



REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND

AGENDA
Wednesday, January 19, 2022

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

PURSUANT to the Governor of the State of California's Assembly Bill 361 and in the interest of the public health and safety, attendance at the City of Richmond Rent Board meeting will be conducted via videoconference and teleconference.

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. 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/86724914286?pwd=K2t4Sk1WR0U1Z2RqTS9GcUFnYXNvZz09>

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: 867 2491 4286

Step 3: Enter the following passcode: 050591064

International numbers available: <https://us02web.zoom.us/j/kv9mlbeGJ>

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, January 19, 2022**. 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 Assembly Bill 361, 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 December 15, 2021, Regular Meeting of the Richmond Rent Board. | <i>Cynthia Shaw</i> |
| F-2. | RECEIVE the Fiscal Year 2021-22 Monthly Activity Report through December 2021. | <i>Cynthia Shaw</i> |
| F-3. | RECEIVE the Rent Program FY 2021-22 Monthly Revenue and Expenditure Report through December 2021. | <i>Fred Tran</i> |
| F-4. | RECEIVE the Budgeted versus Actual Revenue and Expenditures Report for the second quarter ending December 31, 2021. | <i>Fred Tran</i> |
| F-5. | APPROVE late fee waiver(s) for December 2021 pursuant for Regulation 425. | <i>Nicolas Traylor</i> |
| F-6. | ADOPT a resolution making the required findings pursuant to Government Code Section 54953(e)(3) and determining that as a result of the continued threat to public health and safety posed by the spread of COVID-19, City legislative bodies shall continue to meet via videoconference and teleconference. | <i>Charles Oshinuga</i> |

G. RENT BOARD AS A WHOLE

- G-1.** DIRECT staff members to redact the information from its December 17, 2020 agenda, in a manner consistent with Attachment 1.

*Nicolas Traylor
Charles Oshinuga*

H. STUDY AND ACTION SESSION

- H-1.** RECEIVE an overview and historic timeline of the budget and fee study process and appropriate content.

Fred Tran

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: January 19, 2022

Final Decision Date Deadline: January 19, 2022

STATEMENT OF THE ISSUE: The minutes of the December 15, 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 December 15, 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, December 15, 2021

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

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

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

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

<https://us02web.zoom.us/j/83372510696?pwd=TIB0a3FDMVdKeVZZYVNVbjJnRVc0Zz09>
Password: rentboard

Or By Telephone:

US: +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or
+1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592
Webinar ID: 833 7251 0696

International numbers available:

<https://us02web.zoom.us/j/83372510696?pwd=TIB0a3FDMVdKeVZZYVNVbjJnRVc0Zz09>

Community members who wished to make a public comment were required to submit their comments via email by 3:00 p.m. on Wednesday, December 15, 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, Johnson, Vasilas, Vice Chair Mishek, and Chair Finlay.

Staff Present: Staff Attorney Charles Oshinuga, Deputy Director Fred Tran and Executive Director Nicolas Traylor.

Absent: None.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

Executive Director Nicolas Traylor noted for the record a typo in Item F-1, November 17, 2021 Minutes, under Public Forum, to correct the spelling of past through to pass through. Boardmember Conner also noted for the record a second typo in Item F-1 to change the word respectively to respectfully. Since the recommended corrections didn't result in substitutive changes, Executive Director Nicolas Traylor agreed to make the corrections, and no formal action was taken on this item.

PUBLIC FORUM

Cordell Hindler invited the Board to attend the Richmond Rotary Club weekly meeting, held at the Richmond Country Club on December 17, 2021. He also commented on Item F-4 under Consent Calendar regarding AB 361 regarding virtual Rent Board meetings. He expressed that the Board should consider a hybrid model for Rent Board meetings. He mentioned that the City of Berkeley City Council held their meeting utilizing a hybrid model and feels that Richmond Rent Board should also consider a hybrid model. He also expressed that he misses the in-person interaction with Rent Boardmembers in the Council Chambers.

RENT BOARD CONSENT CALENDAR

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

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

*F-2. Receive the Fiscal Year 2021-22 Monthly Activity Report through November 2021.

*F-3. Receive the Rent Program FY 2021-22 Monthly Revenue and Expenditure Report through November 2021.

*F-4. Adopt a resolution making the required findings pursuant to Government Code Section 54953(e)(3) and determining that because of the continued threat to public health and safety posed by the spread of COVID-19, City legislative bodies shall continue to meet via videoconference and teleconference.

CONSIDERATION OF APPEALS

G-1. Staff Attorney Charles Oshinuga presented on the matter of Appeal regarding Petition numbers RC21-T093/T094/T106. Appellant appeals the Hearing Examiner Decision on Remand that found that Respondents were owed Excess Rent damages due to both an improper retention of Security Deposit and impermissible utility charges. Additionally, Appellant appeals the finding the Respondents were entitled to Relocation payments. Specifically, Appellant asserts that 1) Respondents in the Lower Unit were unauthorized occupants with no relationship to the Appellant and consequently, their petition is “illegitimate”; 2) any claims of Rent overcharges based on utility payments are defeated based on Upper Unit Respondents’ written agreement to pay all the utility bills; 3) Lower Unit Respondents are not entitled to Relocation payments as they were unauthorized occupants; 4) the security deposit is not refundable as Respondents caused more damage than the security deposit would otherwise cover; 5) and the Hearing Examiner was biased and deprived the Landlord of Due Process. There were no public comments on this item. All parties to this case were present. Appellant presented for 5 minutes, then the Respondents presented each for a total of 7 minutes and finally the Appellant closed for 2 minutes. The Appeal began and the following individuals presented their case: Naresh Sharma, Nischal Rajbhandari and Roshan KC. Discussion ensued.

Before voting on the legal recommendation, Chair Finlay recommended polling Boardmembers for their comments on the recommendation before voting.

The following comments were made by Boardmembers regarding recommendation #1 to affirm the Hearing Examiner’s findings that Appellant engaged in improper utility charges, and the consequent award of \$1,951.81, Boardmember Conner commented that she was not sure about her vote yet, Boardmember Johnson said yes, ready to vote and agree with recommendation, Boardmember Vasilas commented that he was unsure about voting, and unclear about the recommendation, Vice Chair Mishek has further

questions before voting and Chair Finlay agreed to discuss the recommendation further before voting. After polling the Boardmembers for comments, the Board agreed to discuss this recommendation further before voting.

The following comments were made by Boardmembers regarding recommendation #2 to affirm, the Hearing Examiner's findings that Respondents Roshan KC and Dipika Dahal were entitled to Relocation payments and subsequent award of \$6,486, as the Record contains substantial evidence to support the finding that Appellants took an action to terminate Respondents Roshan KC and Dipika Dahal's tenancy for purpose of Owner Move-In. Boardmember Conner commented that was not sure about her vote yet, Boardmember Johnson said would like to wait before voting, Boardmember Vasilas commented that he would vote no, Vice Chair Mishek commented that she was undecided and Chair Finlay agreed to discuss the recommendation further before voting and to move on to the next recommendation. After polling the Boardmembers for comments, the Board agreed to discuss the recommendation further before voting.

The following comments were made by Boardmembers regarding recommendation #3 to reverse the portion of the Hearing Examiner's decision that awarded Respondents Roshan KC and Dipika Dahal \$699.39 in security deposit, as Respondents Roshan KC and Dipika Dahal did not file a Petition asserting Appellant improperly withheld their security deposit. The award of \$699.39 should be reversed to \$0. All Boardmembers agreed to vote yes on the recommendation without further discussion.

The following comments were made by Boardmembers regarding recommendation #4 to reverse the portion of the Hearing Examiner's decision that awarded Nischal and Monika Rajbhandari \$699.39 in security deposit, as the Record does not contain Substantial Evidence that Respondents met their burden of proof of demonstrating that 1) the Security Deposit was paid to the Appellant, 2) the amount which was paid, and 3) that the Appellant retained the amount despite the conditions of the Rental Unit not exceeding the cumulative effects of ordinary wear and tear or preexisting the tenancy. The award of \$699.39 should be reversed to \$0. Boardmember Johnson commented that she would like to wait before voting, Boardmember Conner agreed to the recommendation, Boardmember Vasilas agreed to the recommendation, Vice Chair Mishek commented that she would

like to wait before voting, and Chair Finlay agreed to discuss the recommendation further before voting. After polling the Boardmembers for comments, the Board agreed to discuss this recommendation further before voting.

Further discussion ensued. After hearing the issues brought on appeal and considering the arguments of all parties on appeal, the Board voted on the following in four parts:

A motion by Vice Chair Mishek, seconded by Boardmember Johnson to affirm the Hearing Examiner's findings that Appellant engaged in improper utility charges, and the consequent award of \$1,951.81, passed by the following vote: **Ayes:** Boardmembers Johnson, Vasilas, Vice Chair Mishek and Chair Finlay. **Noes:** Boardmember Conner. **Abstentions:** None. **Absent:** None.

A motion by Vice Chair Mishek, seconded by Boardmember Johnson to affirm the Hearing Examiner's findings that Respondents Roshan KC and Dipika Dahal were entitled to Relocation payments and subsequent award of \$6,486, as the Record contains substantial evidence to support the finding that Appellants took an action to terminate Respondents Roshan KC and Dipika Dahal's tenancy for purpose of Owner Move-In., passed by the following vote: **Ayes:** Boardmembers Conner, Johnson, Vice Chair Mishek and Chair Finlay. **Noes:** Boardmember Vasilas. **Abstentions:** None. **Absent:** None.

A motion by Boardmember Conner, seconded by Boardmember Johnson to reverse the portion of the Hearing Examiner's decision that awarded Respondents Roshan KC and Dipika Dahal \$699.39 in security deposit, as Respondents Roshan KC and Dipika Dahal did not file a Petition asserting Appellant improperly withheld their security deposit. The award of \$699.39 should be reversed to \$0, passed by the following vote: **Ayes:** Boardmembers Conner, Johnson, Vasilas, Vice Chair Mishek and Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** None.

A motion by Boardmember Conner to reverse the portion of the Hearing Examiner's decision that awarded Nischal and Monika Rajbhandari \$699.39 in security deposit, as the Record does not contain Substantial Evidence that Respondents met their burden of proof of demonstrating that 1) the Security Deposit was paid to the Appellant, 2) the amount which was paid, and 3) that the Appellant retained the amount despite the conditions of the Rental Unit not exceeding the cumulative effects of ordinary wear and tear or

preexisting the tenancy. The award of \$699.39 should be reversed to \$0, failed for lack of a second motion.

A new motion by Boardmember Conner, seconded by Vice Chair Mishek to reverse the portion of the Hearing Examiner's decision that awarded Nischal and Monika Rajbhandari \$699.39 in security deposit, as the Record does not contain Substantial Evidence that Respondents met their burden of proof of demonstrating that 1) the Security Deposit was paid to the Appellant, 2) the amount which was paid, and 3) that the Appellant retained the amount despite the conditions of the Rental Unit not exceeding the cumulative effects of ordinary wear and tear or preexisting the tenancy. The award of \$699.39 should be reversed to \$0, passed by the following vote:

Ayes: Boardmembers Conner, Johnson, Vasilas, Vice Chair Mishek and Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** None.

Staff Attorney Charles Oshinuga, recommended that the Board state for the record that they did not find any findings of the Appellant claim of bias to set a precedence for future appeal cases.

A motion by Chair Finlay, seconded with a friendly amendment by Boardmember Conner, that based on the record the Board found no evidence of bias on the part of the Hearing Examiner. A second friendly amendment by Vice Chair Mishek and accepted by Boardmember Conner and Chair Finlay, to add that all the aforementioned facts, the Record did not support Appellant's contention of bias and deprivation of Due Process, passed by the following vote: **Ayes:** Boardmembers Conner, Johnson, Vasilas, Vice Chair Mishek and Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** None.

Rent Board Clerk Cynthia Shaw concluded and dismissed the parties for Appeal RC21-T093/T094/T106 and informed them that they will receive a decision within 30 days.

REGULATIONS

H-1. The matter to amend Regulation 201(D), to reflect the changes and retitling of Small Second Unit Ordinance to Richmond Municipal Code Section 15.04.610.020, titled "Accessory Dwelling Units and Junior Dwelling Units" was presented by Deputy Director Fred Tran. The presentation included the statement of the issue, fiscal impact, background, discussion, and the recommended action. Discussion ensued. There were no public comments on this item. A motion by

Boardmember Vice Chair Mishek, seconded by Boardmember Johnson, a friendly amendment by Boardmember Conner, and accepted by Vice Chair Mishek, to amend Regulation 201(D), to reflect the changes and retitling of Small Second Unit Ordinance to Richmond Municipal Code Section 15.04.610.020, titled “Accessory Dwelling Units and Junior Accessory Dwelling Units”, passed by the following vote: **Ayes:** Boardmembers Conner, Johnson, Vasilas, Vice Chair Mishek and Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** None.

REPORTS OF OFFICERS

Board Clerk Cynthia Shaw reminded Boardmembers to look out for an email from the City Clerk’s office to complete their form 700 by April 2022.

ADJOURNMENT

There being no further business, the meeting adjourned at 7:27 P.M.

Cynthia Shaw
Staff Clerk

(SEAL)

Approved:

Virginia Finlay, Rent Board Chair

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: January 19, 2022

Final Decision Date Deadline: January 19, 2022

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

- | | | |
|---|--|--|
| <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 2021-22 Monthly Activity Report through December 2021 - Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-2.

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Monthly Report - FY 21-22							
December 2021							
	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	
	MTD ACTUAL	YTD TOTAL					
Public Information & Enrollment Unit							
Rent/Eviction Counseling Appointments Walk-ins	-		-	-	-		-
Rent/Eviction Counseling Appointments By Phone	209	208	160	168	140	140	1,025
Rent/Eviction Counseling Appointments By In-Person	71	102	65	68	105	51	462
Rent/Eviction Counseling Questions Addressed By Email	212	176	89	163	104	68	812
TOTAL RENT/EVICTION COUNSELING APPOINTMENTS	492	486	314	399	349	259	2,299
Rent/Eviction Counseling Sessions Conducted in Spanish			52	42	35	30	159
Rent/Eviction Counseling Sessions Conducted in Mandarin		-	-			-	-
Rent/Eviction Counseling Sessions Conducted in Cantonese			-			-	-
Rent/Eviction Counseling Sessions Conducted in Another Language	45	55	52	42	35	-	229
TOTAL RENT/EVICTION COUNSELING APPOINTMENTS IN A LANGUAGE OTHER THAN ENGLISH	45	55	104	84	70	30	388
Legal Service Referrals	15	18	8	4		4	49
Written Legal Referrals - Eviction Defense Center	-			8	12	4	24
Verbal Legal Referrals - Eviction Defense Center	-			1		6	7
Written Legal Referrals - Bay Area Legal Aid				8	1	9	18
Verbal Legal Referrals - Bay Area Legal Aid				4	5	16	25
Mediations Conducted	2				2	3	7
Assists from Front Office Staff	266	133		35	70	203	707
Courtesy Compliance Letters Sent	15		4	25	24	24	92
Community Workshop Attendees	1		32	37		-	70
Hard Copy Rent Increase Notices Processed	7	27	12	32	53	98	229
Hard Copy Termination of Tenancy Notices Processed	5	46	9	8	2	7	77

ITEM F-2

TOTAL HARD COPY NOTICES PROCESSED	12		57	102	79	105	355
Billing/Enrollment/Registration Counseling Appointments In-Person	7	4	-	2	3	-	16
Billing/Enrollment/Registration Counseling Appointments By Phone	83	68	51	24	24	41	291
Billing/Enrollment/Registration Counseling Questions Addressed By Email	131	49	29	14	35	33	291
TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS	214	117	80	40	62	74	587
Enrollment/Tenancy Registration Packets Mailed	77	5	32	1	7	-	122
Enrollment Forms Processed	31	12	10	44	20	21	138
Rental Housing Fee Invoices Generated	4,729	124	78	8	40	130	5,109
Checks Processed	881	650	29	39	27	13	1,639
Checks Returned	2	2	4	22	15	-	45
Rental Units Discovered Not in Database	1	3	2	3	1	10	20
Property Information Updated	153	58	21	14	54	117	417
Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)	-			258	31	14	303
Applications for Administrative Determination of Exempt/Inapplicable Status Received	8	5		2	-	1	16
Administrative Determination of Exempt/Inapplicable Status Issued	-	1		6	10	2	19
Declarations of Exemption Processed	4	12		6	4	2	28
LEGAL UNIT							-
Public Records Act Requests Received	1	1	2	4	-	-	8
Owner Move-In Eviction Termination of Tenancy Notices Reviewed	-	-	1	1	-	-	2
Withdrawal from the Rental Market (Ellis Act) Termination of Tenancy Notices Reviewed	2	-	1	-	1	1	5
Substantial Repairs Termination of Tenancy Notices Reviewed	-	-	-	-	-	1	1
Appeal Hearings Held	-	-	-	-	-	1	1
HEARINGS UNIT							-
Consultations with Hearings Unit Coordinator In Person					1	-	1

ITEM F-2

Consultations with Hearings Unit Coordinator By Phone	3	6	3	2	10	15	39
Hearings-Related Questions Addressed by Email	17	12	20	26	31	51	157
TOTAL HEARINGS-RELATED CONSULTATIONS	20	18	23	28	42	66	197
MNOI Petitions Received (Attachment A)						-	-
Increase in Occupants Petitions Received (Attachment B)						-	-
Increase in Space or Services Petitions Received (Attachment C)	-					-	-
Restoration of Denied AGA Petitions Received (Attachment D)						-	-
Landlord Individual Rent Adjustment Petitions Received	1	2				-	3
Landlord Petition to Determine Exempt Status Received	-					2	2
TOTAL LANDLORD PETITIONS RECEIVED	1	2	-	-	-	2	5
Excess Rent or Failure to Return Sec Dep Petitions Received (Attachment A)	-	2		1	1	1	5
Decrease in Space/Services or Habitability Petitions Received (Attachment B)		3		1	2	3	9
Reduction in Number of Tenants Petitions Received (Attachment C)	-					-	-
Tenant Petition Based on Multiple Grounds						1	1
Tenant Petition for Rent Withholding Petitions Received	-					-	-
Tenant Petition for Failure to Pay Relocation Payment Petitions Received	-			2		4	6
TOTAL TENANT PETITIONS RECEIVED	-	5	-	4	3	9	21
Petition for Determination of Occupancy Status						-	-
Petition for Initial Rent Determination						-	-
Request to Expedite Hearing Process	-					-	-
Request for a Continuance of the Hearing Process	-				1	-	1
Subpoena(s)	-					-	-
TOTAL OTHER PETITIONS RECEIVED	-					-	-
Decisions Ordered	1					-	1
Cases Settled	-				1	1	2
Cases Dismissed	1	2				-	3

Petitions Withdrawn	2	1	2	1		2	8
TOTAL CASES CLOSED	4	3	2	1	1	3	14
Appeals Received	-	1				-	1
Total Open Cases (Tenant Petitions)	2	3	6	10	14	18	53
Total Open Cases (Landlord Petitions)	2	3	1	1	1	1	9
Total Open Cases (Other Petitions)	-			2	3		5
TOTAL OPEN CASES	4	6	7	11	15	19	62
Form Submissions							-
Agent Authorization		-	-		1	-	1
Proof of Excess Rent Refund	-	-	-	-	-	-	-
Proof of Permanent Relocation Payment			1	2	-	1	4
Proof of Temporary Relocation Payment	-	-	-	-	-	-	-
Change in Terms of Tenancy	1	-	2	2	-	1	6
TOTAL RENT INCREASE NOTICES FILED	69	69	79	4	212	2	435
Termination of Tenancy - Nonpayment of Rent	1	12	31	39	17	24	124
Termination of Tenancy - Breach of Lease	3	3	10	10	7	2	35
Termination of Tenancy - Failure to Give Access	-	-		-	-	-	-
Termination of Tenancy - Nuisance	-	2	2	1	-	1	6
Termination of Tenancy - Withdrawal from the Rental Market	2		1	-	1	-	4
Termination of Tenancy - Owner Move-In	-			4	-	1	5
Termination of Tenancy - Substantial Repairs	-			-	-	-	-
Termination of Tenancy - Temporary Tenancy	-		2	-	-	1	3
TOTAL TERMINATION OF TENANCY NOTICES FILED	6	17	46	54	25	29	177

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: January 19, 2022

Final Decision Date Deadline: January 19, 2022

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

INDICATE APPROPRIATE BODY

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

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

RECOMMENDED ACTION: RECEIVE the Rent Program FY 2021-22 Monthly Revenue and Expenditure Report through December 2021 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

F-3.

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RICHMOND RENT PROGRAM
MONTHLY REVENUE AND EXPENDITURES REPORT
FISCAL YEAR 2021-22

ITEM F-3

OBJECT	ORIGINAL BUDGET	ADOPTED BUDGET	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
			July	August	September	October	November	December				
340445 Rental Housing Fees	(2,609,056.00)	(2,893,854.00)	(691,167.85)	(662,750.30)	(536,446.55)	(86,825.20)	(49,226.30)	(94,505.60)	-	(2,120,921.80)	(772,932.20)	73.3%
TOTAL LICENSES, PRMITS&FEES	(2,609,056.00)	(2,893,854.00)	(691,167.85)	(662,750.30)	(536,446.55)	(86,825.20)	(49,226.30)	(94,505.60)	-	(2,120,921.80)	(772,932.20)	73.3%
361701 Interest	-	(14,460.00)	-	-	-	(838.30)	-	-	-	(838.30)	(13,621.70)	5.8%
361705 Realized Gain	-	-	-	-	-	(1,287.30)	-	-	-	(1,287.30)	1,287.30	100.0%
TOTAL INTEREST INCOME	-	(14,460.00)	-	-	-	(2,125.60)	-	-	-	(2,125.60)	(12,334.40)	14.7%
364867 Revenue from Collections Agency	-	(30,000.00)	-	-	(2,220.00)	-	-	-	-	(2,220.00)	(27,780.00)	7.4%
337373 Other Grants	-	-	-	-	-	-	-	(5,000.00)	-	(5,000.00)	-	-
TOTAL OTHER REVENUE	-	(30,000.00)	-	-	(2,220.00)	-	-	(5,000.00)	-	(7,220.00)	(27,780.00)	24.1%
TOTAL REVENUE	(2,609,056.00)	(2,938,314.00)	(691,167.85)	(662,750.30)	(538,666.55)	(88,950.80)	(49,226.30)	(99,505.60)	-	(2,130,267.40)	(813,046.60)	72.5%
400001 SALARIES & WAGES/Executive	667,048.00	677,048.00	45,587.34	49,595.08	57,704.02	57,704.02	57,704.02	57,704.02	-	325,998.50	351,049.50	48.1%
400002 SALARIES & WAGES/Mgmt-Local 21	303,316.00	323,312.00	11,836.06	11,836.06	11,836.06	11,836.06	11,836.06	11,836.06	-	71,016.36	252,295.64	22.0%
400003 SALARIES & WAGES/Local 1021	195,857.00	196,625.00	11,232.16	11,232.16	11,232.16	11,232.16	11,232.16	11,232.16	-	67,392.96	129,232.04	34.3%
400006 SALARIES & WAGES/PT- Temp	43,036.00	43,036.00	2,190.73	2,637.71	3,657.61	1,362.83	2,843.07	3,028.35	-	15,720.30	27,315.70	36.5%
400031 OVERTIME/General	6,000.00	-	642.96	708.11	(642.96)	-	-	-	-	708.11	(708.11)	100.0%
400048 OTHER PAY/Bilingual Pay	9,402.00	10,237.00	350.00	647.46	944.92	651.96	651.96	651.96	-	3,898.26	6,338.74	38.1%
400049 OTHER PAY/Auto Allowance	4,200.00	4,200.00	-	350.00	700.00	350.00	350.00	350.00	-	2,100.00	2,100.00	50.0%
400050 OTHER PAY/Medical- in Lieu of	-	2,400.00	-	-	-	-	-	-	-	-	2,400.00	0.0%
400058 OTHER PAY/Bonuses	-	-	-	-	-	15,200.00	-	19,000.00	-	34,200.00	(34,200.00)	100.0%
TOTAL SALARIES AND WAGES	1,228,859.00	1,256,858.00	71,839.25	77,006.58	85,431.81	98,337.03	84,617.27	103,802.55	-	521,034.49	735,823.51	41.5%
400103 P-ROLL BEN/Medicare Tax-ER Shr	16,122.00	16,440.00	1,044.80	1,120.22	1,242.38	1,429.52	1,230.60	1,508.80	-	7,576.32	8,863.68	46.1%
400105 P-ROLL BEN/Health Insurance Be	148,142.00	173,441.00	10,603.12	12,723.87	12,723.87	12,723.87	12,723.87	13,343.24	-	74,841.84	98,599.16	43.2%
400106 P-ROLL BEN/Dental Insurance	16,258.00	17,520.00	973.60	1,095.30	1,095.30	1,095.30	1,095.30	1,095.30	-	6,450.10	11,069.90	36.8%
400109 P-ROLL BEN/Employee Assistance	484.00	528.00	29.12	32.76	32.76	32.76	13.77	13.77	-	154.94	373.06	29.3%
400110 P-ROLL BEN/Professional Dev-Mg	6,000.00	6,750.00	-	-	-	-	-	-	-	-	6,750.00	0.0%
400111 P-ROLL BEN/Vision	2,123.00	2,316.00	114.48	128.79	128.79	128.79	128.79	128.79	-	758.43	1,557.57	32.7%
400112 P-ROLL BEN/Life Insurance	3,717.00	4,163.00	237.90	282.70	282.70	284.43	284.43	284.43	-	1,656.59	2,506.41	39.8%
400114 P-ROLL BEN/Long Term Disabilit	11,132.00	12,342.00	627.20	718.42	728.03	728.03	728.03	728.03	-	4,257.74	8,084.26	34.5%
400116 P-ROLL BEN/Unemployment Ins	5,016.00	5,472.00	342.00	380.00	418.00	418.00	(106.95)	418.00	-	1,869.05	3,602.95	34.2%
400117 P-ROLL BEN/Personal/Prof Dev	2,250.00	2,250.00	-	-	-	-	-	-	-	-	2,250.00	0.0%
400118 P-ROLL BEN/Worker Comp-Injury Appt	-	359.00	-	-	-	-	-	-	-	-	359.00	0.0%
400121 P-ROLL BEN/Worker Comp-Clerica	14,330.00	9,878.00	591.20	626.20	706.05	624.02	642.27	656.77	-	3,846.51	6,031.49	38.9%
400122 P-ROLL BEN/Worker Comp-Prof	80,557.00	58,021.00	3,330.60	3,563.05	4,033.36	4,033.36	4,033.36	4,033.36	-	23,027.09	34,993.91	39.7%
400127 P-ROLL BEN/OPEB	44,703.00	49,094.00	2,894.91	3,088.49	3,354.52	3,312.88	3,312.88	3,312.88	-	19,276.56	29,817.44	39.3%
400130 P-ROLL BEN/PARS Benefits	-	94.00	3.44	-	34.34	30.48	36.97	39.36	-	144.59	(50.59)	153.8%
400149 P-ROLL BEN/PERS-Misc	147,443.00	157,301.00	9,280.54	9,896.10	10,745.73	10,609.58	10,609.58	10,609.58	-	61,751.11	95,549.89	39.3%
400151 P-ROLL BEN/PERS-Misc (UAL)	223,322.00	327,048.00	20,862.27	20,862.27	23,180.30	20,862.27	20,862.27	20,862.27	-	127,491.65	199,556.35	39.0%
TOTAL FRINGE BENEFITS	721,599.00	843,017.00	50,935.18	54,518.17	58,706.13	56,313.29	55,595.17	57,034.58	-	333,102.52	509,914.48	39.5%
400201 PROF SVCS/Professional Svcs	17,500.00	21,350.00	217.00	567.29	217.00	755.79	715.21	852.74	14,694.97	3,325.03	3,330.00	84.4%
400206 PROF SVCS/Legal Serv Cost	210,000.00	210,000.00	-	22,916.00	4,166.00	16,666.00	16,666.00	16,666.00	116,670.00	77,080.00	16,250.00	92.3%
400245 TRAVEL & TRNG/Tuition Rmb/Cer	1,500.00	800.00	-	-	-	-	-	-	-	-	800.00	0.0%
400261 DUES & PUB/Memberships & Dues	800.00	1,650.00	-	-	-	-	-	153.82	-	153.82	1,496.18	9.3%
400271 AD & PROMO/Advertising&Promo	-	5,675.00	-	-	96.00	96.00	649.00	-	-	841.00	4,834.00	14.8%
400280 ADM EXP/Program Supplies	3,525.00	3,950.00	-	-	89.00	89.00	192.00	96.00	-	466.00	3,484.00	11.8%
TOTAL PROF & ADMIN SERVICES	233,325.00	243,425.00	217.00	23,483.29	4,568.00	17,606.79	18,222.21	17,768.56	131,364.97	81,865.85	30,194.18	87.6%
400231 OFF EXP/Postage & Mailing	25,432.00	22,647.00	892.42	100.34	9,258.27	79.61	105.43	158.19	5.06	10,594.26	12,047.68	46.8%
400232 OFF EXP/Printing & Binding	27,181.00	25,807.00	-	551.11	8.17	-	-	-	-	559.28	25,247.72	2.2%
400233 OFF EXP/Copying & Duplicating	-	500.00	-	-	-	-	-	-	-	-	500.00	0.0%
400304 RENTAL EXP/Equipment Rental	8,000.00	8,000.00	-	373.16	-	186.58	373.33	186.57	4,180.36	1,119.64	2,700.00	66.3%
400321 MISC EXP/Misc Contrib	3,000.00	3,000.00	-	-	-	-	-	-	3,000.00	-	-	100.0%
400322 MISC EXP/Misc Exp	2,925.00	2,925.00	-	-	-	-	173.33	-	-	173.33	2,751.67	5.9%
400341 OFF SUPP/Office Supplies	6,795.00	6,795.00	-	-	1,387.93	17.53	1,069.73	304.81	-	2,780.00	4,015.00	40.9%
TOTAL OTHER OPERATING	73,333.00	69,674.00	892.42	1,024.61	10,654.37	283.72	1,721.82	649.57	7,185.42	15,226.51	47,262.07	32.2%

RICHMOND RENT PROGRAM
MONTHLY REVENUE AND EXPENDITURES REPORT
FISCAL YEAR 2021-22

ITEM F-3

OBJECT	ORIGINAL BUDGET	ADOPTED BUDGET	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
			July	August	September	October	November	December				
400401 UTILITIES/Tel & Telegraph	284.00	500.00	-	90.56	-	45.28	45.27	90.54	-	271.65	228.35	54.3%
TOTAL UTILITIES	284.00	500.00	-	90.56	-	45.28	45.27	90.54	-	271.65	228.35	54.3%
400552 PROV FR INS LOSS/Ins Gen Liab	8,865.00	9,300.00	-	-	7,915.00	-	-	-	20.00	7,915.00	1,365.00	85.3%
TOTAL PROVISION FOR INS LOSS	8,865.00	9,300.00	-	-	7,915.00	-	-	-	20.00	7,915.00	1,365.00	85.3%
400574 COST POOL/(ISF)-Gen Liability	69,513.00	79,937.00	-	-	17,376.00	9,273.00	6,661.00	6,661.00	-	39,971.00	39,966.00	50.0%
400586 COST POOL/(CAP)- Admin Charges	51,454.00	52,481.00	-	-	-	-	21,869.00	4,372.00	-	26,241.00	26,240.00	50.0%
400591 COST POOL/(IND)Civic Ctr Alloc	50,289.00	50,286.00	-	-	-	16,758.00	4,191.00	4,191.00	-	25,140.00	25,146.00	50.0%
TOTAL COST POOL	171,256.00	182,704.00	-	-	17,376.00	26,031.00	32,721.00	15,224.00	-	91,352.00	91,352.00	50.0%
400601 NONCAP ASST/Comp Hrdware<5K	1,100.00	10,800.00	-	-	-	-	-	-	-	-	10,800.00	0.0%
TOTAL ASSET/CAPITAL OUTLAY	1,100.00	10,800.00	-	-	-	-	-	-	-	-	10,800.00	0.0%
TOTAL EXPENDITURES	2,438,621.00	2,616,278.00	123,883.85	156,123.21	184,651.31	198,617.11	192,922.74	194,569.80	138,570.39	1,050,768.02	1,426,939.59	45.5%
NET OPERATING (SURPLUS)/DEFICIT	(170,435.00)	(322,036.00)	(567,284.00)	(506,627.09)	(354,015.24)	109,666.31	143,696.44	95,064.20		(1,079,499.38)	613,892.99	

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: January 19, 2022

Final Decision Date Deadline: January 19, 2022

STATEMENT OF THE ISSUE: As part of the Fiscal Year 2021-22 budget development process, management staff consulted with Kevin Harper, CPA, to implement a series of budgetary best practices for the Rent Program and Rent Board. As Kevin Harper advised in his March 12, 2020, memorandum, "a key element of an effective budget process is monitoring actual results against the budget throughout the year. This is done on a quarterly basis to allow management time to make adjustments if necessary to expenditures, policies or operations." In accordance with Kevin Harper's advice, staff members have prepared the report for the second quarter ending in December 31, 2021 for the Board's receipt.

INDICATE APPROPRIATE BODY

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

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

RECOMMENDED ACTION: RECEIVE the budgeted versus actual revenue and expenditures report for the second quarter ending December 31, 2021 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

F-4.

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RICHMOND RENT PROGRAM
BUDGET VS ACTUAL REPORT - REVENUES AND EXPENDITURES
QUARTER ENDED DECEMBER 31, 2021

	QUARTER ENDED 12/31/2021			YEAR-TO-DATE 12/31/2021			VARIANCE EXPLANATION (a)
	BUDGET	ACTUAL	VARIANCE	BUDGET	ACTUAL	VARIANCE	
REVENUES							
Fees (includes revenue from collections agency)	\$ (723,464)	\$ (230,557)	\$ 492,906	\$ (2,604,469)	\$ (2,120,922)	\$ 483,547	Owners are slower with paying fees due to the pandemic, additional invoicing soon
Other Income	(11,115)	(7,126)	3,989	(22,230)	(9,346)	12,884	Collections for aged account need to be re-invoiced with agency
TOTAL REVENUES	(734,579)	(237,683)	496,896	(2,626,699)	(2,130,267)	496,431	
EXPENDITURES							
Salaries & Wages							
SALARIES & WAGES/Executive	169,262	173,112	(3,850)	338,524	325,999	12,526	Staffing vacancy for Deputy Director in Q1 months
SALARIES & WAGES/Mgmt-Local 21	80,828	35,508	45,320	161,656	71,016	90,640	Vacant housing counselors positions
SALARIES & WAGES/Local 1021	49,156	33,696	15,460	98,313	67,393	30,920	Vacant analyst position
SALARIES & WAGES/PT- Temp	10,759	7,234	3,525	21,518	15,720	5,798	Hours for admin intern decreased
OVERTIME/General	-	-	-	-	708	(708)	
OTHER PAY/Bilingual Pay	2,559	1,956	603	5,119	3,898	1,220	
OTHER PAY/Auto Allowance	1,050	1,050	-	2,100	2,100	-	
OTHER PAY/Medical- in Lieu of	600	-	600	1,200	-	1,200	
OTHER PAY/Bonuses	-	34,200	(34,200)	-	34,200	(34,200)	Unions negotiated one-time payment to staff as part of the new MOU signed in 2021
Subtotal Salaries & Wages	314,215	286,757	27,458	628,429	521,034	107,395	
Benefits							
P-ROLL BEN/Medicare Tax-ER Shr	4,110	4,169	(59)	8,220	7,576	644	
P-ROLL BEN/Health Insurance Benefit	43,360	38,791	4,569	86,721	74,842	11,879	Less Health Insurance Benefit paid due to staff vacancies
P-ROLL BEN/Dental Insurance	4,380	3,286	1,094	8,760	6,450	2,310	Less Dental Insurance paid due to staff vacancies
P-ROLL BEN/Employee Assistance	132	60	72	264	155	109	
P-ROLL BEN/Professional Dev-Mg	1,688	-	1,688	3,375	-	3,375	
P-ROLL BEN/Vision	579	386	193	1,158	758	400	Less Vision Insurance paid due to staff vacancies
P-ROLL BEN/Life Insurance	1,041	853	187	2,082	1,657	425	
P-ROLL BEN/Long Term Disabilit	3,086	2,184	901	6,171	4,258	1,913	Less LTD Insurance paid due to staff vacancies
P-ROLL BEN/Unemployment Ins	1,368	729	639	2,736	1,869	867	Less UE Insurance paid due to staff vacancies
P-ROLL BEN/Personal/Prof Dev	563	-	563	1,125	-	1,125	
P-Roll Ben/Worker Comp-Injury Appt	90	-	90	180	-	180	
P-ROLL BEN/Worker Comp-Clerica	2,470	1,923	546	4,939	3,847	1,092	
P-ROLL BEN/Worker Comp-Prof	14,505	12,100	2,405	29,011	23,027	5,983	
P-ROLL BEN/OPEB	12,274	9,939	2,335	24,547	19,277	5,270	
P-ROLL BEN/PARS Benefits	24	107	(83)	47	145	(98)	
P-ROLL BEN/PERS-Misc	39,325	31,829	7,497	78,651	61,751	16,899	
P-ROLL BEN/PERS-Misc (UAL)	81,762	62,587	19,175	163,524	127,492	36,032	
Subtotal Benefits	210,754	168,943	41,811	421,509	333,103	88,406	
Professional & Administrative Services							
PROF SVCS/Professional Svcs	5,338	2,324	3,014	10,675	3,325	7,350	Projects and outreach conducted virtual or delayed

PROF SVCS/Legal Serv Cost	52,500	49,998	2,502	105,000	77,080	27,920	Legal services invoice have been encumbered and paid in a later quarter
Travel & Trng/Tuition Rmb/Cert	200	-	200	400	-	400	
Travel & Trng/Registration Fee	413	154	259	825	154	671	Less travel due to the pandemic
Ad & Promo/Advertising & Promo Materials	1,419	745	674	2,838	841	1,997	Projects and outreach conducted virtual or delayed
Adm Exp/Program Supplies	988	377	611	1,975	466	1,509	Projects and outreach conducted virtual or delayed
Subtotal Professional, Travel, & Admin Services	60,856	53,598	7,259	121,713	81,866	39,847	
Other Operating Expenditures							
OFF EXP/Postage & Mailing	5,662	343	5,319	11,324	10,594	729	
OFF EXP/Printing & Binding	6,452	-	6,452	12,904	559	12,344	Mailers planned for current Q3
OFF EXP/Copying & Duplicating	125	-	125	250	-	250	Mailers planned for current Q4
RENTAL EXP/Equipment Rental	2,000	746	1,254	4,000	1,120	2,880	Remote work significantly delayed projects and equipment usage
MISC EXP/Misc Contrib	750	-	750	1,500	-	1,500	
MISC EXP/Misc Exp	731	173	558	1,463	173	1,289	
OFF SUPP/Office Supplies	1,699	1,392	307	3,398	2,780	618	
UTILITIES/Tel & Telegraph	125	181	(56)	250	272	(22)	
PROV FR INS LOSS/Ins Gen Liab	2,325	-	2,325	4,650	7,915	(3,265)	Insurance charge per case
COST POOL/(ISF)-Gen Liability	19,984	22,595	(2,611)	39,969	39,971	(3)	
COST POOL/(CAP)- Admin Charges	13,120	26,241	(13,121)	26,241	26,241	(1)	
COST POOL/(IND)Civic Ctr Alloc	12,572	25,140	(12,569)	25,143	25,140	3	
NONCAP ASST/Comp Hrdware<5K	2,700	-	2,700	5,400	-	5,400	Computers are being provided by IT Department
NONCAP ASST/Furniture <5k		-	-	-	-	-	
Subtotal Other Operating Expenditures	68,245	76,812	(8,568)	136,489	114,765	21,724	
TOTAL EXPENDITURES	654,070	586,110	67,960	1,308,139	1,050,768	257,371	
EXCESS OF REVENUES OVER (UNDER) EXPEND	\$ (1,388,648)	\$ (823,792)	\$ 428,936	\$ (3,934,838)	\$ (3,181,035)	\$ 239,060	

(a) Variance explanations are provided where the actual expenditures varies from the budgeted amount by twenty five percent or more.

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: January 19, 2022

Final Decision Date Deadline: January 19, 2022

STATEMENT OF THE ISSUE: Statement of the Issue: At the November 17, 2021 Regular Meeting of the Richmond Rent Board, the Board adopted Regulation 425, titled, "Waiver of Delinquent Residential Housing Fee Assessment. As required by Regulation 425, the Executive Director of his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation, for the month of December, 2021, are the compiled late fee waiver requests and associated documentation.

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 late fee waiver(s) for December 2021 pursuant for Regulation 425 - Rent Program (Nicolas Traylor/510-620-6564).

AGENDA ITEM NO:

F-5.

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To: Members of the Richmond Rent Board
 From: Nicolas Traylor, Executive Director
 Re: Late Fee Waiver Recommendation
 Date: January 19, 2022

Late Fee Waiver Recommendations Pursuant to Regulation 425

As required by Regulation 425, the Executive Director of his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord’s reason for requesting the waiver and their payment history. Attached to this recommendation are the compiled late fee waiver requests and associated documentation including the table below with details on each month’s request.

Summary of Late Fee Waiver Requests and Recommendation for December 2021:

Property Owner	Date of Request	Reason for Request	Recommendation to Approve or Deny	Late Fee Amount	Total Late Fees Waived if Approved	Recommended Late Fee Amount (if any)
Oscar Onofre Catalan	12-17-21	Owner claims he is new owner and did not receive invoice	Lower late fee from 50% to 10% penalty level	\$638 (50% penalty level)	\$510.40	127.60 (10% penalty level)

Good Cause and Late Payment History

Regulation 425 requires a showing of Good Cause prior to waiving any late fee assessment. Good Cause is defined as the taking of reasonable efforts, while acting with due diligence to remit timely payment of the Residential Rental Housing Fee. In other words, it is an evaluation of whether the Landlord took reasonable efforts and acted with due diligence in their attempt to pay the Residential Rental Housing Fee. Regulation 425 guides this inquiry by requiring the Executive Director evaluate applicable enumerated factors (Attachment 1) prior to making a determination of whether there exist Good Cause to grant the request. Finally, Regulation 425 establishes that a Rent Program billing error would always constitute Good Cause to waive the late fee assessment.

Claim of “Good Cause”

In his request, dated December 17, 2021, (Attachment 2) property owner of 1719 Bissell Ave. (duplex), Oscar Onofre Catalan, indicated that the reason for paying late was that he was a new owner and therefore did not receive an invoice. Upon investigating this claim, staff found the following:

- 1) Mr. Onofre Catalan initially completed a Property Enrollment form for 1719 Bissell Ave. (Attachment 3) in October of 2019, listing the rental address (1719 Bissell Ave.) as his business mailing address, resulting in the Rental Housing Fee invoice being sent to the rental property. It wasn't until December 17, 2021 that Mr. Onofre Catalan updated the mailing address to his personal address by submitting an Amended Enrollment form (Attachment 4).
- 2) Mr. Onofre Catalan is not a new owner. He has been the owner of 1719 Bissell Ave. since 2014 (see Attachment 5- ParcelQest report).
- 3) Mr. Onofre Catalan came to the Rent Program office in October 2019 and met with former Rent Program Services Analyst, Philip Verma to discuss Owner Move-In options. According to the Trak-iT notes (see Attachment 6) Mr. Verma mentioned to the owner that he needed to register his tenancies and pay his fees as soon as possible or he would accumulate late fees. According to Mr. Verma's notes, the owner stated that he would stop by later to enroll the property. However, Mr. Onofre Catalan did not return to enroll the property.

Payment History

Where a requestor has made timely payments in the prior two (2) fiscal years, their request shall be ministerially granted. Such requests do not require a showing of Good Cause and are not subject to the provisions of Regulation 425 (D) and Regulation 425 (E). Regulation 435 (D) and (E), provide the factors required when making a determination of good cause.

In this case, Mr. Onofre Catalan had not made timely payments in the prior two fiscal years. In fact, the only occurrence in which the Rental Housing Fee was paid for fiscal year 2017-18. Therefore, Mr. Onofre Catalan's late fee waiver request cannot be granted ministerially and without a claim of Good Cause. This is the first time that Mr. Onofre Catalan has requested a late fee waiver.

Evaluation of Owner's Claim of Good Cause

Mr. Onofre Catalan's claim of Good Cause that he was a new owner and therefore did not receive an invoice is incorrect because he is not a new owner. Mr. Onofre has owned 1719 Bissell Ave. since 2014. Furthermore, Rent Program records show that Mr. Onofre Catalan was aware of the requirement to enroll his property since December 2019. Records also indicated that Mr. Onofre Catalan was aware of the requirement to pay the Rental Housing Fee since 2017, since he paid the Rental Housing Fee that year. Finally, Mr. Onofre Catalan's claim that he did not receive an invoice was not caused by a staff billing error. When Mr. Onofre Catalan submitted the Property Enrollment form in October of 2019, he indicated that all invoices should be sent to the rental property address. Therefore, the owners request cannot be granted ministerially and cannot be granted in full.

Staff Recommendation

Based on research conducted by Rent Program staff showing the Landlord's prior awareness of the requirement to pay the Rental Housing Fee, that he was not a new owner, that he submitted in December of 2019 a completed Property Enrollment form indicating the rental property as the business address to send the invoice to and because timely payment was not received in the last two fiscal years, staff recommend cannot waive the late fee in full ministerially. However, staff recommend a partial waiver of the late fees at the 10% assessment for several reasons.

The first is that Mr. Onofre Catalan has not filed a waiver request in the past and made a good faith effort to come into compliance by paying all past Rental Housing Fees and filing an Amended Enrollment form prior to requesting a waiver of late fees. The second reason is that it is reasonable to assume that he may have in good faith incorrectly listed the rental property address as the address to send the Rental Housing Fee to. This is evidenced by other City of Richmond records, showing that he correctly listed his personal address as the business address to send invoices to for his Business License Tax.

At the time of the late fee waiver request on December 17, 2021, Mr. Onofre Catalan had accrued a late fee amount of \$638 at the 50% late fee amount for being over 90 days late (Attachment 7). Because Mr. Onofre Catalan paid the base Rental Housing Fee amount of \$1,712 on December 15, 2021, if approved by the Rent Board at the 10% penalty level, the total late fees due would be \$127.60, with \$510.40 in late fees waived.

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Request to Remove Late Fees

Property Owner Name: _____

FRJC #: _____

Property Owner Phone Number or Email: _____

The Property Owner has requested the removal of late fees on their account totaling \$ _____ for the following reason:

- New Owner, did not receive invoice
- Wrong Mailing Address
- Owner believed property was exempt from the Rent Ordinance
- Financial hardship, caused by circumstances beyond the Landlord's control, such as natural disaster, destruction or major damage to the Rental Property not due to the Landlords actions, bankruptcies and disputes over ownership of the property.
- Hospitalizations or medical treatments of the Landlord or Landlord's family during the fee billing period, or a death in the family within the fee billing period
- The landlord was billed for a fewer number of units because of errors in property records maintained by the Rent Program where the error was not attributable to information supplied by the Landlord. The penalties are waived only for unbilled units; the billed units should be paid on time.
- A previously enrolled property was not billed as a result of staff error.
- An invalid or erroneous account number was assigned, which resulted in billing errors or improper crediting of payments by the landlord.
- The determination of whether or not the property was subject to the Ordinance required an analysis through the existing Administrative Determination of Exempt Status process. Penalties will be waived only while the determinations pending. If the Landlord raised the issue requiring administrative determination, penalties will be waived only from the date of the first written contact with the Board in which the issue was raised. Waiver of penalties will not be granted if the staff determines that the issue raised is already settled and/or has no substantial merit. If the issue was raised by Rent Board staff, the waiver period commences on the date on which the administrative determination was requested by the staff. In all situations in which a determination was requested, the waiver period terminates when the Landlord is notified of the determination regarding the status of his/her property.
- The property owner was unable to collect some or all of the rent due to the COVID-19 pandemic and the resulting hardship led to non-payment of the Rental Housing Fee. In this case, the property owner must declare under penalty of perjury, in detail, how COVID-19 has impacted their business (i.e. how many month's tenants didn't pay rent, illness in the family or self, etc.)
- Other: _____

Declaration & Signature:

I declare under penalty of perjury under the laws of the State of California that every statement in this Late Fee Waiver Request is true and correct to the best of my knowledge and belief.

Signature of Landlord/Property Manager: _____ Date: ____/____/____

Printed Name: _____

Rent Program Staff Use Only:

This request has been conditionally granted by the Rent Board, provided the owner pays the Rental Housing Fee before _____.

Executive Director Signature: _____ Staff Initials: _____

Date: ____/____/____

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Request to Remove Late Fees

Property Owner Name: Oscar Onofre Catalan

FRJC #: RC540170016

Property Owner Phone Number or Email: pmillanc@Icloud.com

The Property Owner has requested the removal of late fees on their account totaling \$ 638⁰⁰ for the following reason:

- New Owner, did not receive invoice
- Wrong Mailing Address
- Owner believed property was exempt from the Rent Ordinance
- Financial hardship, caused by circumstances beyond the Landlord's control, such as natural disaster, destruction or major damage to the Rental Property not due to the Landlords actions, bankruptcies and disputes over ownership of the property.
- Hospitalizations or medical treatments of the Landlord or Landlord's family during the fee billing period, or a death in the family within the fee billing period
- The landlord was billed for a fewer number of units because of errors in property records maintained by the Rent Program where the error was not attributable to information supplied by the Landlord. The penalties are waived only for unbilled units; the billed units should be paid on time.
- A previously enrolled property was not billed as a result of staff error.
- An invalid or erroneous account number was assigned, which resulted in billing errors or improper crediting of payments by the landlord.
- The determination of whether or not the property was subject to the Ordinance required an analysis through the existing Administrative Determination of Exempt Status process. Penalties will be waived only while the determinations pending. If the Landlord raised the issue requiring administrative determination, penalties will be waived only from the date of the first written contact with the Board in which the issue was raised. Waiver of penalties will not be granted if the staff determines that the issue raised is already settled and/or has no substantial merit. If the issue was raised by Rent Board staff, the waiver period commences on the date on which the administrative determination was requested by the staff. In all situations in which a determination was requested, the waiver period terminates when the Landlord is notified of the determination regarding the status of his/her property.
- The property owner was unable to collect some or all of the rent due to the COVID-19 pandemic and the resulting hardship led to non-payment of the Rental Housing Fee. In this case, the property owner must declare under penalty of perjury, in detail, how COVID-19 has impacted their business (i.e. how many month's tenants didn't pay rent, illness in the family or self, etc.)
- Other: _____

Declaration & Signature:

I declare under penalty of perjury under the laws of the State of California that every statement in this Late Fee Waiver Request is true and correct to the best of my knowledge and belief.

Signature of Landlord/Property Manager: *Oscar Onofre Catalan*

Date: 12/17/21

Printed Name: Oscar Onofre Catalan

**ITEM F-5
ATTACHMENT 2**

Staff Use Only:

This request has been conditionally granted by the Rent Board, provided the owner pays the Rental Housing Fee before _____.

_____/_____

Executive/Deputy Director Signature / Staff Initials

Date



Programa de Renta de la Ciudad de Richmond
FORMULARIO DE INSCRIPCIÓN INICIAL DE LA PROPIEDAD DEL 2018
Este formulario se puede llenar en línea en www.richmondrent.org/enroll

Se debe completar un formulario de inscripción por separado para cada paquete con al menos una unidad de alquiler (Regulación 402)
SI ESTA PROPIEDAD NO ES UN ALQUILER, POR FAVOR LLAME AL 510-234-RENT (7368)

Estado de la propiedad de bienes (Requerido)

Dirección de la calle de la propiedad en alquiler: 1719 Bissell Ave
Ciudad: Richmond Estado: CA Código Postal 94801
Número de Parcela: 540-170-016

¿Tiene la persona o entidad a quien fue dirigido este correo título de la propiedad anterior?
 SÍ → por favor, complete los pasos A-D
 NO → por favor, introduzca la información del nuevo propietario a continuación (si se conoce) y envíe este formulario al Programa de Renta de Richmond (la dirección está en la parte inferior izquierda de esta página)

Información del nuevo propietario

Nombre (nombre y apellido): _____ Número de teléfono: _____
Dirección postal: _____
Ciudad: _____ Estado: _____ Código Postal: _____

A: ¿Quién tiene el título de la propiedad? (Requerido)
TODOS los propietarios deben estar en el título; adjunte hojas adicionales si es necesario, si hay más de 2 propietarios

Información del propietario núm. 1

Nombre (nombre y apellido): Oscar Onofre % de la propiedad: 100
Dirección de Negocios: 1719 Bissell Ave
Ciudad: Richmond Estado: CA Código Postal: 94801
Número de Teléfono de Negocio: _____ Correo Electrónico de Negocios: _____

Si el dueño es un fideicomiso, corporación de responsabilidad limitada, una corporación o alianza empresarial, introduzca el nombre del fideicomisario, el miembro de la administración, el director general o la persona responsable, a continuación.
Nombre: _____ Título: _____

Información del propietario núm. 2

Nombre (nombre y apellido): _____ % de la propiedad (si hubiera): _____
Dirección de Negocios: _____
Ciudad: _____ Estado: _____ Código Postal: _____
Número de Teléfono de Negocio: _____ Correo Electrónico de Negocio: _____

Si el dueño es un fideicomiso, corporación de responsabilidad limitada, una corporación o alianza empresarial, introduzca el nombre del fideicomisario, el miembro de la administración, el director general o la persona responsable, a continuación.
Nombre: _____ Título: _____

B: ¿A quién autoriza a firmar los documentos del Programa de Renta por usted? (Opcional)

AUTORIZAR A UN AGENTE O A UN ADMINISTRADOR DE LA PROPIEDAD (OPCIONAL)

Declaración: Yo soy el dueño de la propiedad identificada anteriormente. Por la presente, autorizo y nombro al siguiente agente, para completar y ejecutar, bajo pena de perjurio, los formularios de inscripción, terminación del arrendamiento y aumento de renta del Programa de Renta de Richmond para esta propiedad. Estoy de acuerdo en estar obligado por cada documento presentado por esta persona en la misma medida, como si yo mismo hubiera completado el documento y ejecutado, bajo pena de perjurio para mí mismo.

Nombre de la empresa (si existe): _____ Nombre del agente: _____
Dirección de Negocio: _____
Ciudad: _____ Estado: _____ Código Postal: _____
Número de Teléfono de Negocio: _____ Correo Electrónico de Negocios: _____

Firma del propietario (requerido): _____

VAYA A PÁGINA 2 ↓

RICHMOND RENT PROGRAM
OCT 24 2019 PM 1:02

C: Correo del Programa de Renta

¿Dónde le gustaría que le enviemos las declaraciones y las notificaciones del Programa de Renta? (Marque UNO)

Dirección de correo de la empresa del propietario número uno

Dirección de correo de la empresa del propietario número dos

Dirección de correo de la empresa del agente autorizado o del administrador de la propiedad

¿Le gustaría usted que agregáramos su correo electrónico a nuestra lista de servicios del Programa de Renta? SÍ NO

D: ¿Cuál es el estado de cada vivienda de alquiler? (Requerido)

Número total de viviendas: 2

Indique su tipo de propiedad (Marque uno)

Multi-unidad (2+ unidades) construidas ANTES del 1 de febrero de 1995

Múltiples unidades (2+ unidades) construidas DESPUÉS del 1 de febrero de 1995

Casa unifamiliar o condominio

Alojamiento en régimen de alojamiento y pensión o SRO (ocupación de una sola habitación) Propiedad de alquiler

Cualquier pequeña unidad de vivienda pequeña permitida construida de conformidad con la Ordenanza de la segunda unidad pequeña de la Ciudad de Richmond (RMC 15.04.810).

Otro: _____

Consulte la tabla que se presenta a continuación para aclaraciones sobre el Código de estado de la unidad

Dirección de la Vivienda	Código de estado de la unidad LISTA TODO LO QUE APLICA Vea códigos abajo	Fecha en el que comenzó el contrato de arrendamiento (día/mes/año)
1234 Main Street (ejemplo)	CR	12/1/2011
#1 1719 BISSSELL AVE	CR	2014-2019
#2 1719 BISSSELL AVE	CR	2018-2019

Si la propiedad tiene más de 5 viviendas, complete la Sección D (Parte 2)

Códigos de estado de la vivienda

[SEC 8] Viviendas en alquiler subvencionadas por el gobierno: Subsidio de la Sección 8 (basadas en el proyecto o en el inquilino)

[LIHTC] Viviendas en alquiler subvencionadas por el gobierno: Deducciones fiscales de vivienda por bajos ingresos (LIHTC, por sus siglas en inglés)

[GOVT. OTH.] Viviendas en alquiler subvencionadas por el gobierno: Otra forma de subsidio, especificar: _____

[BMR] Propietario/promotor entró en un acuerdo regulador con una agencia gubernamental que restringe la cantidad del alquiler o renta que se puede cobrar

[CR] Actualmente alquilado

[AFR] Disponible para alquiler pero no se alquila

[NAR] No disponible en alquiler; no va a estar en el mercado de alquiler, en ningún período, entre el 1 de julio de 2018 y el 30 de junio de 2019

[OWN OCCPD] Ocupado por un dueño de registro

[RENT FREE] La unidad está ocupada por un inquilino en virtud de un acuerdo en el que no se cobra renta o cualquier otra cosa otorgada en lugar de renta para el uso y la ocupación de la unidad de alquiler

[OTROS] Especificar: _____

Declaración y Firma

La persona que firma a continuación declara, por el presente documento, bajo pena de perjurio, bajo las leyes del estado de California, que lo anterior es verdadero y correcto.

Este formulario ha sido completado y firmado por (marque uno):

Propietario en Título Administrador de la propiedad o agente autorizado

Firma: Ch Ch Escribir: Oscar Orozco

Fecha (dd/mm/aaaa): 10 / 24 / 2019

Programa de Renta de la Ciudad de Richmond
FORMULARIO DE INSCRIPCIÓN DE PROPIEDAD ENMENDADO
Este formulario puede ser completado en línea en richmondrent.org/enroll



Complete este formulario para cualquier cambio en el estado de una unidad previamente inscrita en la propiedad, o para cualquier cambio en la propiedad, administración o dirección postal de esta propiedad.

Dirección de la Propiedad de Alquiler
 Dirección de la Propiedad de alquiler: 1719 BISSELL AVE.
 Ciudad: RICHMOND Estado: CA Código Postal: 94801
 Número de Parcela: 540-170-016

A: Cambio de Propiedad
TODOS los propietarios deben estar en el título; adjunte hojas adicionales si es necesario si hay más de 2 propietarios
**Bus. = Empresa*

Información del Propietario 1 (Individuo, Fideicomiso, LLC, etc.)
 Nombre (primero, apellido): Oscar Onofre Catalan Propiedad % : _____
 Dirección postal de la Empresa: [REDACTED]
 Ciudad: San Pablo Estado: CA Código Postal: 94806
 Número de Telf. de la Empresa: [REDACTED] Correo Electrónico de la Empresa: [REDACTED]
 Escriba el nombre del fideicomisario, miembro directivo, director general o responsable a continuación si el Propietario es un fideicomiso, una sociedad de responsabilidad limitada, una corporación o una sociedad comercial.
 Nombre: _____ Título: _____

Información del Propietario 2 (Individuo, Fideicomiso, LLC, etc.)
 Nombre (primero, apellido): Patricia Millan Propiedad % (si la hay): _____
 Dirección postal de la Empresa: [REDACTED]
 Ciudad: San Pablo Estado: CA Código Postal: 94806
 Número de Telf. de la Empresa: [REDACTED] Correo Electrónico de la Empresa: [REDACTED]
 Escriba el nombre del fideicomisario, miembro directivo, director general o responsable a continuación si el Propietario es un fideicomiso, una sociedad de responsabilidad limitada, una corporación o una sociedad comercial.
 Nombre: _____ Título: _____

B: Autorizar a un Agente o Administrador de la Propiedad

Declaración: Soy el propietario de la Propiedad identificada arriba. Por la presente autorizo y designo al siguiente agente para que complete y ejecute, bajo pena de perjurio, los formularios de Inscripción en el Programa de Renta de Richmond, Terminación de la Tenencia y Aumento del Alquiler de esta Propiedad. Acepto estar obligado por cada documento presentado por esta persona en la misma medida que si yo mismo lo hubiera completado y ejecutado bajo pena de perjurio.

Nombre de la empresa (si la hay): _____ Nombre del agente: _____
 Dirección postal de la Empresa: _____
 Ciudad: _____ Estado: _____ Código Postal: _____
 Número de Telf. de la Empresa: _____ Correo Electrónico de la Empresa: _____
 Firma del propietario/a (requerida): _____



C: Cambio de Dirección Postal

Complete esta sección si desea cambiar la dirección a la que se envían las facturas y otra correspondencia. Si hay varios propietarios o un administrador de la propiedad, DEBE ELEGIR ÚNICAMENTE UN nombre y dirección para recibir toda la correspondencia del Programa de Renta.

Propietario/a Administrador de la Propiedad o Agente autorizado

Nombre (primero, apellido): Oscar Onofre Catalan
 Dirección postal de la Empresa: 1719 BISSELL AVE.
 Ciudad: RICHMOND Estado: CA Código Postal: 94801
 Número de Telf. de la Empresa: [REDACTED] Correo Electrónico de la Empresa: [REDACTED]

PASAR A LA PAGINA 2 ↓

**ITEM F-5
ATTACHMENT 4**

**D:
Cambio de
Estado de la
Unidad**

Complete un formulario de inscripción de propiedad si es la primera vez que inscribe una propiedad.

Complete esta sección cuando agregue o cambie el estado de cualquier unidad en esta propiedad (APN).

Este formulario debe completarse y la tarifa debe pagarse dentro de los 30 días posteriores a la fecha en que se alquila la unidad para evitar la imposición de una multa.

Número total de unidades de vivienda: 2

Dirección de la Unidad	Código de estado de la unidad ENUMERE TODO LO QUE SE APLICA <i>Ver los códigos a continuación</i>	Fecha de inicio del alquiler <i>(dd/mm/aaaa)</i>
171912 Bisset Street (Ejemplo)	CR	01/01/2018

Códigos de estado de la vivienda

[SEC 8] Viviendas de alquiler subvencionadas por el gobierno: Sección 8 Subsidio (basado en el proyecto o en el inquilino)

[LIHTC] Viviendas de alquiler subvencionadas por el gobierno: Créditos fiscales para viviendas de bajos ingresos (LIHTC, por sus siglas en inglés)

[GOVT. OTH.] Viviendas de alquiler subvencionadas por el gobierno: Otras formas de subsidio especificar _____

[BMR] El propietario/desarrollador firmó un acuerdo regulador con un organismo gubernamental que restringe el monto del alquiler que se puede cobrar

[CR] La unidad está actualmente alquilada

[AFR] La unidad está disponible para el alquiler pero no está alquilada

*[NAR] La unidad no está disponible para el alquiler; no estará en el mercado de alquiler en ningún período durante el año 1 de julio - 30 de junio

*[OWN OCCPD] La unidad está ocupada por un propietario de registro

*[RENT FREE] La unidad es ocupada por un inquilino en virtud de un acuerdo en el que no se cobra alquiler ni nada que sustituya al alquiler por el uso y la ocupación de la unidad de alquiler

[NEW UNIT] Una unidad adicional que no existía en esta propiedad cuando se inscribió inicialmente.

[OTROS] Especifique: _____

**Para reclamar este estatus de unidad, debe tener una determinación administrativa aprobada. Por favor, póngase en contacto con el Programa de Renta para obtener más información.*

Declaración y Firma

El abajo firmante declara bajo pena de perjurio, de acuerdo con las leyes del Estado de California, que lo anterior es cierto y correcto.

Este formulario ha sido completado y firmado por (marque uno):

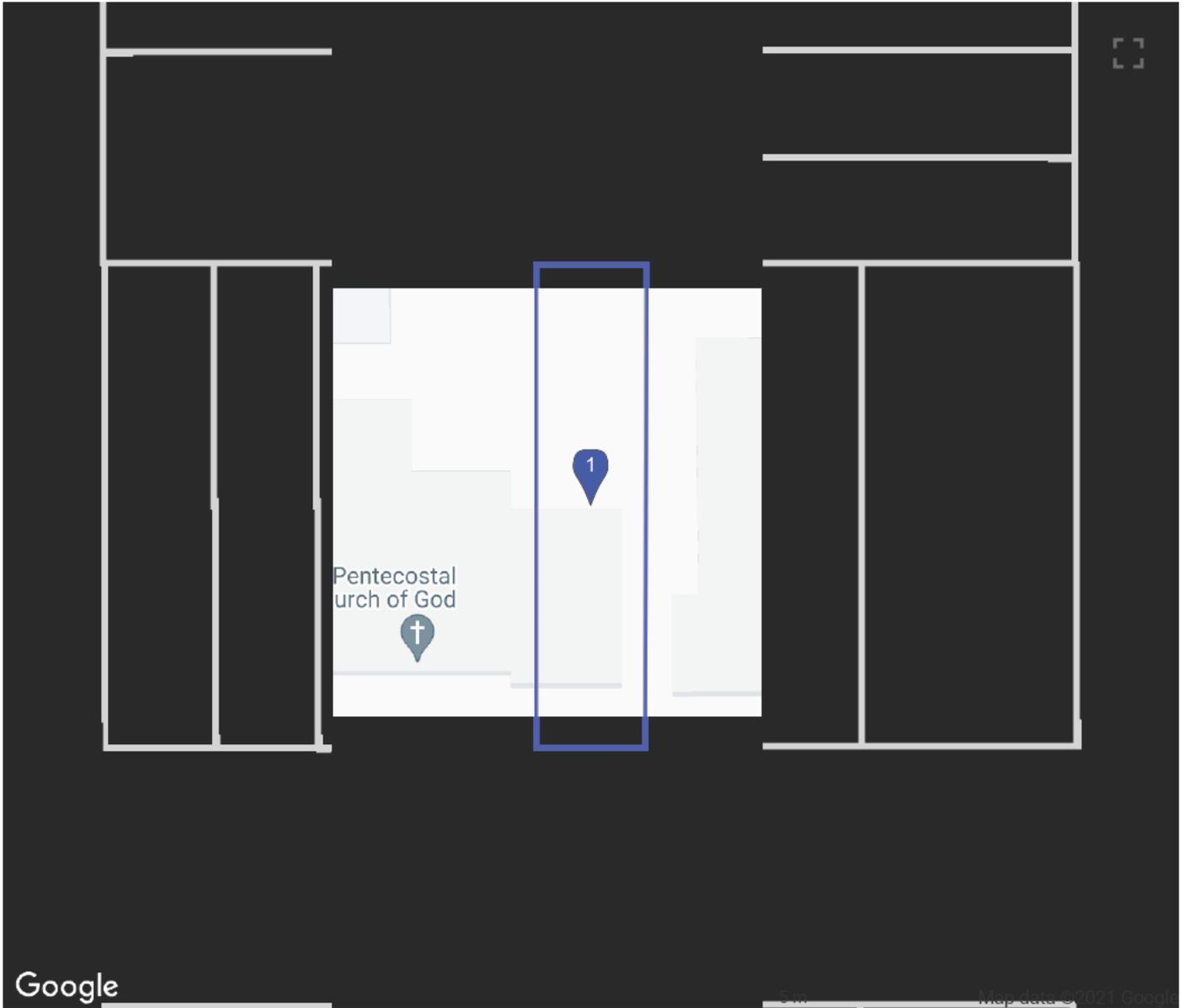
Propietario/a del Título

Administrador de la Propiedad o Agente autorizado

Firma: *[Signature]*

Nombre en letra de imprenta: Oscar Onofre Catalan

Fecha (dd/mm/aaaa): 12 / 17 / 21



Google

© 2015 ParcelQuest www.parcelquest.com (888) 217-8999

Map data © 2021 Google



LIST 1
DETAIL

1 Property Address 1719 BIELL AVE RICHMOND CA 94801 3633

Ownership

County **CONTRA COSTA, CA**
 Assessor: **GUS KRAMER, ASSESSOR**
 Parcel # (APN) **540 170 016 5**
 Parcel Status:
 Owner Name **CATALAN OSCAR ONOFRE CARRANZA PATRICIA MILLAN**
 Mailing Address: [REDACTED]
 Legal Description **CITY OF RICHMOND 25 79**

Assessment

Total Value: \$299,226	Use Code: 21	Use Type: RESID. MULTIPLE FAMILY
Land Value \$177,649	Tax Rate Area 008 133	County Zoning
Impr Value: \$121,577	Year Assd: 2021	Census Tract: 3770.00/1
Other Value	Property Tax	Price/ qFt \$181 12
% Improved: 40%	Delinquent Yr:	
Exempt Amt	HO Exempt N	

Sale History

	Sale 1	Sale 2	Sale 3	Transfer
Document Date	08/26/2014	10/10/2008	07/16/2008	05/21/2018
Document Number:	143324	222471	158096	79170
Document Type	GRANT DEED	GRANT DEED		
Transfer Amount:	\$269,500	\$68,500		
eller (Grantor)				

Property Characteristics

Bedrooms: 4	Fireplace:	Units:
Baths (Full) 2	A/C	ories
Baths (Half):	Heating:	Quality:
Total Rooms 10	Pool	Building Class
Bldg/Liv Area: 1,488	Park Type: GARAGE	Condition: AVERAGE
Lot Acres 0 064	paces 1	ite Influence
Lot SqFt: 2,825	Garage SqFt: 275	Timber Preserve:
Year Built 1909		Ag Preserve
Effective Year: 1919		

Chronology Actions

FY 2021-2022 FRJC INVOICE

	Type of Action Action By	Action Date	Completion Date
RC17-43926	1719 BISSELL AVE 1 FY 2021-2022 FRJC INVOICE RAMONA HOWELL	7/6/2021	7/6/2021
	NOTES: (06/28/2021 07:34:03 PM RH1) 2022 FRJC Invoice Sent (CRW) System Generated		
RC17-25967	1719 BISSELL AVE 2 FY 2021-2022 FRJC INVOICE RAMONA HOWELL	7/6/2021	7/6/2021
	NOTES: (06/28/2021 07:34:03 PM RH1) 2022 FRJC Invoice Sent (CRW) System Generated		

MEETING

	Type of Action Action By	Action Date	Completion Date
RC540170016	MEETING PHILIP VERMA	10/24/2019	10/24/2019
	NOTES: (10/24/2019 1:10:28 PM PV) Action Created (PV) LL came in wanting to do OMI on one unit. In the system, one unit was listed as HO exempt.. mailing address was same as property and AEC trakit says mail had been returned but LL said this is the right address. Had not enrolled or registered tenancies or paid past FYs except 2016-17. Completed enrollment but did not pay or do tenancy reg, will come back later to do that. I told him he may accumulate late fees if he doesn't pay soon. Discussed OMI restrictions and requirements, downstairs unit has long-term tenant w disability but he wants to move in w mom who is over 62. Also says he hasn't done rent increases - will come back to calculate those after he confirms base rent for tenancy reg.		

PETITION MAILED

	Type of Action Action By	Action Date	Completion Date
RC17-43926	1719 BISSELL AVE 1 PETITION MAILED CYNTHIA SHAW	8/3/2018	8/3/2018
	NOTES: (9/12/2018 3:08:25 PM CS3) Action Created		

PHONE CALL

	Type of Action Action By	Action Date	Completion Date
RC17-43926	1719 BISSELL AVE 1 PHONE CALL MAGALY CHAVEZ	4/4/2018	4/4/2018
	NOTES: (4/4/2018 4:10:44 PM MC1) Action Created		

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

STATEMENT

Statement Date	Reference Number
01-12-2022	[REDACTED]
Amount Due Now	
638.00	

Property Owner/Landlord Mailing Address

Onofre Oscar
[REDACTED]
San Pablo, CA 94806

FRJC Registration#: [REDACTED]

Invoice Date	Description	Comments	Amount	Amount Due	Paid Amount	Date Paid	Receipt No
07-26-2017	RC17-43926 / 1719 BISSELL AVE 1		145.00		145.00	03-19-2018	B010
11-07-2018	RC17-43926 / 1719 BISSELL AVE 1		207.00		207.00	12-15-2021	MULTI12389
07-15-2019	RC17-43926 / 1719 BISSELL AVE 1		0.00				
08-20-2019	RC17-43926 / 1719 BISSELL AVE 1		212.00		212.00	12-15-2021	MULTI12389
06-26-2020	RC17-43926 / 1719 BISSELL AVE 1		219.00		219.00	12-15-2021	MULTI12389
04-02-2021	RC17-43926 / 1719 BISSELL AVE 1		103.50	103.50			
04-02-2021	RC17-43926 / 1719 BISSELL AVE 1		106.00	106.00			
04-02-2021	RC17-43926 / 1719 BISSELL AVE 1		109.50	109.50			
06-30-2021	RC17-43926 / 1719 BISSELL AVE 1		0.00				
07-01-2021	RC17-43926 / 1719 BISSELL AVE 1		218.00		218.00	12-15-2021	MULTI12389
10-24-2019	RC17-25967 / 1719 BISSELL AVE 2		0.00				
10-24-2019	RC17-25967 / 1719 BISSELL AVE 2		207.00		207.00	12-15-2021	MULTI12389
10-24-2019	RC17-25967 / 1719 BISSELL AVE 2		212.00		212.00	12-15-2021	MULTI12389
06-26-2020	RC17-25967 / 1719 BISSELL AVE 2		219.00		219.00	12-15-2021	MULTI12389
04-02-2021	RC17-25967 / 1719 BISSELL AVE 2		103.50	103.50			
04-02-2021	RC17-25967 / 1719 BISSELL AVE 2		106.00	106.00			

1 to 30 Days Past Due	31 to 60 Days Past Due	61 to 90 Days Past Due	91 to 120 Days Past Due	Over 120 Days Past Due
				\$638.00

If you would like to pay your bill in full using your credit card, go to our secure payment page. You must login using the *Contractor/Landlord* portal to pay fees
<https://etrakit.ci.richmond.ca.us>

Statement Total: \$638.00

One Time Credit Card Payment Authorization	
Visa or MasterCard Only	
Cardholder Name:	Phone #:
Billing Address:	Zip:
Card: [REDACTED]	EXPIRATION DATE: [REDACTED] CVC Code [REDACTED]
Signature:	Date: [REDACTED] Authorization Amount: \$ [REDACTED]
<p>Make Checks Payable and REMIT TO:</p> <p>City of Richmond c/o Finance Department 450 CIVIC CENTER PLAZA P.O. Box 4046 RICHMOND, CA 94804 <i>Return this form with your payment</i></p>	<p>Reference Number: R [REDACTED] Statement Date: 01-12-2022 Customer name: Onofre Oscar Amount Due Now: 638.00</p> <p><small>Do not staple check to invoice include the Reference number on all correspondence it helps us serve you better.</small></p>

If you sent your payment, please disregard this notice, as our letters may have crossed in the mail.
For additional information contact the City of Richmond Rent Program: 440 Civic Center Plaza
Richmond, CA 94804, phone (510)-234-RENT (7368), or www.richmondrent.org

CITY OF RICHMOND

Rent Program

Onofre Oscar

San Pablo, CA 94806

**ITEM F-5
ATTACHMENT 7**

STATEMENT

Statement Date

01-12-2022

Reference Number

[REDACTED]

Page 2 of 2

Invoice Date	Description	Comments	Amount	Amount Due	Paid Amount	Date Paid	Receipt No
04-02-2021	RC17-25967 / 1719 BISSELL AVE 2		109.50	109.50			
06-30-2021	RC17-25967 / 1719 BISSELL AVE 2		0.00				
07-01-2021	RC17-25967 / 1719 BISSELL AVE 2		218.00		218.00	12-15-2021	MULTI12389
				638.00			

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: January 19, 2022

Final Decision Date Deadline: January 19, 2022

STATEMENT OF THE ISSUE: On March 17, 2020, Governor Newsom signed Executive Order N-29-20, which suspended certain portions of the Ralph M. Brown Act (Cal. Gov. Code § 54950 et seq.) related to the holding of teleconferenced meetings by City legislative bodies. Among other things, Executive Order N-29-20 suspended requirements that each location from which an official accesses a teleconferenced meeting be accessible to the public. These changes were necessary to allow teleconferencing to be used as a tool for ensuring social distancing. City legislative bodies have held public meetings via videoconference and teleconference pursuant to these provisions since March 2020. These provisions of Executive Order N-29-20 expired on September 30, 2021. Prior to its expiration, California legislators passed Assembly Bill 361 (Rivas), which, among other things, continues to permit public meetings via videoconference and teleconference, where the Board makes findings of the circumstances justifying the continuing need to meet via videoconference and Teleconference. This item requests that the Board review the circumstances of the continued state of emergency posed by the spread of COVID-19, and find that the state of emergency continues to directly impact the ability of the public and members of Board to meet safely in person, that holding public meetings in person would present imminent risks to the health and safety of attendees, and that state and local officials continue to promote social distancing, mask wearing and vaccination.

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: ADOPT a resolution making the required findings pursuant to Government Code Section 54953(e)(3) and determining that as a result of the continued threat to public health and safety posed by the spread of COVID-19, City legislative bodies shall continue to meet via videoconference and teleconference – Rent Program (Charles Oshinuga 621-1202).

AGENDA ITEM NO:

F-6.

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AGENDA REPORT

DATE: January 19, 2022

TO: Chair Finlay and Members of the Rent Board

FROM: Charles Oshinuga, Staff Attorney

SUBJECT: Resolution Making Required Findings Pursuant to the Government Code and Directing the Rent Board to Continue to Meet Via Videoconference and Teleconference

STATEMENT OF THE ISSUE:

On March 17, 2020, Governor Newsom signed Executive Order N-29-20, which suspended certain portions of the Ralph M. Brown Act (Cal. Gov. Code § 54950 et seq.) related to the holding of teleconferenced meetings by City legislative bodies. Among other things, Executive Order N-29-20 suspended requirements that each location from which an official accesses a teleconferenced meeting be accessible to the public. These changes were necessary to allow teleconferencing to be used as a tool for ensuring social distancing. City legislative bodies have held public meetings via videoconference and teleconference pursuant to these provisions since March 2020. These provisions of Executive Order N-29-20 expired on September 30, 2021. Prior to its expiration, California legislators passed Assembly Bill 361 (Rivas), which, among other things, continues to permit public meetings via videoconference and teleconference, where the Board makes findings of the circumstances justifying the continuing need to meet via videoconference and Teleconference. This item requests that the Board review the circumstances of the continued state of emergency posed by the spread of COVID-19, and find that the state of emergency continues to directly impact the ability of the public and members of Board to meet safely in person, that holding public meetings in person would present imminent risks to the health and safety of attendees, and that state and local officials continue to promote social distancing, mask wearing and vaccination.

RECOMMENDED ACTION:

ADOPT a resolution making the required findings pursuant to Government Code Section 54953(e)(3) and determining that as a result of the continued threat to public health and safety posed by the spread of COVID-19, City legislative bodies shall continue to meet via videoconference and teleconference.

FISCAL IMPACT:

There is no fiscal impact.

DISCUSSION:

Background

On March 17, 2020, Governor Newsom signed Executive Order N-29-20, which suspended certain portions of the Ralph M. Brown Act (Cal. Gov. Code § 54950 et seq.) related to the holding of teleconferenced meetings by City legislative bodies. Among other things, Executive Order N-29-20 suspended requirements that each location from which an official accesses a teleconferenced meeting be accessible to the public. These changes were necessary to allow teleconferencing to be used as a tool for ensuring social distancing. City legislative bodies have held public meetings via videoconference and teleconference pursuant to these provisions since March 2020. These provisions of Executive Order N-29-20 expired on September 30, 2021.

Prior to the Expiration of Executive Order N-29-20, on September 16, 2021, Assembly Bill 361 (Rivas), was signed into law by Governor Newsom, amending a portion of the Brown Act (Government Code Section 54953) to authorize the Board, during the state of emergency, to determine that, due to the spread of COVID-19, holding in-person public meetings would present an imminent risk to the health or safety of attendees, and therefore the Board must continue to meet via videoconference and teleconference. Assembly Bill 361 requires that the Board must review and ratify such a determination every thirty (30) days. Therefore, if the Board passes this resolution on October 20, 2021, the Board will need to review and ratify the resolution by November 20, 2021, and every Board meeting thereafter.

Discussion

COVID-19 continues to pose a serious threat to public health and safety. There are now approximately 20,879, 15,380 confirmed cases of COVID-19 and at least 146 deaths in the City of Richmond. That is an increase of 5,500 confirmed Covid cases and 3 deaths in approximately 30 days. Additionally, the SARS-CoV-2 B.1.617.2 (“Delta”) variant of COVID-19 is no longer the dominant variant. Instead, the City of Richmond, along with the rest of the nation, is battling a new variant, the Omicron variant. Omicron’s communicability has been alarming health experts around the world, as it seems to infect both the vaccinated and unvaccinated population. As a result of the continued threat to public health posed by the spread of COVID-19, state and local officials continue to impose or recommend measures to promote social distancing, mask wearing and vaccination. Holding Board meetings in person would present imminent risks to the health and safety of the public and members of Board, and therefore public meetings cannot safely be held in person at this time.

ITEM F-6

The attached Resolution would enable the Board to continue to hold public meetings via videoconference and teleconference in order to continue to socially distance and limit the spread of COVID-19.

Recommended Action

Given the continual presence and impact of Covid-19, the need to take adequate precautions to limit the spread of the virus and subsequent death, is greater now more than ever. As such, staff members recommend that the Board adopt a resolution making the required findings pursuant to Government Code Section 54953(e)(3) and determining that as a result of the continued threat to public health and safety posed by the spread of COVID-19, City policy bodies shall continue to meet via videoconference and teleconference.

DOCUMENTS ATTACHED:

Attachment 1 – Resolution 21-05

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RESOLUTION NO. 22-01

MAKING FINDINGS TO ALLOW CONTINUED USE OF TELECONFERENCING FOR MEETINGS OF THE RICHMOND RENT BOARD PURSUANT TO THE PROVISIONS OF AB 361

WHEREAS, in response to the COVID-19 pandemic, the Governor adopted a series of Executive Orders allowing the legislative bodies of local governments to meet remotely via teleconference through September 30, 2021 so long as other provisions of the Ralph M. Brown Act were followed; and

WHEREAS, on September 16, 2021, the Governor signed into law as an urgency measure, AB 361 a bill that amends the Brown Act to allow local policy bodies to continue to meet by teleconferencing during a state of emergency without complying with restrictions in state law that would otherwise apply, provided that the policy bodies make certain findings at least once every 30 days; and

WHEREAS, the Richmond Rent Board is a local governmental body that was established as an independent agency and vested with broad powers of administering and executing the provisions of the Fair Rent, Just Cause, and Homeowner Protection Ordinance; and

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

WHEREAS, as an independent agency, the Richmond Rent Board operates independent from and is not subject the City of Richmond City Council’s Resolutions governing boards, commissions, and other local policy bodies; and

WHEREAS, given its degree of independence and autonomy from City Council, the City of Richmond Rent Board has separately considered the current state of health guidance related to public meetings in Contra Costa County and finds it necessary to continue with remote meetings for the next 30 days to promote public health and safety; and

WHEREAS, in its future considerations of whether remote meetings are still necessary, the City of Richmond Rent Board shall consider and take into account the City of Richmond City Council’s decision on whether to continue remotely, prior to reaching its ultimate findings on the issue; and

WHEREAS, the entire State of California remains under a proclaimed state of emergency as declared by the Governor of the state of California related to the COVID-19 pandemic; and

WHEREAS, the California Department of Public Health continues to require the use of face coverings in indoor settings in order to help stop the spread of the virus. The Health Officer for Contra Costa County published “Recommendations for Safely Holding Public Meetings” on September 20, 2021. Those recommendations “strongly recommend” on-online meetings, that local agencies should provide

options for the public to participate without having to attend meetings in person, and that social distancing should be used, including six feet of spacing between all in attendance; and

WHEREAS, without limiting any requirements under applicable federal, state or local pandemic-related rules, orders or directives of the Health Officer of Contra Costa County, who has advised that for group gatherings indoors, such as meetings of city council's, boards and commissions, people can increase safety and greatly reduce risks to health and safety of attendees from COVID-19 by maximizing ventilation, wearing well-fitting masks, using physical distancing where the vaccination status of attendees is not known, and considering holding the meeting remotely if feasible, especially for long meetings, with many attendees with unknown vaccination status and where ventilation may not be optimal; and

WHEREAS, the City of Richmond Rent Board has met remotely during the COVID-19 pandemic and can continue to do so in a manner that allows public participation and transparency while minimizing health risks to members, staff, and the public who would be present with in-person meetings while this emergency continues.

NOW, THEREFORE, BE IT RESOLVED, That the City of Richmond Rent Board finds as follows:

1. As described above, the State of California, the County of Contra Costa and the City of Richmond remain in a state of emergency due to the COVI-19 pandemic. At this meeting the City of Richmond Rent Board has considered the circumstances of the state of emergency; and
2. As described above State and County officials continue to recommend measures to promote physical distancing and other social distancing measures, in some settings; and
3. As described above meetings of this body in person would present imminent risks to the safety of attendees, and the state of emergency continues to directly impact the ability of members to meet safely in public; and:

BE IT FURTHER RESOLVED That the City of Richmond Rent Board approves the continued use of teleconferencing for public meetings of City legislative bodies for the next 30 days based on the findings required by Government Code Section 549539(e), as amended by AB 361; and

BE IT FURTHER RESOLVED, That at least for the next 30 days, meetings of the City of Richmond Rent Board will continue to occur exclusively by teleconferencing technology (and not by any in-person meetings or any other meetings with public access to the places where any policy body member is present for the meeting). Such meeting of the City of Richmond Rent Board that occur by teleconferencing technology will provide an opportunity for members of the public to address the body and will otherwise occur in a manner that protects the statutory and constitutional rights of the public attending the meeting via teleconferencing, and;

BE IT FURTHER RESOLVED That the Executive Director of the Rent Program is directed to place a resolution substantially similar to this resolution on the agenda of a future meeting of the City of Richmond Rent Board within the next 30 days.

APPROVED by the City of Richmond Rent Board at a regular meeting on December 15, 2021 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

RENT BOARD CHAIR

APPROVED AS TO FORM:

ATTEST:

STAFF ATTORNEY

RENT BOARD CLERK

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: January 19, 2022

Final Decision Date Deadline: January 19, 2022

STATEMENT OF THE ISSUE: In November 2020, staff members issued a request for proposals (RFP) for interpretation services to be utilized by Hearings and Public Information Units. After a thorough review of all proposals received in response to the RFP, staff members identified Cal Interpreting and Translation (hereinafter, "CIT") as the service provider most qualified to meet the needs of the agency. Consequently, on December 16, 2020, staff members agendized an item for the Board to approve a contract with CIT. As part of the agenda packet and consistent with both the Brown Act and City of Richmond's practices, staff members published CIT's proposal. However, prior to the item coming before the Board, an appeal was filed challenging staff members award of the contract to CIT. Following an appeal of the original evaluation committee's selection of CIT, a newly formed evaluation committee reviewed all proposals received in response to the RFP and identified Interpreters Unlimited (hereinafter, "IU") as the service provider most qualified to meet the needs of the agency. Consequently, on February 17, 2021, staff members agendized an item for the Board to approve a contract with IU. As part of the agenda packet and consistent with both the Brown Act and City of Richmond's practices, staff members published IU's proposal.

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: DIRECT staff members to redact the information from its December 17, 2020 agenda, in a manner consistent with Attachment 1 – Rent Program (Nicolas Traylor/Charles Oshinuga 620-6564).

AGENDA ITEM NO:

G-1.

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AGENDA REPORT

DATE: January 19, 2022

TO: Chair Finlay and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Charles Oshinuga, General Counsel

SUBJECT: Resolution Making Required Findings Pursuant to the Government Code and Directing the Rent Board to Continue to Meet Via Videoconference and Teleconference

STATEMENT OF THE ISSUE:

In November 2020, staff members issued a request for proposals (RFP) for interpretation services to be utilized by Hearings and Public Information Units. After a thorough review of all proposals received in response to the RFP, staff members identified Cal Interpreting and Translation (hereinafter, "CIT") as the service provider most qualified to meet the needs of the agency. Consequently, on December 16, 2020, staff members agendized an item for the Board to approve a contract with CIT. As part of the agenda packet and consistent with both the Brown Act and City of Richmond's practices, staff members published CIT's proposal. However, prior to the item coming before the Board, an appeal was filed challenging staff members award of the contract to CIT. Following an appeal of the original evaluation committee's selection of CIT, a newly formed evaluation committee reviewed all proposals received in response to the RFP and identified Interpreters Unlimited (hereinafter, "IU") as the service provider most qualified to meet the needs of the agency. Consequently, on February 17, 2021, staff members agendized an item for the Board to approve a contract with IU. As part of the agenda packet and consistent with both the Brown Act and City of Richmond's practices, staff members published IU's proposal.

Now, CIT's counsel asserts that CIT is experiencing financial harm due to the information within their proposal becoming public. Their counsel request that the Board redact or remove some information from its December 17, 2020 agenda.

RECOMMENDED ACTION:

DIRECT staff members to redact the information from its December 17, 2020 agenda, in a manner consistent with Attachment 1.

FISCAL IMPACT:

There is no fiscal impact.

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. After a thorough review of all proposals received in response to the RFP, staff members identified Cal Interpreting and Translation (hereinafter, "CIT") as the service provider most qualified to meet the needs of the agency. Consequently, on December 16, 2020, staff members agendized an item for the Board to approve a contract with CIT. As part of the agenda packet and consistent with both the Brown Act and City of Richmond's practices, staff members published CIT's proposal. However, prior to the item coming before the Board, an appeal was filed challenging staff members award of the contract to CIT. Following an appeal of the original evaluation committee's selection of CIT, a newly formed evaluation committee reviewed all proposals received in response to the RFP and identified Interpreters Unlimited (hereinafter, "IU") as the service provider most qualified to meet the needs of the agency. Consequently, on February 17, 2021, staff members agendized an item for the Board to approve a contract with IU. As part of the agenda packet and consistent with both the Brown Act and City of Richmond's practices, staff members published IU's proposal.

On December 28, 2021, staff members received a letter from CIT's counsel demanding that CIT's published 2020 proposal either be removed or redacted as such information contained trade secrets and were financially harmful to his client. The Rent Board's General Counsel contacted CIT's counsel and after some back and forth, CIT's counsel agreed to rescind the earlier demand letter and issue a request to the Board to provide CIT a courtesy by redacting information that CIT has deemed to be sensitive.

Discussion

Publishing the proposals of an awarded contractor is not only consistent with City of Richmond' past practices, it is required by the Brown Act. There is no obligation to redact information as requested by counsel for CIT. However, the Rent Board is free to exercise its discretion by providing a member of the public with a courtesy in the form of removal of particularized information that may be potentially harmful. After reviewing counsel for CIT's request, staff members find it reasonable to want to remove the phone numbers, resume, personal addresses, and other related information from the public eye. Thus, staff is recommending that the Rent Board order staff to redact the information as identified in Attachment 1.

Recommended Action

DIRECT staff members to redact the information from its December 17, 2020 agenda, in a manner consistent with Attachment 1.

DOCUMENTS ATTACHED:

Attachment 1 – Letter from CIT’s Counsel

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January 3, 2022

Via Electronic Mail Only

The City of Richmond Rent Board

Virginia Finlay, Chair

vfinlay@richmondrent.org

Shiva Mishek, Vice Chair

smishek@richmondrent.org

Alana Grice Conner

aconner@richmondrent.org

Carole Johnson

cjohnson@richmondrent.org

Michael Vasilas

mvasilas@richmondrent.org

Cc: Charles Oshinnuga, Esq.

charles_oshinuga@ci.richmond.ca.us

RE: Publication of CIT's Bid Proposal

Dear Rent Board:

I had the privilege of speaking with your counsel this morning.

Although we do not necessary see eye-to-eye on some of the legal issues that we discussed, my client would greatly appreciate if, as a courtesy, the City would redact certain information from CIT's bid proposal, as reflected as in the attached redacted version of the bid.

In our opinion, this proposed solution would satisfy the City's obligations under the Brown Act and at the same time, stop the continuing financial harm that my client suffers from having its trade secrets continue to be publicly available.

By this letter, I am retracting the demand letters previously sent, but I am making a courtesy request instead.

Kindly inform me whether the City is amenable to this proposed solution no later than 3 weeks from the date of this letter.

Sincerely,
Rabin Saidian

Rabin Saidian

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AGENDA ITEM REQUEST FORM

**ITEM G-1
ATTACHMENT 1**

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: December 16, 2020

Final Decision Date Deadline: December 16, 2020

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

INDICATE APPROPRIATE BODY

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

AGENDA ITEM NO:

F-4.

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AGENDA REPORT

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

STATEMENT OF THE ISSUE:

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

RECOMMENDED ACTION:

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

FISCAL IMPACT:

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

DISCUSSION:

Background

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

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

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

Proposed Service Plan and Execution of Contract

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

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

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

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

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

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

Activity No. 2: Scheduling of Interpretation

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

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

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

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

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

Activity No. 3: Interpretation for Petition Hearings

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

Activity No. 4: Interpretation for Appeal Hearings

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

Activity No. 5: Interpretation for Counseling Sessions

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

Activity No. 6: Interpretation for Community Workshops

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

Conclusion

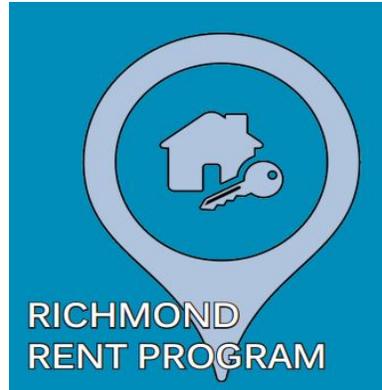
Staff members recommend approval of a contract for interpretation services with Cal Interpreting and Translation, in the amount of \$3,000 for the remainder of the 2020-21 fiscal year.

DOCUMENTS ATTACHED:

Attachment 1 – November 2020 Request for Proposals for Interpretation Services

Attachment 2 – Cal Interpreting and Translation Proposal

Attachment 3 – Proposed Contract



CITY OF RICHMOND RENT PROGRAM

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

REQUEST FOR PROPOSALS FOR INTERPRETATION SERVICES

November 12, 2020

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

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

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

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

INTRODUCTION

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

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

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

Table 1. Available Funds in Fiscal Year 2020-21

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

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

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

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

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

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

BACKGROUND

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

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

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

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

SUMMARY OF REQUESTED SERVICES AND DELIVERABLES

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

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

PROPOSAL SUBMISSION REQUIREMENTS AND CRITERIA

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

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

TIMELINE AND PROCESS

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

Table 2. Proposed Timeline

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

DEADLINE TO SUBMIT RFP QUESTIONS

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

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

SUBMISSION INSTRUCTIONS

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

EVALUATION OF PROPOSAL

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

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

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

Table 3. Evaluation Criteria

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

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

NOTICE OF AWARDED CONTRACT

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

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

ATTACHMENT 1
~~ATTACHMENT 4~~
ATTACHMENT 1

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

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

OTHER TERMS AND CONDITIONS

Conditions

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

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

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

Indemnification

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

Insurance Requirements

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

Business License Requirement

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

Compliance with City Ordinances

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

ATTACHMENTS

Attachment A – City of Richmond Rent Board Standard Contract

Attachment B – Insurance Requirements – Type 2 – Professional Services

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**CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT**

**ITEM G-1
ATTACHMENT 1**

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

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

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

Company Name: _____
 Street Address: _____
 City, State, Zip Code: _____
 Contact Person: _____
 Telephone: _____ Email: _____
 Business License No: _____ Expiration Date: _____

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

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

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

RENT PROGRAM

CONTRACTOR:

By: _____

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

Title:

By: _____

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

Title: _____

Date Signed: _____

By: _____

Board Clerk

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

Approved as to form:

By: _____

By: _____

Board Legal Counsel

Title: _____

Date Signed: _____

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

LIST OF ATTACHMENTS:

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

**EXHIBIT A
SERVICE PLAN**

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

EXHIBIT B
PAYMENT PROVISIONS

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

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

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

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

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

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

City of Richmond Rent Program

440 Civic Center Plaza, Suite 200

Richmond, CA 94804

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

**EXHIBIT E
SPECIAL CONDITIONS**

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

**EXHIBIT F
INSURANCE PROVISIONS**

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

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EXHIBIT D
GENERAL CONDITIONS

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

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

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

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, Contractor shall make these records available to authorized representatives of the RENT BOARD, the State of California, and the United States Government, subject to Contractor's duty to maintain attorney/client privilege and client confidentiality.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The

Contractor's accounting and control systems shall be satisfactory to RENT BOARD. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The RENT BOARD shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

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

RENT BOARD further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract. Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

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

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

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

Executive Director of the Richmond Rent Program.

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

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that RENT BOARD's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.
10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. RENT BOARD has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that RENT BOARD, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from RENT BOARD.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by RENT BOARD; provided, however, that RENT BOARD may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, RENT BOARD and or Executive Director of the Richmond Rent Program may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to RENT BOARD. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by RENT BOARD in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the RENT BOARD's last payment

shall be transferred and assigned to RENT BOARD. Additionally, in the event of termination, the RENT BOARD may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, RENT BOARD or Executive Director of the Richmond Rent Program may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by RENT BOARD by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the RENT BOARD may proceed with the work in any reasonable manner it chooses.
14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no RENT BOARD official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to RENT BOARD forthwith. This provision shall survive the termination of this Contract for one (1) year.
15. Indemnification. (a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the RENT BOARD, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the RENT BOARD. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the RENT BOARD and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

(b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the RENT BOARD, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct,

negligent acts, errors or omissions, ultra-hazardous activities, activities involving 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, in 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 in 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. ATTACHMENT 1
authorized to enter into and execute this Contract on behalf of Contractor.

37. Waiver. The waiver by RENT BOARD of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the RENT BOARD relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the RENT BOARD be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.
39. Performance and Final Acceptance. Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract. Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which RENT BOARD may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Required Policy Conditions

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

Umbrella/Excess Liability Policies

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

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

Claims-Made Policies

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

Subcontractors

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

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

Verification of Coverage

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

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

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

Continuous Coverage

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

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

Cancellation

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

Reporting Requirements

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

Consistent with Public Policy

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

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INTERPRETATION SERVICES



CITY OF

Richmond CALIFORNIA

NOVEMBER 27, 2020



Cal Interpreting & Translations

2501 W. Burbank Blvd., Ste 311

Burbank, CA 91505

www.calinterpreting.com

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



AUTHORIZED REPRESENTATIVES:

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COVER LETTER

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

November 27, 2020

Dear Evaluators:

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

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

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

Kindest Regards,



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

ORGANIZATIONAL BACKGROUND

ABOUT CIT

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

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

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

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

WHY CHOOSE CIT?

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

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

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

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

CRRP'S LIAISON & CENTRAL CONTACT PERSON AT CIT

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

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

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

SCOPE OF SERVICES

CIT'S INTERPRETATION SERVICES

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

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

LANGUAGES IN WHICH CIT INTERPRETS

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

ITEM G-1 ATTACHMENT 1

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

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

ONSITE INTERPRETING

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

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

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

Handling of Dropped Calls & Video Remote Disturbances

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

INTERPRETING EQUIPMENT

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

Figure 2. Telephonic & Video Remote Interpreting Service Highlights



**OVER THE PHONE
INTERPRETING**

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

CONNECT IN JUST
10 SECONDS!

**VIDEO REMOTE
INTERPRETING**

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



FIRM AND PERSONNEL EXPERIENCE

CIT'S CERTIFIED LINGUISTS

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

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

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

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

RELEVANT EXPERIENCE

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

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

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

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

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

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

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

SUB CONSULTANTS

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

REFERENCES

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

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

FEE SCHEDULE

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

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

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

CONFLICT(S) OF INTEREST

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

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

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

PROOF OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

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

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2016/03)

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APPENDICES

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March 9, 2020

To Whom It May Concern:

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

Sincerely,

Resume

P: 888-737-9009

Total Saidian

P 2

Resume



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**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:

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

Company Name: **Cal Interpreting & Translations**
 Street Address: **2501 W. Burbank Blvd., Ste 311**
 City, State, Zip Code: **Burbank, CA 91505**
 Contact Person: **Igal Saidian**
 Telephone: **(888) 737-9009** Email: **igal@calinterpreting.com**

Business License No: _____ **Expiration Date:** _____

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

- Term. The effective date of this Contract is **January 1, 2021** and it terminates **June 30, 2021**, unless terminated as provided herein.
- 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.
- 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.
- Rent Board Obligations. Rent Board shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

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

RENT BOARD:

CONTRACTOR:

By: _____

 Executive Director

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

By: _____

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

Title: _____

Date Signed: _____

By: _____

 Board Clerk

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

By: _____

Approved as to form:

By: _____

 Board Legal Counsel

Title: _____

Date Signed: _____

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

LIST OF ATTACHMENTS:

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

**EXHIBIT A
SERVICE PLAN**

1. **Scope of Services:** Contractor shall provide and perform the services set forth below in a satisfactory and proper manner as determined by either the Rent Board or Executive Director of the Richmond Rent Program, and in accordance with the terms and conditions of this Contract, as described below.

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

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

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

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

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

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

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

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

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TRANSLATIONS**

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

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

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

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

Activity No. 3: Interpretation for Petition Hearings

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

Activity No. 4: Interpretation for Appeal Hearings

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

Activity No. 5: Interpretation for Counseling Sessions

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

For the Contract between the City of
Richmond Rent Board and

**CAL INTERPRETING &
TRANSLATIONS**

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

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

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For the Contract between the City of
Richmond Rent Board and

CAL INTERPRETING &
TRANSLATIONS

**EXHIBIT B
PAYMENT PROVISIONS**

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

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

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

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

2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. Invoices shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the Rent Board. Contractor may be required to provide back-up material upon request. Contractor shall not bill Rent Board for travel time, unless extenuating circumstances arrive and such arrangement is approved in advance by the Executive Director.
3. Contractor shall submit timely invoices to the following address:
- Attention: City of Richmond Finance Department - Accounts Payable**
- Project Manager: Paige Roosa**
- P.O. Box 4046**
- Richmond, CA 94804**
4. All invoices that are submitted by Contractor shall be subject to the approval of the Rent Board Project Manager, Paige Roosa, before payments shall be authorized. Questions concerning an invoice may be directed to Contractor at accounting@calinterpreting.com or (888) 737-9009 for a prompt response.
5. The Rent Board will pay invoice(s) within 45 days after completion of services to the Rent Board's satisfaction. The Rent Board shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of

ITEM G-1

ATTACHMENT 1

For the Contract between the City of
Richmond Rent Board and

**CAL INTERPRETING &
TRANSLATIONS**

this Contract for payments to continue to be authorized.

7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the Rent Board. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

**EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES**

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

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

Paige Roosa

City of Richmond Rent Program

440 Civic Center Plaza, Suite 200

Richmond, CA 94804

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

Igal Saidian

Cal Interpreting & Translations

2501 W. Burbank Blvd., Ste. 311

Burbank, CA 91505

ITEM G-1

ATTACHMENT 1

For the Contract between the City of
Richmond Rent Board and

CAL INTERPRETING &
TRANSLATIONS

EXHIBIT E
SPECIAL CONDITIONS

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

ITEM G-1

ATTACHMENT 1

For the Contract between the City of
Richmond Rent Board and

CAL INTERPRETING &
TRANSLATIONS

EXHIBIT F
INSURANCE PROVISIONS

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

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EXHIBIT D
GENERAL CONDITIONS

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

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

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

Contractor shall retain all documents pertaining to this Contract for a period of five (5) years after this Contract's termination (or for any further period that is required by law) and until all Federal or State audits are complete and exceptions resolved for this contract's funding period. Upon request, Contractor shall make these records available to authorized representatives of the RENT BOARD, the State of California, and the United States Government, subject to Contractor's duty to maintain attorney/client privilege and client confidentiality.

Contractor shall keep full and detailed accounts, maintain records, and exercise such controls as may be necessary for proper financial management under this Contract. The

Contractor's accounting and control systems shall be satisfactory to RENT BOARD. Contractor's accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of total costs charged under this Contract, including properly executed payrolls, time records, utility bills, invoices and vouchers. The RENT BOARD shall be afforded prompt access to Contractor's records, books, and Contractor shall preserve such project records for a period of at least five (5) years after the termination of this Contract, or for such longer period as may be required by law.

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

RENT BOARD further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract. Pursuant to California Government Code § 10527, the parties to this Contract shall be subject to the examination and audit of representatives of the Auditor General of the State of California for a period of three (3) years after final payment under this Contract. The examination and audit shall be confined to those matters connected with the performance of this Contract including, but not limited to, the cost of administering this Contract.

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

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

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

Executive Director of the Richmond Rent Program.

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

9. Additional Assistance. If this Contract requires Contractor to prepare plans and specifications, Contractor shall provide assistance as necessary to resolve any questions regarding such plans and specifications that may arise during the period of advertising for bids, and Contractor shall issue any necessary addenda to the plans and specifications as requested. In the event Contractor is of the opinion that RENT BOARD's requests for addenda and assistance is outside the scope of normal services, the parties shall proceed in accordance with the changes and extra work provisions of Section 8 of these General Conditions.
10. Professional Ability. Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. RENT BOARD has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that RENT BOARD, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from RENT BOARD.
11. Business License. Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by RENT BOARD; provided, however, that RENT BOARD may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. Termination Without Default. Notwithstanding any provision herein to the contrary, RENT BOARD and or Executive Director of the Richmond Rent Program may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to RENT BOARD. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by RENT BOARD in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the RENT BOARD's last payment

shall be transferred and assigned to RENT BOARD. Additionally, in the event of termination, the RENT BOARD may proceed with the work in any reasonable manner it chooses.

13. Termination in the Event of Default. Should Contractor fail to perform any of its obligations hereunder, within the time and in the manner provided or otherwise violate any of the terms of this Contract, RENT BOARD or Executive Director of the Richmond Rent Program may immediately terminate this Contract by giving written notice of such termination, stating the reasons for such termination. Contractor shall be compensated as provided in Section 12 of these General Conditions; provided, however, there shall be deducted from such amount the amount of damage, including attorney's fees, expert witness fees and costs, if any, sustained by RENT BOARD by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the RENT BOARD may proceed with the work in any reasonable manner it chooses.
14. Conflict of Interest. Contractor acknowledges, represents and warrants that Contractor shall avoid all conflicts of interest (as defined under any federal, state or local statute, rule or regulation, or at common law) with respect to this Contract. Contractor further acknowledges, represents and warrants that no RENT BOARD official or employee has any economic interest, as defined in Title 2, California Code of Regulations §§ 18703.1 through 18703.5, with Contractor that would invalidate this Contract. Contractor acknowledges that in the event that Contractor shall be found by any judicial or administrative body to have any conflict of interest (as defined above) with respect to this Contract, all consideration received under this Contract shall be forfeited and returned to RENT BOARD forthwith. This provision shall survive the termination of this Contract for one (1) year.
15. Indemnification. (a) If this Contract is a contract for design professional services subject to California Civil Code Section 2782.8(a) and Contractor is a design professional, as defined in California Civil Code Section 2782.8(b)(2), Contractor shall hold harmless, defend and indemnify the RENT BOARD, its officers, agents, employees, and volunteers from and against any and all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the Contractor, except where caused by the active negligence, sole negligence, or willful misconduct of the RENT BOARD. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the RENT BOARD and its officers, agents, employees, and volunteers from and against any and all liabilities, regardless of nature or type, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, any and all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Contractor's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

(b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the RENT BOARD, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct,

negligent acts, errors or omissions, ultra-hazardous activities, activities involving 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, in 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 in 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. RENT BOARD is not duly authorized to enter into and execute this Contract on behalf of Contractor.

37. Waiver. The waiver by RENT BOARD of any breach of any term or provision of this Contract shall not be construed as a waiver of any subsequent breach. Inspections or approvals, or statements by any officer, agent or employee of the RENT BOARD relating to the Contractor's performance, or payments therefore, or any combination of these acts, shall not relieve the Contractor's obligation to fulfill this Contract as prescribed; nor shall the RENT BOARD be thereby stopped from bringing any action for damages or enforcement arising from any failure to comply with any of the terms and conditions of this Contract.
38. Possessory Interest. If this Contract results in the Contractor having possession of, claim to or right to the possession of land or improvements, but does not vest ownership of the land or improvements in the same person, or if this Contract results in the placement of taxable improvements on tax exempt land (Revenue and Taxation Code 107), such interest or improvements may represent a possessory interest subject to property tax, and Contractor may be subject to the payment of property taxes levied on such interest.
39. Performance and Final Acceptance. Contractor represents that it is experienced, qualified, registered, licensed, equipped, organized and financed to perform the services under this Contract. Contractor shall perform the services under this Contract with that degree of skill and judgment normally exercised by professional firms performing services of a similar nature in the State of California, and shall be responsible for the professional quality, technical accuracy and coordination of the services it performs under this Contract. In addition to the other rights and remedies which RENT BOARD may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

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

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

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

ITEM F-4

**December 16, 2020
RENT BOARD MEETING**

ATTACHMENT 3.3

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

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

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

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

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

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

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

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

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

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

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

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

Required Policy Conditions

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

Umbrella/Excess Liability Policies

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

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

Claims-Made Policies

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

Subcontractors

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

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

Verification of Coverage

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

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

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

Continuous Coverage

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

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

Cancellation

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

Reporting Requirements

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

Consistent with Public Policy

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

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: January 19, 2022

Final Decision Date Deadline: January 19, 2022

STATEMENT OF THE ISSUE: In accordance with Section 11.100.060(l) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, the amount of the Residential Rental Housing Fee will be determined by the City Council after a recommendation by the Board is provided to the City Council. Prior to July 1, the Board is required to hold a public hearing on a proposed budget and adopt an annual budget for the ensuing fiscal year. Staff members will provide the Rent Board a historic timeline and an overview of the budget and fee study process in preparation for fiscal year 2022-23 requirements.

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>STUDY AND ACTION SESSION</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 an overview and historic timeline of the budget and fee study process and appropriate content – Rent Program (Nicolas Traylor/Fred Tran – 620-6564).

AGENDA ITEM NO:

H-1.

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AGENDA REPORT

DATE: January 19, 2022

TO: Chair Finlay and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director
Fred Tran, Deputy Director

SUBJECT: FISCAL YEAR BUDGET AND FEE STUDY HISTORY AND OVERVIEW

STATEMENT OF THE ISSUE:

In accordance with Section 11.100.060(l) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, the amount of the Residential Rental Housing Fee will be determined by the City Council after a recommendation by the Board is provided to the City Council. Prior to July 1, the Board is required to hold a public hearing on a proposed budget and adopt an annual budget for the ensuing fiscal year. Staff members will provide the Rent Board a historic timeline and an overview of the budget and fee study process in preparation for fiscal year 2022-23 requirements.

RECOMMENDED ACTION:

RECEIVE an overview and historic timeline of the budget and fee study process and appropriate content. (Nicolas Traylor/Fred Tran – 620-6564).

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Receive a PowerPoint and oral presentation on the budget and fee study process and appropriate content.

DOCUMENTS ATTACHED:

Attachment 1 – Adopted FY 21-22 Budget

Attachment 2 – Fiscal Year 2021-22 Budget and Rental Housing Fee Study

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FY 2021-2022 BUDGET ADOPTED: March 9, 2021								
Object #	City Account Description	FY 18-19 ACTUALS	FY 19-20 ACTUALS	FY 20-21 ACTUALS THROUGH PERIOD 6	Projected to 6/30/21	FY 20-21 PROJECTED	FY 21-22 ADOPTED	Notes
REVENUES								
340445	Fees/Admin Fees	2,189,703	2,681,689	2,187,010	324,041	2,511,051	2,893,854	(1)
361701	Int & Invest/Pooled-All Other	367	11,537	9,640	4,820	14,460	14,460	
364867	Revenue from Collections	133	13,042	18,658	9,329	27,988	30,000	
TOTAL REVENUES		2,190,203	2,706,268	2,215,308	338,190	2,553,498	2,938,314	
EXPENSES								
400001	Salaries & Wages/Executive	530,092	639,594	333,524	333,524	667,048	677,798	(2)
400002	Salaries & Wages/Mgmt-Local 21	294,152	263,080	82,674	102,956	185,630	284,628	(2)
400003	Salaries & Wages/Local 1021	128,866	150,317	95,266	94,992	190,258	169,860	(2)
400006	Salaries & Wages/PT-Temp	49,557	45,905	14,338	14,336	28,673	43,036	(2)
400031	Overtime/General	4,778	2,094	409	650	1,060	2,500	
400048	Other Pay/Bilingual Pay	6,993	9,064	4,937	4,086	9,024	11,377	
400049	Other Pay/Auto Allowance	4,200	4,200	2,100	2,100	4,200	4,200	
400050	Other Pay/Medical-In Lieu of	2,700	1,500	-	-	-	2,400	
400079	Comp Absences/WC-Prof-Mgt-Tec	1,486	5,328	-	-	-	-	
Subtotal - Salaries & Wages		1,022,823	1,121,084	533,249	552,645	1,085,893	1,195,799	
400103	P-Roll Ben/Medicare Tax-ER Shr	14,937	16,389	7,781	7,279	15,060	15,992	(3)
400104	P-Roll Ben/PERS Benefits	-	-	-	-	-	-	
400105	P-Roll Ben/Health Insurance Be	146,557	136,575	63,625	68,508	132,132	140,309	
400106	P-Roll Ben/Dental Insurance	16,652	17,021	7,302	7,302	14,604	15,508	
400109	P-Roll Ben/Employee Assistance	430	473	218	218	437	464	
400110	P-Roll Ben/Professional Dev-Mg	3,728	5,200	159	956	1,116	3,750	
400111	P-Roll Ben/Vision	2,106	2,095	966	966	1,932	2,052	
400112	P-Roll Ben/Life Insurance	5,557	4,006	1,748	1,748	3,497	3,713	
400114	P-Roll Ben/Long Term Disabilit	9,408	10,100	4,743	4,746	9,489	10,076	
400116	P-Roll Ben/Unemployment Ins	1,860	5,100	2,660	2,736	5,396	5,730	
400117	P-Roll Ben/Personal/Prof Dev	750	1,493	1,500	-	1,500	5,250	
400118	P-Roll Ben/Worker Comp-Injury Appt	-	-	338	-	338	359	
400121	P-Roll Ben/Worker Comp-Clerica	13,806	12,154	8,435	9,684	18,119	19,240	
400122	P-Roll Ben/Worker Comp-Prof	69,352	60,744	37,319	37,350	74,669	79,290	
400127	P-Roll Ben/OPEB	39,338	43,623	21,437	-	21,437	22,763	
400130	P-Roll Ben/PARS Benefits	642	434	15	73	88	94	
400149	P-Roll Ben/Misc	123,021	140,616	70,857	71,944	142,801	151,638	
400151	P-Roll Ben/Misc (UAL)	162,985	235,683	126,812	128,763	255,574	271,391	
Subtotal Fringe Benefits		611,127	691,706	355,916	342,272	698,188	747,618	
400201	Prof Svcs/Professional Svcs	32,112	38,241	4,980	4,980	9,960	18,350	(4)
400206	Prof Svcs/Legal Serv Cost	137,614	193,742	33,332	99,996	133,328	210,000	(5)
400220	Prof Svcs/Info Tech Services	2,375	-	-	-	-	-	
400241	Travel & Trng/Meal Allowance	359	-	-	-	-	-	
400242	Travel & Trng/Mileage	1,284	17	-	-	-	-	
400243	Travel & Trng/Conf, Mtng Trng	280	-	-	-	-	-	
400245	Travel & Trng/Tuition Rmb/Cert	800	800	-	800	800	800	(6)
400261	Dues & Pub/Memberships & Dues	824	1,590	-	1,650	1,650	1,650	(7)
400263	Dues & Pub/Subscription	1,500	-	-	-	-	-	
400271	Ad & Promo/Advertising & Promo Materials	1,559	2,106	537	537	1,074	5,675	(8)
400272	Ad & Promo/Community Events	1,563	1,722	-	-	-	-	
400280	Adm Exp/Program Supplies	5,292	1,600	584	584	1,168	3,950	(9)
Subtotal Prof & Admin Services		185,563	239,819	39,433	108,547	147,980	240,425	
400231	Off Exp/Postage & Mailing	10,849	5,905	3,063	3,063	6,126	22,647	(10)
400232	Off Exp/Printing & Binding	12,071	3,295	1,815	1,815	3,630	25,807	(11)
400233	Off Exp/Copying & Duplicating	46	-	236	236	472	500	
400304	Rental Exp/Equipment Rental	8,721	4,532	985	6,000	6,985	8,000	(12)
400321	Misc Exp/Misc Contrib	3,000	-	-	3,000	3,000	3,000	(13)
400322	Misc Exp/Misc Exp	3,061	2,262	-	2,000	2,000	2,925	
400341	Off Supp/Office Supplies	8,721	6,024	1,254	1,254	2,508	6,795	
400344	Off Supp/Computer Supplies	18	783	-	-	-	-	
Subtotal Other Operating		46,486	22,801	7,353	17,368	24,721	69,674	
400401	Utilities/Tel & Telegraph	254	414	229	229	458	500	
400552	Prov Fr Ins Loss/Ins Gen Liab	8,029	8,765	7,950	1,200	9,150	9,300	
400574	Cost Pool/(ISF)-Gen Liab	55,701	75,144	34,755	34,755	69,510	79,937	
400586	Cost Pool/(CAP)-Admin Charges	51,454	51,454	25,726	25,726	51,452	52,481	
400591	Cost Pool/(IND)Civic Ctr Alloc	52,420	47,026	25,143	25,143	50,286	50,286	
400601	Noncap Asst/Comp Hrdware<5K	-	6,526	-	-	-	10,800	(14)
400604	Noncap Asst/Furniture <5K	13,328	-	-	-	-	-	
TOTAL EXPENSES		2,047,186	2,264,738	1,029,753	1,107,885	2,137,638	2,456,820	
BUDGETED OPERATING RESERVE		560,985	424,794	N/A	N/A	420,821	429,944	(15)
TOTAL BUDGET		2,804,925	2,923,584	N/A	N/A	2,896,242	2,886,764	

Notes:

- (1) Assumes a Fiscal Year 2021-22 Rental Housing Fee of \$218 for Fully Covered unit and \$123 for Partially Covered units
- (2) See page 14 of the Budget and Fee Study report for detailed salary and wage assumptions
- (3) Fringe benefits are estimated at 62% of salaries and wages
- (4) Includes \$4,000 for a property information subscription, \$3,000 for a legal research subscription, \$6,000 for scheduled interpretation, \$5,100 for written translation, and \$250 for on-demand interpretation services.
- (5) Includes \$125,000 contract with the Eviction Defense Center to assist with Unlawful Detainer cases, \$75,000 for a contract with Bay Area Legal Aid for the weekly Housing Rights Clinics, and \$10,000 for legal filing fees in the event of litigation
- (6) In accordance with City personnel policies, eligible employees may receive reimbursement of up to \$800 for higher education tuition.
- (7) Anticipated cost of Bar Association dues for three attorneys (\$550 per Attorney).
- (8) Budgeted amount includes funds to satisfy the requirement to publish notices in the newspaper for public hearings as part of the budget adoption process, social media promotions, and promotional materials.
- (9) Budgeted amount includes the cost of email accounts for Rent Boardmembers, business cards, videoconference/webinar accounts, and labor for refurbishing the mural on Ohio Street.
- (10) Budgeted amount reflects anticipated postage costs for Rental Housing Fee invoices, tenancy registration mailings, and the Guide to Rent Control.
- (11) Budgeted amount reflects anticipated printing costs for Rental Housing Fee invoices, tenancy registration mailings, and the Guide to Rent Control.
- (12) Lease of copy machines including a cost-per-copy amount. 36-month lease ends in 2022.
- (13) Stipends for 2 UC Berkeley Public Service Center interns, ranging from \$1,000 - \$1,500 per intern.
- (14) Budgeted amount assumes the purchase of nine laptop computer purchases at \$1,200 each.
- (15) Budgeted reserve is equal to 17.5 percent of total operating expenses consistent with the Rent Board's proposed reserve policy.

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FY 2021-22 BUDGET & RENTAL HOUSING FEE STUDY

CITY OF RICHMOND RENT PROGRAM

APPROVED: MARCH 9, 2021



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



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ACKNOWLEDGMENTS

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Senior Programmer

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I. RENT PROGRAM ORGANIZATION AND GOALS

Mission Statement

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

Proposed Fiscal Year 2021-22 Organizational Chart and Labor Summary

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

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

Figure 1. FY 2021-22 Rent Program Organizational Chart

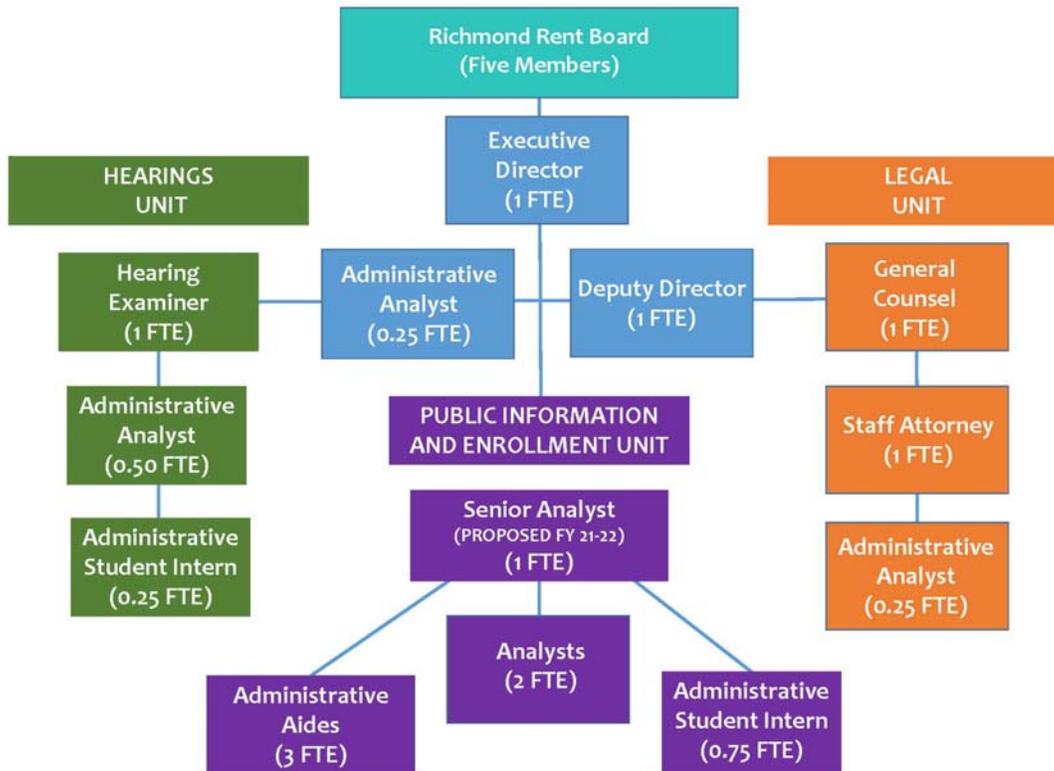


Figure 2. Proposed Fiscal Year 2021-22 Labor Summary

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

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

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

Proposed General Counsel Personnel Classification

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

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

Proposed Senior Rent Program Services Analyst Personnel Classification

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

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

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

Consolidation of Public Information and Billing and Registration Units

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

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

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

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

Progress Towards the Achievement of Fiscal Year 2020-21 Goals

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

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

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

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

Proposed Fiscal Year 2021-22 Goals

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

PROGRAM DEVELOPMENT:

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

OUTREACH:

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

PROGRAM SUSTAINABILITY AND COMPLIANCE:

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

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

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

II. PROPOSED FY 2021-22 BUDGET

The figure below contains the revised Fiscal Year 2021-22 budget based on feedback provided by the Rent Board at its February 17, 2021, meeting. Detailed descriptions of the components within each line item are contained in the sections that follow.

BUDGET								
Object #	City Account Description	FY 18-19 ACTUALS	FY 19-20 ACTUALS	FY 20-21 ACTUALS THROUGH PERIOD 6	Projected to 6/30/21	FY 20-21 PROJECTED	FY 21-22 PROPOSED	Notes
	REVENUES							
340445	Fees/Admin Fees	2,189,703	2,681,689	2,187,010	324,041	2,511,051	2,893,854	(1)
361701	Int & Invest/Pooled-All Other	367	11,537	9,640	4,820	14,460	14,460	
364867	Revenue from Collections	133	13,042	18,658	9,329	27,988	30,000	
	TOTAL REVENUES	2,190,203	2,706,268	2,215,308	338,190	2,553,498	2,938,314	
	EXPENSES							
400001	Salaries & Wages/Executive	530,092	639,594	333,524	333,524	667,048	677,798	(2)
400002	Salaries & Wages/Mgmt-Local 21	294,152	263,080	82,674	102,956	185,630	284,628	(2)
400003	Salaries & Wages/Local 1021	128,866	150,317	95,266	94,992	190,258	169,860	(2)
400006	Salaries & Wages/PT-Temp	49,557	45,905	14,338	14,336	28,673	43,036	(2)
400031	Overtime/General	4,778	2,094	409	650	1,060	2,500	
400048	Other Pay/Bilingual Pay	6,993	9,064	4,937	4,086	9,024	11,377	
400049	Other Pay/Auto Allowance	4,200	4,200	2,100	2,100	4,200	4,200	
400050	Other Pay/Medical-In Lieu of	2,700	1,500	-	-	-	2,400	
400079	Comp Absences/WC-Prof-Mgt-Tec	1,486	5,328	-	-	-	-	
	Subtotal - Salaries & Wages	1,022,823	1,121,084	533,249	552,645	1,085,893	1,195,799	
400103	P-Roll Ben/Medicare Tax-ER Shr	14,937	16,389	7,781	7,279	15,060	15,992	(3)
400104	P-Roll Ben/PERS Benefits	-	-	-	-	-	-	
400105	P-Roll Ben/Health Insurance Be	146,557	136,575	63,625	68,508	132,132	140,309	
400106	P-Roll Ben/Dental Insurance	16,652	17,021	7,302	7,302	14,604	15,508	
400109	P-Roll Ben/Employee Assistance	430	473	218	218	437	464	
400110	P-Roll Ben/Professional Dev-Mg	3,728	5,200	159	956	1,116	3,750	
400111	P-Roll Ben/Vision	2,106	2,095	966	966	1,932	2,052	
400112	P-Roll Ben/Life Insurance	5,557	4,006	1,748	1,748	3,497	3,713	
400114	P-Roll Ben/Long Term Disabilit	9,408	10,100	4,743	4,746	9,489	10,076	
400116	P-Roll Ben/Unemployment Ins	1,860	5,100	2,660	2,736	5,396	5,730	
400117	P-Roll Ben/Personal/Prof Dev	750	1,493	1,500	-	1,500	5,250	
400118	P-Roll Ben/Worker Comp-Injury Appt	-	-	338	-	338	359	
400121	P-Roll Ben/Worker Comp-Clerica	13,806	12,154	8,435	9,684	18,119	19,240	
400122	P-Roll Ben/Worker Comp-Prof	69,352	60,744	37,319	37,350	74,669	79,290	
400127	P-Roll Ben/OPEB	39,338	43,623	21,437	-	21,437	22,763	
400130	P-Roll Ben/PARS Benefits	642	434	15	73	88	94	
400149	P-Roll Ben/Misc	123,021	140,616	70,857	71,944	142,801	151,638	
400151	P-Roll Ben/Misc (UAL)	162,985	235,683	126,812	128,763	255,574	271,391	
	Subtotal Fringe Benefits	611,127	691,706	355,916	342,272	698,188	747,618	
400201	Prof Svcs/Professional Svcs	32,112	38,241	4,980	4,980	9,960	18,350	(4)
400206	Prof Svcs/Legal Serv Cost	137,614	193,742	33,332	99,996	133,328	210,000	(5)
400220	Prof Svcs/Info Tech Services	2,375	-	-	-	-	-	
400241	Travel & Trng/Meal Allowance	359	-	-	-	-	-	
400242	Travel & Trng/Mileage	1,284	17	-	-	-	-	
400243	Travel & Trng/Conf, Mng Trng	280	-	-	-	-	-	
400245	Travel & Trng/Tuition Rmb/Cert	800	800	-	800	800	800	(6)
400261	Dues & Pub/Memberships & Dues	824	1,590	-	1,650	1,650	1,650	(7)
400263	Dues & Pub/Subscription	1,500	-	-	-	-	-	
400271	Ad & Promo/Advertising & Promo Materials	1,559	2,106	537	537	1,074	5,675	(8)
400272	Ad & Promo/Community Events	1,563	1,722	-	-	-	-	
400280	Adm Exp/Program Supplies	5,292	1,600	584	584	1,168	3,950	(9)
	Subtotal Prof & Admin Services	185,563	239,819	39,433	108,547	147,980	240,425	
400231	Off Exp/Postage & Mailing	10,849	5,905	3,063	3,063	6,126	22,647	(10)
400232	Off Exp/Printing & Binding	12,071	3,295	1,815	1,815	3,630	25,807	(11)
400233	Off Exp/Copying & Duplicating	46	-	236	236	472	500	
400304	Rental Exp/Equipment Rental	8,721	4,532	985	6,000	6,985	8,000	(12)
400321	Misc Exp/Misc Contrib	3,000	-	-	3,000	3,000	3,000	(13)
400322	Misc Exp/Misc Exp	3,061	2,262	-	2,000	2,000	2,925	
400341	Off Supp/Office Supplies	8,721	6,024	1,254	1,254	2,508	6,795	
400344	Off Supp/Computer Supplies	18	783	-	-	-	-	
	Subtotal Other Operating	46,486	22,801	7,353	17,368	24,721	69,674	
400401	Utilities/Tel & Telegraph	254	414	229	229	458	500	
400552	Prov Fr Ins Loss/Ins Gen Liab	8,029	8,765	7,950	1,200	9,150	9,300	
400574	Cost Pool/(ISF)-Gen Liab	55,701	75,144	34,755	34,755	69,510	79,937	
400586	Cost Pool/(CAP)-Admin Charges	51,454	51,454	25,726	25,726	51,452	52,481	
400591	Cost Pool/(IND)/Civic Ctr Alloc	52,420	47,026	25,143	25,143	50,286	50,286	
400601	Noncap Asst/Comp Hrdware<5K	-	6,526	-	-	-	10,800	(14)
400604	Noncap Asst/Furniture <5K	13,328	-	-	-	-	-	
	TOTAL EXPENSES	2,047,186	2,264,738	1,029,753	1,107,885	2,137,638	2,456,820	
	BUDGETED OPERATING RESERVE	560,985	424,794	N/A	N/A	420,821	429,944	(15)
	TOTAL BUDGET	2,804,925	2,923,584	N/A	N/A	2,896,242	2,886,764	

Budget Notes

- (1) Assumes a Fiscal Year 2021-22 Rental Housing Fee of \$218 for Fully Covered units and \$123 for Partially Covered units
- (2) See page 14 for detailed salary and wage assumptions
- (3) Fringe benefits are estimated at 62% of salaries and wages
- (4) Includes \$4,000 for a property information subscription, \$3,000 for a legal research subscription, \$6,000 for scheduled interpretation, \$5,100 for written translation, and \$250 for on-demand interpretation services.
- (5) Includes \$125,000 contract with the Eviction Defense Center to assist with Unlawful Detainer cases, \$75,000 for a contract with Bay Area Legal Aid for the weekly Housing Rights Clinics, and \$10,000 for legal filing fees in the event of litigation.
- (6) In accordance with City personnel policies, eligible employees may receive reimbursement of up to \$800 for higher education tuition.
- (7) Anticipated cost of Bar Association dues for three attorneys (\$550 per Attorney).
- (8) Budgeted amount includes funds to satisfy the requirement to publish notices in the newspaper for public hearings as part of the budget adoption process, social media promotions, and promotional materials.
- (9) Budgeted amount includes the cost of email accounts for Rent Boardmembers, business cards, videoconference/webinar accounts, and labor for refurbishing the mural on Ohio Street.
- (10) Budgeted amount reflects anticipated postage costs for Rental Housing Fee invoices, tenancy registration mailings, and the Guide to Rent Control.
- (11) Budgeted amount reflects anticipated printing costs for Rental Housing Fee invoices, tenancy registration mailings, and the Guide to Rent Control.
- (12) Lease of copy machines including a cost-per-copy amount. 36-month lease ends in 2022.
- (13) Stipends for 2 UC Berkeley Public Service Center interns, ranging from \$1,000 - \$1,500 per intern.
- (14) Budgeted amount assumes the purchase of nine laptop computer purchases at \$1,200 each.
- (15) Budgeted reserve is equal to 17.5 percent of total operating expenses consistent with the Rent Board's proposed reserve policy.

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

The allocation reflects salary-related costs for all filled positions and includes a cost-of-living adjustment (COLA) for all non-exempt staff as set forth in the collective bargaining agreements with the City’s employee unions. The Executive Director, Deputy Director, Hearing Examiner, and General Counsel positions are proposed to forfeit cost-of-living adjustments in Fiscal Year 2021-22.

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

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

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

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

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

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

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

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

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

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

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

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

These benefits include:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

UTILITIES	
400401 Telephone	Proposed Allocation: \$500

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

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

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

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

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

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

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

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

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

III. EXPENSE AND REVENUE PROJECTIONS

Overview

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

Table 2. Expense and Revenue Summary

FISCAL YEAR	BUDGETED AMOUNT	FUNDS EXPENDED	FEE REVENUE COLLECTED ³	COLLECTION RATE
2017-18 ⁴	FY 16-17 (partial): \$1,150,433	\$1,967,837	\$2,173,778 ⁵	61%
	FY 17-18: \$2,425,338			
2018-19	\$2,804,925	\$2,047,186	\$2,190,203	78%
2019-20	\$2,923,584	\$2,264,738	\$2,706,268	93%
2020-21	\$2,896,242	\$2,137,638 ⁶	\$2,553,498 ⁷	88% ⁸

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

10-Year Financial Projection

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

³ Includes revenue collected by the collections agency.

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

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

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

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

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

IV. FISCAL YEAR 2021-22 RENTAL HOUSING FEE STUDY

Introduction and Background

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

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

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

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

Structure of the Rental Housing Fee

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

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

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

Figure 2. Fee Layers and Associated Tasks

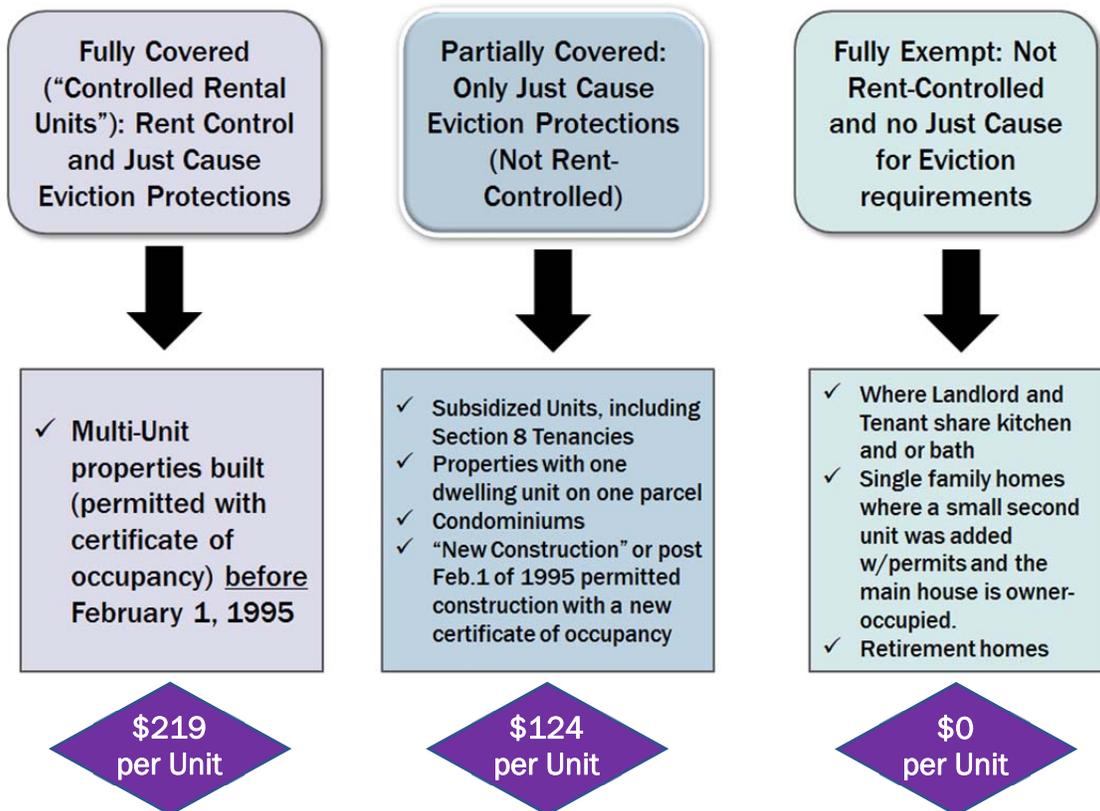


The amount of the Rental Housing Fee applicable to a particular Rental Unit depends on its status. Units applicable to the Just Cause for Eviction requirements, but exempt from the Rent Control provisions of the Ordinance (such as properties with only one dwelling unit on the parcel, governmentally-subsidized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

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

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

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



Applicable Unit Counts and Database Development

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

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

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

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

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

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

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

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

Table 3. Unit Status Counts, 2019 – 2021

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

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

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

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

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

Rental Housing Fees Associated with Revised FY 2021-22 Budget

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

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

UNIT COUNTS		PROPOSED FY 2021-22	CHANGE FROM FY 2020-21
TOTAL BUDGET: ¹³		\$2,886,764	-\$9,478 (-0.3%)
FULLY COVERED UNITS ¹⁴	7,515	\$218	-\$1 (-0.5%)
PARTIALLY COVERED UNITS (INCLUDING SUBSIDIZED UNITS) ¹⁵	10,208	\$123	-\$1 (-0.8%)
TOTAL REVENUE ¹⁶ :		\$2,938,314	+\$39,363 (+1.4%)

Comparison to Previously Adopted Rental Housing Fee and Peer Jurisdictions

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

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

FISCAL YEAR	FULLY COVERED RENTAL UNITS	PARTIALLY COVERED RENTAL UNITS	GOVERNMENTALLY SUBSIDIZED RENTAL UNITS
2017-18	\$145	\$145	\$145
2018-19	\$207	\$100	\$50
2019-20	\$212	\$112	\$112
2020-21	\$219	\$124	\$124
2021-22 (Proposed)	\$218	\$123	\$123

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

¹³ Total expenditures include a budgeted reserve equal to 17.5 percent of proposed expenses.

¹⁴ Includes suspected Fully Covered Rental Units

¹⁵ Includes suspected Partially Covered Rental Units

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

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

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

JURISDICTION	2020-21 PROGRAM BUDGET	APPLICABLE RENTAL UNITS	RENTAL HOUSING FEES (PER UNIT)	2019 MEDIAN GROSS RENT ¹⁷	PORTION OF FEE PASSED THROUGH TO TENANTS
ACTIVELY ENFORCED RENT PROGRAMS					
BERKELEY	\$5,531,209	19,093	\$250	\$3,114	50%; City may reimburse low-income Tenants ¹⁸
EAST PALO ALTO	\$407,235	2,325	\$222	\$3,364	50%
OAKLAND	\$9,558,304	65,000	\$101	\$2,926	50%
RICHMOND	\$2,886,764 (proposed for FY 2020-21)	7,515 Fully Covered Units; 10,208 Partially Covered Units	\$218 per Fully Covered Unit; \$123 per Partially Covered Unit (proposed for FY 2020-21)	\$2,718	None
SANTA MONICA	\$5,287,331	27,542	\$198	\$4,163	50%
COMPLAINT-DRIVEN RENT PROGRAMS					
LOS ANGELES	\$8,817,312	631,000	\$90 per Fully Covered Unit; \$30 per Partially Covered Unit	\$2,822	50%
WEST HOLLYWOOD	\$2,254,000	16,805	\$144 ¹⁹	\$3,395	50% (excludes Section 8 Tenants)
ALAMEDA	\$1,720,227	12,795 Fully Regulated Units; 2,133 Partially Regulated Units	\$132 per Fully Regulated Unit; \$84 per Partially Regulated Unit; \$0 for Subsidized Units	\$3,316	50%
SAN FRANCISCO	\$9,381,302	173,000	\$50 per apartment unit; \$25 per residential hotel room	\$4,224	50%

Source: City of Richmond Rent Program, 2021

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

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

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

Conclusion and Recommended Actions

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

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

- Adopt the proposed Fiscal Year 2021-22 Budget to provide the support necessary for continued development of all Rent Program operations;
- Receive and approve the Revised Fiscal Year 2021-22 Rental Housing Fee Study; and
- Direct staff to prepare a resolution, consistent with the Rent Board's approved Fee Study and Budget, recommending to the City Council adoption of a two-tier fee structure for Fiscal Year 2021-22 of \$218 for Fully Covered Rental Units and \$123 for Partially Covered Rental Units.

V. UNIT DESCRIPTIONS

Management Unit (2.25 FTE)

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

Legal Unit (2.25 FTE)

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

Public Information and Enrollment Unit (6.75 FTE)

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

Hearings Unit (1.75 FTE)

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

VI. APPENDICES

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

Appendix B: Revised Ten-year Financial Projection

REVISED FY 2021-2022 RENT PROGRAM BUDGET AND FEE STUDY														
FEE STUDY														
	UNIT TYPE	# UNITS	Proposed Fee	Revenue						Program Fee		Just Cause Fee	Rent Control Fee	
	Fully Covered Units	7,515	\$ 218	\$ 1,638,270						\$ 84.25		\$ 38.50	\$ 94.64	
	Partially Covered Units	10,208	\$ 123	\$ 1,255,584										
				\$ 2,893,854										
BUDGET														
Object #	City Account Description	FY 18-19 ACTUALS	FY 19-20 ACTUALS	FY 20-21 ACTUALS THROUGH PERIOD 6	Projected to 6/30/21	FY 20-21 PROJECTED	FY 21-22 PROPOSED	Notes	Program Allocation (%)	Program Allocation (\$)	Just Cause Allocation (%)	Just Cause Allocation (\$)	Rent Control Allocation (%)	Rent Control Allocation (\$)
REVENUES														
340445	Fees/Admin Fees	2,189,703	2,681,689	2,187,010	324,041	2,511,051	2,893,854	(1)						
361701	Int & Invest/Pooled-All Other	367	11,537	9,640	4,820	14,460	14,460							
364867	Revenue from Collections	133	13,042	18,658	9,329	27,988	30,000							
	TOTAL REVENUES	2,190,203	2,706,268	2,215,308	338,190	2,553,498	2,938,314							
EXPENSES														
400001	Salaries & Wages/Executive	530,092	639,594	333,524	333,524	667,048	677,798	(2)	55%	372,789	20%	135,560	25%	169,450
400002	Salaries & Wages/Mgmt-Local 21	294,152	263,080	82,674	102,956	185,630	284,628	(2)	55%	156,545	20%	56,926	25%	71,157
400003	Salaries & Wages/Local 1021	128,866	150,317	95,266	94,992	190,258	169,860	(2)	55%	93,423	20%	33,972	25%	42,465
400006	Salaries & Wages/PT-Temp	49,557	45,905	14,338	14,336	28,673	43,036	(2)	55%	23,670	20%	8,607	25%	10,759
400031	Overtime/General	4,778	2,094	409	650	1,060	2,500		55%	1,375	20%	500	25%	625
400048	Other Pay/Bilingual Pay	6,993	9,064	4,937	4,086	9,024	11,377		55%	6,257	20%	2,275	25%	2,844
400049	Other Pay/Auto Allowance	4,200	4,200	2,100	2,100	4,200	4,200		55%	2,310	20%	840	25%	1,050
400050	Other Pay/Medical-In Lieu of	2,700	1,500	-	-	-	2,400		55%	1,320	20%	480	25%	600
400079	Comp Absences/WC-Prof-Mgt-Tec	1,486	5,328	-	-	-	-							
	Subtotal - Salaries & Wages	1,022,823	1,121,084	533,249	552,645	1,085,893	1,195,799			657,690		239,160		298,950
400103	P-Roll Ben/Medicare Tax-ER Shr	14,937	16,389	7,781	7,279	15,060	15,992	(3)	55%	8,795	20%	3,198	25%	3,998
400104	P-Roll Ben/PERS Benefits	-	-	-	-	-	-		55%	-	20%	-	25%	-
400105	P-Roll Ben/Health Insurance Be	146,557	136,575	63,625	68,508	132,132	140,309		55%	77,170	20%	28,062	25%	35,077
400106	P-Roll Ben/Dental Insurance	16,652	17,021	7,302	7,302	14,604	15,508		55%	8,529	20%	3,102	25%	3,877
400109	P-Roll Ben/Employee Assistance	430	473	218	218	437	464		55%	255	20%	93	25%	116
400110	P-Roll Ben/Professional Dev-Mg	3,728	5,200	159	956	1,116	3,750		55%	2,063	20%	750	25%	938
400111	P-Roll Ben/Vision	2,106	2,095	966	966	1,932	2,052		55%	1,128	20%	410	25%	513
400112	P-Roll Ben/Life Insurance	5,557	4,006	1,748	1,748	3,497	3,713		55%	2,042	20%	743	25%	928
400114	P-Roll Ben/Long Term Disabilit	9,408	10,100	4,743	4,746	9,489	10,076		55%	5,542	20%	2,015	25%	2,519
400116	P-Roll Ben/Unemployment Ins	1,860	5,100	2,660	2,736	5,396	5,730		55%	3,151	20%	1,146	25%	1,432
400117	P-Roll Ben/Personal/Prof Dev	750	1,493	1,500	-	1,500	5,250		55%	2,888	20%	1,050	25%	1,313
400118	P-Roll Ben/Worker Comp-Injury Appt	-	-	338	-	338	359		55%	197	20%	-	25%	90
400121	P-Roll Ben/Worker Comp-Clerica	13,806	12,154	8,435	9,684	18,119	19,240		55%	10,582	20%	3,848	25%	4,810
400122	P-Roll Ben/Worker Comp-Prof	69,352	60,744	37,319	37,350	74,669	79,290		55%	43,609	20%	15,858	25%	19,822
400127	P-Roll Ben/OPEB	39,338	43,623	21,437	-	21,437	22,763		55%	12,520	20%	4,553	25%	5,691
400130	P-Roll Ben/PARS Benefits	642	434	15	73	88	94		55%	52	20%	19	25%	23
400149	P-Roll Ben/Misc	123,021	140,616	70,857	71,944	142,801	151,638		55%	83,401	20%	30,328	25%	37,910
400151	P-Roll Ben/Misc (UAL)	162,985	235,683	126,812	128,763	255,574	271,391		55%	149,265	20%	54,278	25%	67,848
	Subtotal Fringe Benefits	611,127	691,706	355,916	342,272	698,188	747,618			411,190		149,452		186,905
400201	Prof Svcs/Professional Svcs	32,112	38,241	4,980	4,980	9,960	18,350	(4)	55%	10,093	20%	3,670	25%	4,588
400206	Prof Svcs/Legal Serv Cost	137,614	193,742	33,332	99,996	133,328	210,000	(5)	10%	21,000	70%	147,000	20%	42,000
400220	Prof Svcs/Info Tech Services	2,375	-	-	-	-	-		55%	-	20%	-	25%	-
400241	Travel & Trng/Meal Allowance	359	-	-	-	-	-		55%	-	20%	-	25%	-
400242	Travel & Trng/Mileage	1,284	17	-	-	-	-		55%	-	20%	-	25%	-
400243	Travel & Trng/Conf, Mtng Trng	280	-	-	-	-	-		55%	-	20%	-	25%	-
400245	Travel & Trng/Tuition Rmb/Cert	800	800	-	800	800	800	(6)	55%	440	20%	160	25%	200
400261	Dues & Pub/Memberships & Dues	824	1,590	-	1,650	1,650	1,650	(7)	55%	908	20%	330	25%	413
400263	Dues & Pub/Subscription	1,500	-	-	-	-	-		55%	-	20%	-	25%	-
400271	Ad & Promo/Advertising & Promo Materials	1,559	2,106	537	537	1,074	5,675	(8)	55%	3,121	20%	1,135	25%	1,419
400272	Ad & Promo/Community Events	1,563	1,722	-	-	-	-		55%	-	20%	-	25%	-
400280	Adm Exp/Program Supplies	5,292	1,600	584	584	1,168	3,950	(9)	55%	2,173	20%	790	25%	988
	Subtotal Prof & Admin Services	185,563	239,819	39,433	108,547	147,980	240,425			37,734		153,085		49,606
400231	Off Exp/Postage & Mailing	10,849	5,905	3,063	3,063	6,126	22,647	(10)	55%	12,456	20%	4,529	25%	5,662
400232	Off Exp/Printing & Binding	12,071	3,295	1,815	1,815	3,630	25,807	(11)	55%	14,194	20%	5,161	25%	6,452
400233	Off Exp/Copying & Duplicating	46	-	236	236	472	500		55%	275	20%	100	25%	125
400304	Rental Exp/Equipment Rental	8,721	4,532	985	6,000	6,985	8,000	(12)	55%	4,400	20%	1,600	25%	2,000
400321	Misc Exp/Misc Contrib	3,000	-	-	3,000	3,000	3,000	(13)	55%	1,650	20%	600	25%	750
400322	Misc Exp/Misc Exp	3,061	2,262	-	2,000	2,000	2,925		55%	1,609	20%	585	25%	731
400341	Off Supp/Office Supplies	8,721	6,024	1,254	1,254	2,508	6,795		55%	3,737	20%	1,359	25%	1,699
400344	Off Supp/Computer Supplies	18	783	-	-	-	-		55%	-	20%	-	25%	-
	Subtotal Other Operating	46,486	22,801	7,353	17,368	24,721	69,674			38,321		13,935		17,419
400401	Utilities/Tel & Telegraph	254	414	229	229	458	500		55%	275	20%	100	25%	125
400552	Prov Fr Ins Loss/Ins Gen Liab	8,029	8,765	7,950	1,200	9,150	9,300		55%	5,115	20%	1,860	25%	2,325
400574	Cost Pool/(ISF)-Gen Liab	55,701	75,144	34,755	34,755	69,510	79,937		55%	43,965	20%	15,987	25%	19,984
400586	Cost Pool/(CAP)-Admin Charges	51,454	51,454	25,726	25,726	51,452	52,481		55%	28,865	20%	10,496	25%	13,120
400591	Cost Pool/(IND)Civic Ctr Alloc	52,420	47,026	25,143	25,143	50,286	50,286		55%	27,657	20%	10,057	25%	12,572
400601	Noncap Asst/Comp Hrdware<5K	-	6,526	-	-	-	10,800	(14)	55%	5,940	20%	2,160	25%	2,700
400604	Noncap Asst/Furniture <5K	13,328	-	-	-	-	-		55%	-	20%	-	25%	-
	TOTAL EXPENSES	2,047,186	2,264,738	1,029,753	1,107,885	2,137,638	2,456,820			1,256,751		596,292		603,705
	BUDGETED OPERATING RESERVE	560,985	424,794	N/A	N/A	420,821	429,944	(15)	55%	236,469	20%	85,989	25%	107,486
	TOTAL BUDGET	2,804,925	2,923,584	N/A	N/A	2,896,242	2,886,764			1,493,220		682,281		711,191

- Notes:
- (1) Assumes a Fiscal Year 2021-22 Rental Housing Fee of \$218 for Fully Covered unit and \$123 for Partially Covered units
 - (2) See page 14 of the Budget and Fee Study report for detailed salary and wage assumptions
 - (3) Fringe benefits are estimated at 62% of salaries and wages
 - (4) Includes \$4,000 for a property information subscription, \$3,000 for a legal research subscription, \$6,000 for scheduled interpretation, \$5,100 for written translation, and \$250 for on-demand interpretation services.
 - (5) Includes \$125,000 contract with the Eviction Defense Center to assist with Unlawful Detainer cases, \$75,000 for a contract with Bay Area Legal Aid for the weekly Housing Rights Clinics, and \$10,000 for legal filing fees in the event of litigation
 - (6) In accordance with City personnel policies, eligible employees may receive reimbursement of up to \$800 for higher education tuition.
 - (7) Anticipated cost of Bar Association dues for three attorneys (\$550 per Attorney).
 - (8) Budgeted amount includes funds to satisfy the requirement to publish notices in the newspaper for public hearings as part of the budget adoption process, social media promotions, and promotional materials.
 - (9) Budgeted amount includes the cost of email accounts for Rent Boardmembers, business cards, videoconference/webinar accounts, and labor for refurbishing the mural on Ohio Street.
 - (10) Budgeted amount reflects anticipated postage costs for Rental Housing Fee invoices, tenancy registration mailings, and the Guide to Rent Control.
 - (11) Budgeted amount reflects anticipated printing costs for Rental Housing Fee invoices, tenancy registration mailings, and the Guide to Rent Control.
 - (12) Lease of copy machines including a cost-per-copy amount. 36-month lease ends in 2022.
 - (13) Stipends for 2 UC Berkeley Public Service Center interns, ranging from \$1,000 - \$1,500 per intern.
 - (14) Budgeted amount assumes the purchase of nine laptop computer purchases at \$1,200 each.
 - (15) Budgeted reserve is equal to 17.5 percent of total operating expenses consistent with the Rent Board's proposed reserve policy.

Object #	City Account Description	Historical Actuals		Current Year 2020-21			Projection										
		2018-19	2019-20	Actuals to 12/31/20	Projected to	Total	2021-22	Variance	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
REVENUES																	
340445	Fees/Admin Fees (a)	2,189,703	2,681,689	2,187,010	324,041	2,511,051	2,604,469	(1)	2,604,469	2,630,513	2,683,124	2,736,786	2,791,522	2,847,352	2,904,299	2,962,385	3,021,633
361701	Int & Invest/Pooled-All Other	367	11,537	9,640	4,820	14,460	14,460		14,749	15,044	15,345	15,652	15,965	16,284	16,610	16,942	17,281
364867	Revenue from Collections	133	13,042	18,658	9,329	27,988	30,000		30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000	30,000
Total Revenues		2,190,203	2,706,268	2,215,308	338,190	2,553,499	2,648,929		2,649,218	2,675,557	2,728,469	2,782,438	2,837,487	2,893,636	2,950,909	3,009,327	3,068,914
EXPENSES																	
Salaries & Wages																	
400001	Salaries & Wages/Executive	530,092	639,594	333,524	333,524	667,048	677,798	(2)	691,354	705,181	719,285	733,671	748,344	763,311	778,577	794,149	810,032
400002	Salaries & Wages/Mgmt-Local 21	294,152	263,080	82,674	102,956	185,630	284,628	(2)	338,473	345,242	352,147	359,190	366,374	373,701	381,175	388,799	396,575
400003	Salaries & Wages/Local 1021	128,866	150,317	95,266	94,992	190,258	169,860	(2)	206,060	210,182	214,385	218,673	223,046	227,507	232,057	236,699	241,433
400006	Salaries & Wages/PT-Temp	49,557	45,905	14,338	14,336	28,673	43,036	(2)	43,897	44,775	45,670	46,584	47,515	48,466	49,435	50,424	51,432
400031	Overtime/General	4,778	2,094	409	650	1,060	2,500	%	2,550	2,601	2,653	2,706	2,760	2,815	2,872	2,929	2,988
400048	Other Pay/Bilingual Pay	6,993	9,064	4,937	4,086	9,024	11,377	%	13,224	13,488	13,758	14,033	14,314	14,600	14,892	15,190	15,494
400049	Other Pay/Auto Allowance	4,200	4,200	2,100	2,100	4,200	4,200	#	4,284	4,200	4,200	4,200	4,200	4,200	4,200	4,200	4,200
400050	Other Pay/Medical-In Lieu of	2,700	1,500	-	-	-	2,400	%	2,448	2,497	2,547	2,598	2,650	2,703	2,757	2,812	2,868
400079	Comp Absences/WC-Prof-Mgt-Tec	1,486	5,328	-	-	-	-		-	-	-	-	-	-	-	-	-
Subtotal - Salaries & Wages		1,022,823	1,121,084	533,249	552,645	1,085,893	1,195,799		1,302,290	1,328,166	1,354,645	1,381,654	1,409,203	1,437,303	1,465,965	1,495,201	1,525,021
Fringe Benefits																	
400103	P-Roll Ben/Medicare Tax-ER Shr	14,937	16,389	7,781	7,279	15,060	15,992	(3)	17,284	17,627	17,979	18,337	18,703	19,076	19,456	19,844	20,240
400104	P-Roll Ben/PERS Benefits	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-
400105	P-Roll Ben/Health Insurance Be	146,557	136,575	63,625	68,508	132,132	140,309	(3)	151,648	154,662	157,745	160,890	164,098	167,370	170,708	174,112	177,585
400106	P-Roll Ben/Dental Insurance	16,652	17,021	7,302	7,302	14,604	15,508	(3)	16,761	17,094	17,435	17,782	18,137	18,499	18,868	19,244	19,628
400109	P-Roll Ben/Employee Assistance	430	473	218	218	437	464	(3)	501	511	521	532	542	553	564	576	587
400110	P-Roll Ben/Professional Dev-Mg	3,728	5,200	159	956	1,116	3,750	(3)	3,796	3,871	3,949	4,027	4,108	4,190	4,273	4,358	4,445
400111	P-Roll Ben/Vision	2,106	2,095	966	966	1,932	2,052	(3)	2,217	2,261	2,307	2,352	2,399	2,447	2,496	2,546	2,597
400112	P-Roll Ben/Life Insurance	5,557	4,006	1,748	1,748	3,497	3,713	(3)	4,013	4,093	4,175	4,258	4,343	4,429	4,518	4,608	4,700
400114	P-Roll Ben/Long Term Disabilit	9,408	10,100	4,743	4,746	9,489	10,076	(3)	10,890	11,107	11,328	11,554	11,784	12,019	12,259	12,503	12,753
400116	P-Roll Ben/Unemployment Ins	1,860	5,100	2,660	2,736	5,396	5,730	(3)	6,193	6,316	6,442	6,570	6,701	6,835	6,971	7,110	7,252
400117	P-Roll Ben/Personal/Prof Dev	750	1,493	1,500	-	1,500	5,250	(3)	5,314	5,420	5,528	5,638	5,751	5,865	5,982	6,102	6,223
400118	P-Roll Ben/Worker Comp-Injury Appt	-	-	338	-	338	359	(3)	387	-	-	-	-	-	-	-	-
400121	P-Roll Ben/Worker Comp-Clerica	13,806	12,154	8,435	9,684	18,119	19,240	(3)	20,795	21,208	21,631	22,063	22,502	22,951	23,409	23,876	24,352
400122	P-Roll Ben/Worker Comp-Prof	69,352	60,744	37,319	37,350	74,669	79,290	(3)	85,698	87,400	89,143	90,920	92,733	94,582	96,468	98,392	100,354
400124	P-Roll Ben/CON-MEDICL EE Share	-	-	-	-	-	-		-	-	-	-	-	-	-	-	-
400127	P-Roll Ben/OPEB	39,338	43,623	21,437	-	21,437	22,763	(3)	24,603	25,092	25,592	26,102	26,623	27,154	27,695	28,248	28,811
400130	P-Roll Ben/PARS Benefits	642	434	15	73	88	94	(3)	101	103	105	108	110	112	114	116	119
400149	P-Roll Ben/Misc	123,021	140,616	70,857	71,944	142,801	151,638	(3)	163,893	167,149	170,481	173,881	177,348	180,884	184,491	188,170	191,923
400151	P-Roll Ben/Misc (UAL)	162,985	235,683	126,812	128,763	255,574	271,391	(3)	293,323	299,151	305,115	311,199	317,404	323,733	330,189	336,774	343,490
Subtotal Fringe Benefits		611,127	691,706	355,916	342,272	698,188	747,618		807,420	823,463	839,880	856,626	873,706	891,128	908,899	927,024	945,513
Prof & Admin Services																	
400201	Prof Svcs/Professional Svcs	32,112	38,241	4,980	4,980	9,960	18,350	(4)	18,717	19,091	19,473	19,863	20,260	20,665	21,078	21,500	21,930
400206	Prof Svcs/Legal Serv Cost	137,614	193,742	33,332	99,996	133,328	210,000	(5)	214,200	218,484	222,854	227,311	231,857	236,494	241,224	246,048	250,969
400220	Prof Svcs/Info Tech Services	2,375	-	-	-	-	-		-	-	-	-	-	-	-	-	-
400241	Travel & Trng/Meal Allowance	359	-	-	-	-	-	%	510	520	531	541	552	563	574	586	598
400242	Travel & Trng/Mileage	1,284	17	-	-	-	-	%	1,224	1,248	1,273	1,299	1,325	1,351	1,378	1,406	1,434
400243	Travel & Trng/Conf, Mtng Trng	280	-	-	-	-	-		-	-	-	-	-	-	-	-	-
400245	Travel & Trng/Tuition Rmb/Cert	800	800	-	800	800	800	(6)	800	800	800	800	800	800	800	800	800
400261	Dues & Pub/Memberships & Dues	824	1,590	-	1,650	1,650	1,650	(7)	2,100	2,400	2,448	2,497	2,547	2,598	2,650	2,703	2,757
400263	Dues & Pub/Subscription	1,500	-	-	-	-	-		-	-	-	-	-	-	-	-	-
400271	Ad & Promo/Advertising & Promo	1,559	2,106	537	537	1,074	5,675	(8)	5,789	5,904	6,022	6,143	6,266	6,391	6,519	6,649	6,782
400272	Ad & Promo/Advertising & Promo	1,563	1,722	-	-	-	-		-	-	-	-	-	-	-	-	-
400280	Adm Exp/Program Supplies	5,292	1,600	584	584	1,168	3,950	(9)	4,029	4,110	4,192	4,276	4,361	4,448	4,537	4,628	4,721
Subtotal Prof & Admin Services		185,563	239,819	39,433	108,547	147,980	240,425		247,369	252,558	257,593	262,729	267,967	273,311	278,761	284,320	289,991
Other Operating																	
400231	Off Exp/Postage & Mailing	10,849	5,905	3,063	3,063	6,126	22,647	(10)	15,377	15,685	15,998	16,318	16,645	16,977	17,317	17,663	18,017
400232	Off Exp/Printing & Binding	12,071	3,295	1,815	1,815	3,630	25,807	(11)	12,469	12,718	12,973	13,232	13,497	13,767	14,042	14,323	14,609
400233	Off Exp/Copying & Duplicating	46	-	236	236	472	500	%	510	520	531	541	552	563	574	586	598
400304	Rental Exp/Equipment Rental	8,721	4,532	985	6,000	6,985	8,000	(12)	8,160	8,323	8,490	8,659	8,833	9,009	9,189	9,373	9,561
400321	Misc Exp/Misc Contrib	3,000	-	-	3,000	3,000	3,000	(13)	3,060	3,121	3,184	3,247	3,312	3,378	3,446	3,515	3,585
400322	Misc Exp/Misc Exp	3,061	2,262	-	2,000	2,000	2,925	%	2,984	3,043	3,104	3,166	3,229	3,294	3,360	3,427	3,496
400341	Off Supp/Office Supplies	8,721	6,024	1,254	1,254	2,508	6,795	%	6,931	7,070	7,211	7,355	7,502	7,652	7,805	7,961	8,121
400344	Off Supp/Computer Supplies	18	783	-	-	-	-		-	-	-	-	-	-	-	-	-
Subtotal Other Operating		46,486	22,801	7,353	17,368	24,721	69,674		49,490	50,480	51,490	52,520	53,570	54,641	55,734	56,849	57,986
400401	Utilities/Tel & Telegraph	254	414	229	229	458	500	%	510	520	531	541	552	563	574	586	598
400552	Prov Fr Ins Loss/Ins Gen Liab	8,029	8,765	7,950	1,200	9,150	9,300	%	9,486	9,676	9,869	10,067	10,268	10,473	10,683	10,896	11,114
400574	Cost Pool/(ISF)-Gen Liab	55,701	75,144	34,755	34,755	69,510	79,937	%	81,535	83,166	84,829	86,526	88,256	90,021	91,822	93,658	95,532
400586	Cost Pool/(CAP)-Admin Charges	51															

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