

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: September 15, 2021

Final Decision Date Deadline: September 15, 2021

STATEMENT OF THE ISSUE: On July 26, 2021, the Richmond Rent Program was awarded a \$5,000 grant from the Richmond Community Foundation to fund outreach and education in Richmond around the State of California's Emergency Rent Assistance Program (ERAP). These grants are designed to increase awareness of and support for applying to the ERAP funding within those populations most in need in the county. By accepting this grant, the Rent Program certifies to the Richmond Community Foundation that grant will not be used to satisfy the payment of any pledge or other personal obligation on behalf of donors of the Richmond Community Foundation. This grant shall only be used to fund ERAP outreach: all Rent Program staff time, activity, supplies and services shall be funded by the \$5,000 ERAP outreach grant. Per the ERAP grant contract, the Rent Program shall document and itemize all expenses associated with ERAP outreach performed.

INDICATE APPROPRIATE BODY

- City Council Redevelopment Agency Housing Authority Surplus Property Authority Joint Powers Financing Authority
- Finance Standing Committee Public Safety Public Services Standing Committee Local Reuse Authority Other: Rent Board

ITEM

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

RECOMMENDED ACTION: APPROVE receipt of and AUTHORIZE use of the \$5,000 ERAP grant by the Richmond Rent Program – (Nicolas Traylor/510-620-6564).

AGENDA ITEM NO:

G-1.

This page intentionally left blank



AGENDA REPORT

DATE: September 15, 2021
TO: Chair Finlay and Members of the Rent Board
FROM: Nicolas Traylor, Executive Director
SUBJECT: Board Approval to Receive \$5,000 ERAP Outreach Grant

STATEMENT OF THE ISSUE:

On July 26, 2021, the Richmond Rent Program was awarded a \$5,000 grant from the Richmond Community Foundation to fund outreach and education in Richmond around the State of California’s Emergency Rent Assistance Program (ERAP). These grants are designed to increase awareness of and support for applying to the ERAP funding within those populations most in need in the county. By accepting this grant, the Rent Program certifies to the Richmond Community Foundation that grant will not be used to satisfy the payment of any pledge or other personal obligation on behalf of donors of the Richmond Community Foundation. This grant shall only be used to fund ERAP outreach: all Rent Program staff time, activity, supplies and services shall be funded by the \$5,000 ERAP outreach grant. Per the ERAP grant contract, the Rent Program shall document and itemize all expenses associated with ERAP outreach performed.

RECOMMENDED ACTION:

APPROVE receipt of and AUTHORIZE use of the \$5,000 ERAP grant by the Richmond Rent Program.

FISCAL IMPACT:

A separate special fund (within the Rent Program fund) has been established to house the \$5,000 ERAP grant.

DISCUSSION:

Background

In June of 2021, Executive Director, Nicolas Traylor submitted a grant application with the Richmond Community Foundation to receive funding to perform Emergency Rent Assistance Program outreach. On July 26, 2021, the Richmond Community Foundation

ITEM G-1

informed the Rent Program that they had been awarded \$5,000 to perform community outreach, to get the word out that Tenants and Landlords, who have been unable to pay rent, and Landlords who have not been receiving rent, may apply for and receive up to 100% of any rent in default, if that default were the result of financial hardship caused by the COVID-19 pandemic. (Attachment 1)

Purpose

The purpose of the \$5,000 grant is to get the word out in the community about applying for the state of California's Emergency Rent Assistance Program through HousingIsKey.com or housing.ca.gov.

Most of Richmond's Landlords are small rental property owners (or "Mom and Pop" Landlords). In fact, as stated in the FY 2018-19 Annual Report, 92% of Richmond Landlords own 5 rental units or less. As a result, while cities such as Berkeley (which has a very similar population as Richmond) has about 2,500 rental property owners (this number has increased recently due to the recently passed Measure MM), Richmond has over 6,000 rental property owners. In other words, because Richmond has so many more Landlords per capita than similar rent control agencies, there is a need to perform additional outreach to those Landlords. This outreach, although targeted to Richmond Landlords, also intends to benefit Richmond Tenants indirectly by empowering those Landlords, who might otherwise not take advantage of available rent assistance resources, helping prevent unnecessary evictions.

The Rent Program intends to use the \$5,000 grant to perform targeted outreach to Richmond Landlords, making sure that each Landlord receives a special mailing informing them about how to apply for Emergency Rent Assistance. This mailing will also invite Richmond property owners to utilize the Rent Program's mediation program to assist with bringing Landlords and Tenants together to apply for the state's emergency rent assistance and work out payment plans for those Tenants who may not qualify for rent assistance.

It is important to note that the Rent Program is preparing to send out a special postcard starting mid-September, 2021, to be delivered to all rental units and homes in Richmond, detailing rights and responsibilities under the state's eviction moratorium, as well as directing residents to the available rent assistance resources.

Proposed Timeline

The \$5,000 grant must be spent in full by December, 31, 2021 per the Grant Agreement (Attachment 2). As a result, upon receiving approval to utilize the grant by the Rent Board, Rent Program staff will begin the process of receiving 3 bids to design a special mailing to all Richmond Landlords. Staff anticipates the special mailing to be received by Richmond Landlords by the beginning of November 2021.

DOCUMENTS ATTACHED:

Attachment 1 – Grant Award Letter from the Richmond Community Foundation and
Grant Check

Attachment 2: ERAP Outreach Award Grant Agreement

This page intentionally left blank



building healthy thriving communities

Board of Directors

Jim Becker
President & CEO

July 26, 2021

Officers

Cynthia LeBlanc
Chair

Nicolas Traylor
Executive Director
City of Richmond Rent Program
440 Civic Center Plaza
Richmond, CA 94804

Richard Hong
Vice-Chair

Bill Lindsay
Treasurer

Dear Nicolas,

Jorge Reyes
Secretary

Congratulations! The Richmond Community Foundation is pleased to award Monument Impact with the enclosed grant check for \$5,000 to provide outreach and education about the Emergency Rental Assistance Program to those most in need in the City of Richmond. These grants were designed to increase awareness of and support for applying to the ERAP funding within those populations most in need in our county.

Directors

James H. Brandt

Jennifer Z. Clauson

Norman C. Lundberg

Gregory Medley

Mojdeh Mehdizadeh

Mitzi Perez-Caro

By accepting this grant, your organization certifies to the Richmond Community Foundation that no tangible benefit, goods or services are received by any individuals or entities associated with the Richmond Community Foundation in connection with this grant, and this grant will not be used to satisfy the payment of any pledge or other personal financial obligations on behalf of donors of the Richmond Community Foundation.

Thanks so much for all that City of Richmond Rent Program is doing to support a healthy, thriving community in Richmond and Contra Costa.

Sincerely,

A handwritten signature in blue ink that reads "Stacey Street".

Stacey Street
Chief Operations Officer

RICHMOND COMMUNITY FOUNDATION

3260 Blume Drive, Suite 110
Richmond, CA 94806
(510) 234-1200



Mechanics Bank ATTACHMENT 1

800.797.6324
90-203/1211

8/11/2021

PAY TO THE ORDER OF City of Richmond Rent Program

\$ **5,000.00

Five Thousand and 00/100***** DOLLARS

City of Richmond Rent Program
440 Civic Center Plaza
Richmond, CA 94804

2 signatures required if over \$2,500.00

[Handwritten Signature]
[Handwritten Signature]
AUTHORIZED SIGNATURE

MEMO
Emergency Rental Ass

⑈0075

RICHMOND COMMUNITY FOUNDATION

| Date | Type | Reference | Original Amt. | Balance Due | Discount | Payment |
|-----------|------|-------------|---------------|-------------|--------------|----------|
| 8/11/2021 | Bill | ERAP Jul-21 | 5,000.00 | 5,000.00 | | 5,000.00 |
| | | | | | Check Amount | 5,000.00 |

Mechanics Bank #758 Emergency Rental Assitnce Program Grant 2021 5,000.00

Security features. Details on back.



Grant Award Agreement

Grant Recipient: City of Richmond Rent Program

Grant Award: \$5,000

Grant Period: Through December 31, 2021

Progress Reports: Brief progress update by November 1, 2021; final report to be submitted to RCF Connects by January 31, 2022.

I. Complete Agreement: This grant agreement between the Richmond Community Foundation and City of Richmond Rent Program, consisting of this page and any additional pages, Exhibits, Attachments, and Schedules attached hereto and incorporated herein, contains the entire agreement between the parties hereto with respect to the transaction contemplated herein and shall supersede all previous oral and written and all contemporaneous oral negotiations, writings, commitments and understandings.

II. Notice: Correspondence between the parties shall be addressed to the corporation officers. Grant recipient shall notify the Richmond Community Foundation concerning changes to contacts, address, etc.

Richmond Community Foundation
3260 Blume Drive, Suite 110
Richmond, CA 94806

City of Richmond Rent Program
440 Civic Center Plaza
Richmond, CA 94804

III. Purpose of the Grant: The primary purpose of this grant is to provide outreach on behalf of the Emergency Rental Assistance Program ("ERAP") to connect households that are unable to pay rent or utilities due to the COVID-19 pandemic to the ERAP resource. Attachment A reflects the Grantee's obligations under this grant award agreement.

To that end, Richmond Community Foundation agrees to provide funds to the organization subject to the terms and conditions of this agreement.

IV. Grant Conditions: Under the terms of this agreement, Richmond Community Foundation agrees to provide funds up to the total listed above for the project based upon the following conditions:

- **Restrictions on Use of Funds:** Funds shall be used solely for the project. No funds provided for this grant may be used to support litigation expenses or lobbying activities – defined as attempting to persuade members of any legislative or administrative branch (local, state, tribal, or federal) to enact, defeat, repeal, or amend legislation or regulations of any kind.
- **Unused Funds and Reversion:** This grant is intended to support the project for the specified grant period. Any portion of the total grant not expended at the end of the grant period shall be



returned to the Richmond Community Foundation within sixty (60) days of the end of the grant period.

- **Assignment of Rights and Benefits:** Except as otherwise specifically provided for in Section XI of this agreement, the grant recipient has not and shall not assign or convey any rights, benefits, obligations, or liabilities which would interfere with the obligations contained in this Agreement.

V. Payment of Grant Funds: Funds will be disbursed by the Richmond Community Foundation to the grant recipient when the Richmond Community Foundation is in receipt of an executed Copy of this Agreement.

VI. Sub-Grantees: The grant recipient shall not make sub-grants to other persons or entities without prior written consent of the Richmond Community Foundation which consent shall be in the Foundation's sole discretion and the Foundation may impose additional conditions to its consent as it deems appropriate. Any such sub-grant if approved shall not however relieve the grant recipient from responsibility or liability for compliance with all of the terms and conditions of this Agreement.

VII. Reporting Requirements: The grant recipient shall keep the Richmond Community Foundation informed of project progress through the submission of a final project report within 30 days of the end of the grant period. The grant recipient shall keep the Richmond Community Foundation informed of any potential challenges to successfully implementing the project.

VIII. Publicity and Acknowledgement of Support: The grant recipient shall give appropriate credit to the Richmond Community Foundation for its financial support in any and all press releases, publications, annual reports, video credits, dedications and other public communications regarding the services performed pursuant to this agreement, including but not limited to any tangible final products produced pursuant to this agreement. Copies of such materials shall be provided to the Richmond Community Foundation for review. The grant recipient hereby grants the Richmond Community Foundation the right and authority to publicize the Foundation's financial support for this project in press releases, publications, and other public communications of any type including, without limitation, digital and web publications, and to use the grant recipient's name, likeness, logo or other official representation of the grant recipient in such communications.

- **Web Site Links:** The grant recipient grants revocable permission to the Richmond Community Foundation to place links to the grant recipient's web site on the Foundation's web site. The Richmond Community Foundation grants revocable permission to the grant recipient to place links to the Foundation's web site on the grant recipient's web site.

IX. Termination: Notwithstanding anything to the contrary contained in this agreement, should the grant recipient or any sub-grantee materially fail to comply with any of the conditions of this agreement, the Richmond Community Foundation may, at its reasonable discretion, immediately terminate the grant. In the event of termination, the Richmond Community Foundation may cancel all unpaid installments of the total grant. The Richmond Community Foundation also reserves the right to recall any or all funds should the Foundation determine that they have been expended in material violation of



the terms of this agreement. The Richmond Community Foundation will provide the grant recipient with written notice of such termination, the reason's therefore, and the amount of funds to be returned. The grant recipient shall return the Foundation for such funds within thirty (30) days of receipt of such notice. This grant may also be terminated by mutual agreement.

X. Additional Support: In making this grant, the Richmond Community Foundation assumes no obligation to provide further funding or support to the grant recipient beyond the terms stated herein. Contributions made to the grant recipient under this agreement do not by direct reference or implication convey the Foundation's endorsement of the grant recipient's activities.

XI. Arbitration and Choice of Law: All claims, disputes, and other matters in question arising out of or relating to this agreement, its interpretation or breach shall be decided exclusively through arbitration by a person or persons mutually acceptable to both the Richmond Community Foundation and the grant recipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final.

XII. Waiver: Failure by the Richmond Community Foundation to enforce, or delay by the Foundation in enforcing, any terms and conditions of this agreement shall not be deemed a waiver, continuing waiver, or a modification of this agreement unless the waiver or modification is expressly written and signed by the Richmond Community Foundation and the grant recipient.

XIII. Severability: If any provision of this agreement is held to invalid, illegal, or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this agreement be interpreted to remain valid, enforceable, and binding on the parties.

XIV. Compliance with Laws and Indemnification: In conducting its activities related to the project, the grant recipient shall conduct and shall ensure that any sub-grantee or sub-contractors will conduct all such activities in compliance with all applicable federal, state, and local laws, regulations and ordinances; to secure all necessary public or private permits and consents; and obtain and maintain all appropriate insurance, or self-insure against liability for injury to persons or property arising from its activities relating to the project. The grant recipient shall and will ensure that it, its sub-grantees and sub-contractors shall hold harmless the Richmond Community Foundation, its officers, directors, agent, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with the project, including but not limited to environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property). This covenant will survive termination of this agreement.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date listed below,

Dated as of July 27, 2021

In signing this document the Grant Recipient signatories acknowledge that they have been authorized by the grantee agency, to sign on its behalf, that they have read and understand the entire grant agreement and that the grant recipient accepts and agrees to its terms and conditions. The Agreement shall not be effective until the Foundation has received an executed copy of this Agreement from the grant recipient and has signed and re-conveyed a copy of the entire agreement to the grant recipient.

Grantee:

By: Nicolas Traylor, Executive Director

Signature: DocuSigned by:
Nicolas Traylor
BC2F0F084D29432... 8/2/2021 | 2:58 P

Richmond Community Foundation:

By: James Becker, President and CEO

Signature: _____



Attachment A

Grantee Type

Outreach Community Based Organization

Coordinating Council Organization

The grantee will perform outreach and engagement activities with residents who can benefit from the ERAP. The grantee will perform location-specific, language-specific, and/or demographic-specific ERAP outreach in one or more regions of the county. The primary objective of the outreach and engagement activities will be to facilitate participation in the ERAP by residents and the primary method to do this by sharing information about the program, including the benefits, eligibility, and how to apply online and by phone.

Grantee will perform those activities checked below:

- Send and track eblasts regularly (recommended at least once every other week to contacts/clients for the duration of the ERAP).
- Make social media posts regularly (recommended at least once every other week for the duration of the ERAP).
- Make announcements at all community convenings during the course of the ERAP.
- Conduct phone-banking, door-knocking, and/or canvassing, as needed or appropriate based on access needs of the target community.
- Conduct online or in-person information sessions.
- Distribute flyers, door-hangers and/or other printed materials.
- Refer applicants in need of navigation assistance to LPN Tier 3 organizations and other organizations providing technical assistance.
- Refer contacts to the new Contra Costa Housing Stability Service as needed to connect residents to additional information and services, including referral to a legal service provider.
- Provide data on program activities and outcomes at least monthly to RCF Connects' ERAP Coordinator.
- Participate in each countywide and sub-regional Coordinating Council meeting for the duration of the ERAP to share insights, receive guidance, and problem-solve.

This page intentionally left blank