Unlimited with a payment limit not to exceed \$6,000 for Fiscal Year 2021-22 (July 1, 2021 – June 30, 2022) – Rent Program (Nicolas Traylor - 620-6564).

FISCAL IMPACT:

The Fiscal Year 2021-22 Rent Program budget, adopted by the Rent Board on March 9, 2021, allocates \$6,000 for interpretation services to obtain the requested deliverables. Staff members anticipate awarding Interpreters Unlimited as the qualified vendor to provide services in a total contract amount not to exceed \$6,000.

DISCUSSION:

Background

In November 2020, staff members issued a request for proposals (RFP) for interpretation services to be utilized by Hearings and Public Information Units. On February 17, 2021, the Board approved a contract for interpretation services with Interpreters Unlimited with payment limit not to exceed \$3,000 for the term March 1, 2021, through June 30, 2021. Staff members are requesting Rent Board approval of a first amendment to the contract to extend the term through June 30, 2022, and increase the payment limit by \$6,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2021-22.

Interpreters Unlimited provides certified, accredited interpreters accessible onsite, telephone or video conference as requested by Rent Board staff, to provide interpretation services for Petition Hearings, Appeal Hearings, Counseling Sessions and Community Workshops or similar events.

Conclusion

Staff members recommend approval of a contract for interpretation services with Interpreters Unlimited, with a payment limit not to exceed \$6,000 for Fiscal Year 2021-22 (July 1, 2021 – June 30, 2022).

DOCUMENTS ATTACHED:

Attachment 1 – First Contract Amendment and Scope of Services

Attachment 2 – Original Contract

**ITEM F-6
ATTACHMENT 1**

**CITY OF RICHMOND F9BH'DFC; F5 A
.....CONTRACT AMENDMENT**

Department:	Project Manager:
Project Manager E-mail:	Project Manager Phone No:
P.R. No: Vendor No:	P.O./Contract No:
Description of Services:	
Amendment No. ___ modifies the: (2nd or subsequent amendments attach Amendment History page) <input type="checkbox"/> Term, Payment Limit and Service Plan <input type="checkbox"/> Payment Limit and Service Plan <input type="checkbox"/> Term and Service Plan <input type="checkbox"/> Service Plan	

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

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), 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. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council on _____, which **original** term commenced on _____ and terminates _____ with an **original** contract payment limit of \$ _____. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

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

**ITEM F-6
ATTACHMENT 1**

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

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

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

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

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

CONTRACTOR:

By _____

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

Title:

By _____

I hereby certify that the Original Contract and this Amendment have been approved by the _____ or executed by the _____

Title: _____

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

By _____

By: _____

Title: _____

Approved as to form:

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

By _____

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Amendment No. _____

P.O./Contract No. _____

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

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

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

(Insert original contract commencement date)

and it terminates

(Insert new contract termination date)

unless sooner terminated as provided herein."

- 2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$_____. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$_____ including expenses."

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

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

Amendment No. _____ P.O./Contract No. _____

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **second** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **third** Contract Amendment was approved by the Rent Board or executed by the Executive Director on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on _____ for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ _____ for a payment limit not to exceed \$ _____.
- Term Amendment (insert new termination date): _____
- Service Plan

**CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT**

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

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

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

Company Name: **Interpreters Unlimited**

Street Address: **10650 Treena Street, Suite 308**

City, State, Zip Code: **San Diego, CA 92131**

Contact Person: **Shamus Sayed**

Telephone: **(858) 866-1130** Email: shamus.sayed@iugroup.com

Business License No:

Expiration Date:

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

2. Term. The effective date of this Contract is **March 1, 2021** and it terminates **June 30, 2021**, unless terminated as provided herein.
3. Payment Limit. Rent Board's total payments to Contractor under this Contract shall not exceed **\$3,000**. Rent Board shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the Rent Board or Executive Director.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. Rent Board Obligations. Rent Board shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

**ITEM F-6
ATTACHMENT 2**

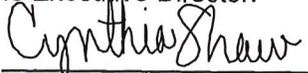
- 6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
- 7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which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

By: 

Executive Director

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

By: 

Board Clerk

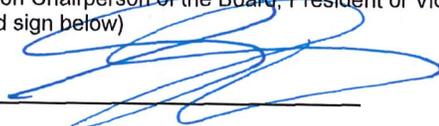
Approved as to form:

By: Digitally signed by Charles Oshinuga
DN: cn=Charles Oshinuga, o, ou, email=charles_oshinuga@cl.richmond.ca.us, c=US
Date: 2021.03.02 16:37:25 -08'00'

Board Legal Counsel

CONTRACTOR:

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

By: 

Title: Vice President

Date Signed: 02/26/2021

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

By: 

Title: Secretary

Date Signed: 02/26/2021

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

LIST OF ATTACHMENTS:

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

ITEM F-6 ATTACHMENT 2

For the Contract between the City of
Richmond Rent Board and

INTERPRETERS UNLIMITED

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.

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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).

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For the Contract between the City of
Richmond Rent Board and

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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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For the Contract between the City of
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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

ITEM F-6 ATTACHMENT 2

For the Contract between the City of
Richmond Rent Board and

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.

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ATTACHMENT 2**

For the Contract between the City of
Richmond Rent Board and

INTERPRETERS UNLIMITED

**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

**ITEM F-6
ATTACHMENT 2**

For the Contract between the City of
Richmond Rent Board and

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**EXHIBIT E
SPECIAL CONDITIONS**

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

THIS SECTION NOT APPLICABLE

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For the Contract between the City of
Richmond Rent Board and

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EXHIBIT F
INSURANCE PROVISIONS

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

EXHIBIT D
GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the RENT BOARD, but rather an independent Contractor. This Contract shall not be construed to create an agency, servant, employee, partnership, or joint venture relationship. As an independent Contractor, Contractor shall have no authority to bind RENT BOARD to any obligation or to act as RENT BOARD'S agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, RENT BOARD shall not withhold state or federal income taxes, the reporting of which shall be Contractor's sole responsibility.
2. Brokers. Contractor acknowledges, represents and warrants that Contractor has not hired, retained or agreed to pay any entity or person any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
3. City Property. The rights to applicable plans, drawings, reports, calculations, data, specifications, videos, graphics or other materials prepared for or obtained pursuant to this Contract, which, upon request, are to be delivered to RENT BOARD within a reasonable time, shall be deemed assigned to RENT BOARD. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to RENT BOARD proprietary software or data which Contractor has developed or had developed for Contractor's own use; provided, however, that Contractor shall, pursuant to Section 15 below, indemnify, defend and hold harmless RENT BOARD from and against any discovery or Public Records Act request seeking the disclosure of such proprietary software or data.
4. Patents, Trademarks, Copyrights and Rights in Data. Contractor shall not publish or transfer any materials, discoveries, developments, concepts, designs, ideas, know how, improvements, inventions and/or original works of authorship resulting from activities supported by this Contract without the express prior written consent of the Executive Director of the Richmond Rent Program. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, RENT BOARD reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving RENT BOARD'S prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, RENT BOARD reserves, and Contractor irrevocably grants, a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with the right to transfer, sublicense, practice and exploit said license and the right to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute under all applicable intellectual properties without restriction of any kind said license. Contractor further agrees to assist RENT BOARD, not at RENT BOARD'S expense, in every proper way to secure the RENT BOARD'S in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to RENT BOARD of all pertinent information and data with respect thereto. Contractor shall also assist RENT BOARD in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which RENT BOARD shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not

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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

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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

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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

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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,

ITEM F-6 ATTACHMENT 2

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

ITEM F-6 ATTACHMENT 2

("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

ITEM F-6 ATTACHMENT 2

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

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ATTACHMENT 2

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

ITEM F-6 ATTACHMENT 2

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.

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: May 19, 2021

Final Decision Date Deadline: May 19, 2021

STATEMENT OF THE ISSUE: Legislative bodies in the State of California must adhere to the Political Reform Act, codified in Government Code Section 87100, et.seq., and administered by the Fair Political Practices. Education regarding the Political Reform Act M is necessary for all members of the Rent Board because it ensures the propriety of Board action by eliminating financial conflicts of interest in the decision-making process. To ensure Board efficiency and compliance, staff members intend to annually provide Board members training in the Political Reform Act.

INDICATE APPROPRIATE BODY

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

ITEM

- | | | |
|---|--|---------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) | | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Regulation | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Contract/Agreement | <input checked="" 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 training on the Fair Political Practices Commission (Nicolas Traylor/Charles Oshinuga 620-6564).

AGENDA ITEM NO:

G-1.



AGENDA REPORT

DATE: May 19, 2021

TO: Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Charles Oshinuga, Staff Attorney

SUBJECT: POLITICAL REFORM ACT & FAIR POLITICAL PRACTICES
COMMISSION

STATEMENT OF THE ISSUE:

Legislative bodies in the State of California must adhere to the Political Reform Act, codified in Government Code Section 87100, et.seq., and administered by the Fair Political Practices. Education regarding the Political Reform Act M is necessary for all members of the Rent Board because it ensures the propriety of Board action by eliminating financial conflicts of interest in the decision-making process. To ensure Board efficiency and compliance, staff members intend to annually provide Board members training in the Political Reform Act.

RECOMMENDED ACTION:

RECEIVE training on the Fair Political Practices Commission (Nicolas Traylor/Charles Oshinuga 620-6564).

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Receive a PowerPoint and oral presentation on the Fair Political Practices Commission.

DOCUMENTS ATTACHED:

None

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: May 19, 2021

Final Decision Date Deadline: May 19, 2021

STATEMENT OF THE ISSUE: Section 11.100.070(b) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance provides no later than June 30 of each year, the Board shall announce the percentage by which Rent for eligible Rental Units will be generally adjusted effective September 1 of that year. Adoption of a regulation is necessary to establish the amount of the 2021 Annual General Adjustment applicable to those tenancies that were in effect prior to September 1, 2020.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: ADOPT Regulation 609, establishing the 2021 Annual General Adjustment in the amount of 1.6% for tenancies commencing prior to September 1, 2020 – Rent Program (Nicolas Traylor/Charles Oshinuga 620-6564).

AGENDA ITEM NO:

H-1.

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AGENDA REPORT

DATE: May 19, 2021

TO: Chair Finlay and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Charles Oshinuga, Staff Attorney

SUBJECT: REGULATION ESTABLISHING THE 2021 ANNUAL GENERAL ADJUSTMENT

STATEMENT OF THE ISSUE:

Section 11.100.070(b) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance provides no later than June 30 of each year, the Board shall announce the percentage by which Rent for eligible Rental Units will be generally adjusted effective September 1 of that year. Adoption of a regulation is necessary to establish the amount of the 2021 Annual General Adjustment applicable to those tenancies that were in effect prior to September 1, 2020.

RECOMMENDED ACTION:

ADOPT Regulation 609, establishing the 2021 Annual General Adjustment in the amount of 1.6% for tenancies commencing prior to September 1, 2020 – Rent Program (Nicolas Traylor/Charles Oshinuga 620-6564).

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Background

As provided in Section 11.100.070(b)(1) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance ("Ordinance") the Annual General Adjustment is equal to one hundred percent (100%) of the percentage increase in the Consumer Price Index (All Urban Consumers, San Francisco-Oakland-San Jose region) as reported by

the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period ending as of March of the current year (Attachment 2).¹

No later than June 30 of each year, the Rent Board must announce the amount of the Annual General Adjustment for the current year. This percentage represents the Annual General Adjustment that may take effect September 1.

Calculation of the Maximum Allowable Rent

As written, Regulation 609 establishes the Annual General Adjustment by which the Maximum Allowable Rent increases for Controlled Rental Units. Pursuant to Regulation 602, Landlords may choose to apply rent increases in the amount of the Annual General Adjustment or delay and “bank” the application of an Annual General Adjustment for a particular year without losing the opportunity to use such an increase in the future. To reduce the risk of error, staff members utilize the U.S. Department of Labor, Bureau of Labor Statistics’ determination of the CPI in a given 12-month period. The chart in Attachment 2 contains the CPI percentage for the last five years.

The change in the Consumer Price Index and corresponding Annual General Adjustment for 2020 is 1.6%.

Next Steps

Staff members will draft a template rent increase notice for Landlord use based on the new 2021 Annual General Adjustment. These forms will be available on the Rent Program website (www.richmondrent.org), within thirty days (30) upon Rent Board adoption of Regulation 609.

In addition, staff members will send an announcement to community members announcing the 2021 Annual General Adjustment. Additional community engagement and education is anticipated to address questions regarding application of the 2021 AGA in September 2021 in light of any potential or current City or County rent freeze.

DOCUMENTS ATTACHED:

Attachment 1 – Regulation 609, Establishing the 2021 Annual General Adjustment

Attachment 2 – Bureau of Labor Statistics Consumer Price Index Table – All Urban Consumers

¹ Since the Consumer Price Index is not announced for the San Francisco-Oakland-San Jose region in March, staff established utilization of the amount published in February.

ITEM H-1 ATTACHMENT 1

609. Annual General Adjustment Order for 2021

The percentage increase in the CPI from 2020-20201 is 1.6%. Subject to any existing Citywide, Countywide, or Statewide rent increase moratorium, the following Annual General Adjustment shall apply:

- A. The 2021 Annual General Adjustment is not to exceed 1.6%.
- B. The Annual General Adjustment granted by this Regulation shall become effective on September 1, 2021, provided that the Landlord is in full compliance with all applicable provisions of the provisions of the Richmond Fair Rent, Just Cause For Eviction and Homeowner Protection Ordinance, outstanding Rent Board and/or Hearing Examiner Orders, and any other applicable Regulation.
- C. Where the Landlord is entitled to the adjustment pursuant to the provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance, and any other applicable Regulation, the Annual General Adjustment granted by this Regulation does not automatically provide for a rent increase. A Landlord may increase Rent by the 2021 Annual General Adjustment for tenancies in effect prior to September 1, 2020, only if the Landlord is in compliance with Regulation 601, and has complied with any existing Rent Board and/or Hearing Examiner Order.



Databases, Tables & Calculators by Subject

Change Output Options: From: 2015 To: 2021 [GO](#)

include graphs include annual averages [More Formatting Options](#)

Data extracted on: May 13, 2021 (2:35:44 PM)

CPI for All Urban Consumers (CPI-U)

12-Month Percent Change

Series Id: CUURS49BSA0

Not Seasonally Adjusted

Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted

Area: San Francisco-Oakland-Hayward, CA

Item: All items

Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015		2.5		2.4		2.3		2.6		2.6		3.2	2.6	2.5	2.7
2016		3.0		2.7		2.7		3.1		3.6		3.5	3.0	2.8	3.2
2017		3.4		3.8		3.5		3.0		2.7		2.9	3.2	3.6	2.9
2018		3.6		3.2		3.9		4.3		4.4		4.5	3.9	3.4	4.3
2019		3.5		4.0		3.2		2.7		3.0		2.5	3.3	3.7	2.9
2020		2.9		1.1		1.6		1.6		1.1		2.0	1.7	2.0	1.4
2021		1.6		3.8											

U.S. BUREAU OF LABOR STATISTICS Postal Square Building 2 Massachusetts Avenue NE Washington, DC 20212-0001

Telephone:1-202-691-5200_ Federal Relay Service:1-800-877-8339_ www.bls.gov [Contact Us](#)