

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 15, 2022

Final Decision Date Deadline: June 15, 2022

**STATEMENT OF THE ISSUE:** Since February 2018, The Eviction Defense Center has had the full-time equivalent of one attorney and one part-time paralegal dedicated to Richmond eviction cases. The current contract expires on June 30, 2022. Contract amendments are necessary to extend the term of the contract, add funds for services in Fiscal Year 2022-23 in accordance with the budget adopted by the Rent Board on May 31, 2022, and modify the Service Plan to reflect the proposed amendment to the term beginning July 1, 2022.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** APPROVE an amendment to the contract for community legal services with the Eviction Defense Center, increasing the contract amount by \$125,000 for Fiscal Year 2022-23, to a total not to exceed \$581,244 , and modifying the term to commence on July 1, 2022, through June 30, 2023 – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

**G-1.**

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# AGENDA REPORT

**DATE:** June 15, 2022

**TO:** Chair Finaly and Members of the Rent Board

**FROM:** Nicolas Traylor, Executive Director

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

**STATEMENT OF THE ISSUE:**

Since February 2018, The Eviction Defense Center has had the full-time equivalent of one attorney and one part-time paralegal dedicated to Richmond eviction cases. The current contract expires on June 30, 2022. Contract amendments are necessary to extend the term of the contract, add funds for services in Fiscal Year 2022-23 in accordance with the budget adopted by the Rent Board on May 31, 2022, and modify the Service Plan to reflect the proposed amendment to the term beginning July 1, 2022.

**RECOMMENDED ACTION:**

APPROVE an amendment to the contract for community legal services with the Eviction Defense Center, increasing the contract amount by \$125,000 for Fiscal Year 2022-23, to a total not to exceed \$581,244<sup>1</sup>, and modifying the term to commence on July 1, 2022, through June 30, 2023 – Rent Program (Nicolas Traylor 620-6564).

**FISCAL IMPACT:**

The proposed contract amendments shall be funded by the Fiscal Year 2022-23 Rent Program budget, adopted by the Rent Board on May 31, 2022. The adopted budget allocates \$210,000 for Community Services Agency Contracts, of which \$125,000 is proposed to be used to increase the payment limit for the Board's existing contract with the Eviction Defense Center.

**DISCUSSION:**

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

Background

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

Performance

In accordance with the amended contract approved by the Rent Board on May 19, 2021, The Eviction Defense Center is compensated \$10,416 monthly to serve a minimum of 30 Richmond tenants per month following a referral from a Rent Program staff member. Tenants receive pre-litigation counseling and a review of documents with appropriate legal response and/or full representation in court at their unlawful detainer hearing.

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

The table below contains a summary of the number of Richmond Tenants served by the Eviction Defense Center during the 2021-22 fiscal year through May 2022. The contract commenced July 1, 2021. Between the contract term July 2021 and June 2022, the Eviction Defense Center served an average of 80 clients per month, 50 more clients than is currently required in the existing contract.

**Clients Served by the Eviction Defense Center, Fiscal Year 2021-22**

<b>Month</b>	<b>Total Clients Served (Minimum Per Contact is 30)</b>
July 2021	52
August 2021	66
September 2021	82
October 2021	68
November 2021	59
December 2021	53
January 2022	56
February 2022	88
March 2022	119
April 2022	115
May 2022	126

Proposed Contract Amendments

## ITEM G-1

Staff members are recommending approval of contract amendments to (1) extend the term of the contract with the Eviction Defense Center to June 30, 2023 (with the amended contract commencing on July 1, 2022) and (2) increase the payment limit of the contract by \$125,000 in accordance with the Fiscal Year 2022-23 Rent Program budget.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Fifth Contract Amendment and Amendment History

Attachment 2 – Original Contract

Attachment 3 - Overview of EDC Scope and Services in Richmond FY 2021-2022

Attachment 4 – EDC Client Stories FY 2021-2022

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

<b>Department:</b> Rent Program	<b>Project Manager:</b> Nicolas Traylor
<b>Project Manager E-mail:</b> nicolas_traylor@ci.richmond.ca.us	<b>Project Manager Phone No:</b> (510) 620-6564
<b>P.R. No:</b> 21800884-00 <b>Vendor No:</b> 13140	<b>P.O./Contract No:</b> 4160
<b>Description of Services:</b> Provide Eviction Defense Services to Richmond Tenants.	
<b>Amendment No. <u>5</u> modifies the: (2<sup>nd</sup> or subsequent amendments attach Amendment History page)</b>	
<input checked="" type="checkbox"/> <b>Term, Payment Limit and Service Plan</b>	<input type="checkbox"/> <b>Payment Limit and Service Plan</b>
<input type="checkbox"/> <b>Term and Service Plan</b>	<input type="checkbox"/> <b>Service Plan</b>

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

- Parties. The parties to this Contract Amendment are the City of Richmond Rent Board, (Rent Board), and the following named Contractor:

Eviction Defense Center

Company Name: \_\_\_\_\_

Street Address: 350 Frank Ogawa Plaza, Suite 703

City, State, Zip Code: Oakland, CA 94612

Contact Person: Anne Tamiko Omura

Telephone: (510) 452-4541

Email: tamiko23@sbcglobal.net

Business License No: 4005-6623 / Expiration Date: June 30, 2023

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

- Purpose. This Contract Amendment is being entered into to amend the Contract between Rent Board and Contractor which was approved by the Rent Board or executed by the Executive Director on February 1, 2018, which **original** term commenced on February 1, 2018 and terminates June 30, 2018 with an **original** contract payment limit of \$37,500.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

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

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

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

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

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

CITY OF RICHMOND RENT BOARD:

CONTRACTOR:

Eviction Defense Center

By: \_\_\_\_\_

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

Title: Executive Director

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

By: \_\_\_\_\_  
Rent Board Clerk

By: \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to form:

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

By: \_\_\_\_\_  
Staff Attorney

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

Contract Amendment between the City of Richmond and  
Eviction Defense Center

Amendment No.  
**5**

P.O./Contract No.  
**4160**

**AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)**

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

"2. Term. The effective date of this Contract is  
February 1, 2018

\_\_\_\_\_  
(Insert original contract commencement date)

and it terminates

**June 30, 2023**

\_\_\_\_\_  
(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ **125,000.00** . Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. Rent Board's total payments to Contractor under this Contract shall not exceed \$ **581,244.00** including expenses."

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

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

Service plan stays the same; term of the contract will be July 1, 2022-June 30, 2023

Contract Amendment between the City of Richmond and  
Eviction Defense Center

Amendment No.

P.O./Contract No.

5

4160

**AMENDMENT PROVISIONS (AMENDMENT HISTORY)**

The **first** Contract Amendment was approved by the Rent Board or executed by the Executive Director on June 20, 2018 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 75,000.00 for a payment limit not to exceed \$ 112,500.00.
- Term Amendment (insert new termination date): June 30, 2019
- Service Plan

The **second** Contract Amendment was approved by the Rent Board or executed by the Executive Director on June 19, 2019 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 125,000.00 for a payment limit not to exceed \$ 237,500.00.
- Term Amendment (insert new termination date): June 30, 2020
- Service Plan

The **third** Contract Amendment was approved by the Rent Board or executed by the Executive Director on June 17, 2020 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 93,744.00 for a payment limit not to exceed \$ 331,244.00.
- Term Amendment (insert new termination date): June 30, 2021
- Service Plan

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on May 19, 2021 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 125,000.00 for a payment limit not to exceed \$ 456,244.00.
- Term Amendment (insert new termination date): June 30, 2022
- Service Plan

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

- Increased contract payment limit by \$ 125,000.00 for a payment limit not to exceed \$ \$ 581,244.00.
- Term Amendment (insert new termination date): June 30, 2023
- Service Plan

CITY OF RICHMOND RENT BOARD  
STANDARD CONTRACT

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

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

Company Name: The Eviction Defense Center

Street Address: 350 Frank Ogawa Plaza, Suite 703

City, State, Zip Code: Oakland, CA 94612

Contact Person: Anne Tamiko Omura

Telephone: 510-452-4541

Email: tamiko23@sbcglobal.net

Business License No: 4005-6623

Expiration Date: 02/14/2019

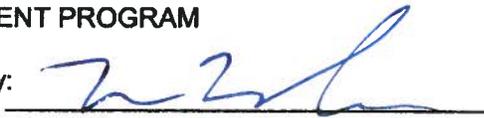
A California  corporation,  limited liability corporation  general partnership,  limited partnership,  individual,  non-profit corporation,  individual dba as [specify:] \_\_\_\_\_  
 other [specify:] \_\_\_\_\_

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

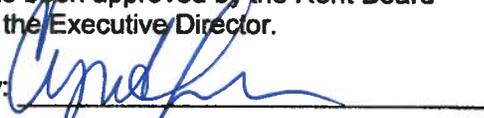
By:



Title: Executive Director

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

By:



Board Clerk

Approved as to form:

By:

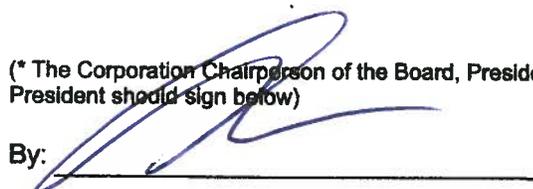


Board Legal Counsel

CONTRACTOR:

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

By:

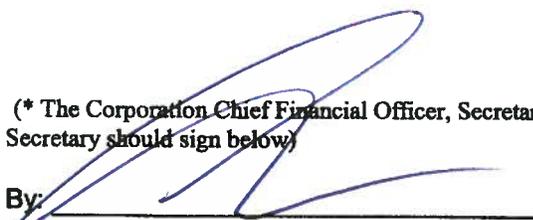


Title: EXECUTIVE DIRECTOR + CFO

Date Signed: 3/20/18

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

By:



Title: CFO

Date Signed: 3/20/18

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

LIST OF ATTACHMENTS:

- Service Plan
- 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 Executive Director, perform the following services and be compensated as outlined below:

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

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

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

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

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

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

**EXHIBIT B  
PAYMENT PROVISIONS**

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

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc.) Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:  
  
Attention: City of Richmond Finance Department - Accounts Payable  
  
Project Manager: Nicolas Traylor
4. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, Nicolas Traylor, before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

**EXHIBIT C  
AUTHORIZED REPRESENTATIVES AND NOTICES**

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

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

Nicolas Traylor

City Of Richmond Rent Program

440 Civic Center Plaza, Suite 200

Richmond, CA 94804

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

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

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

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

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

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

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

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

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

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

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

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the four (4) year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for four (4) years after the termination of this Contract.

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

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

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

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

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

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

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

10. **Professional Ability.** Contractor acknowledges, represents and warrants that Contractor and its employees are skilled and able to competently provide the services hereunder, and possess all professional licenses, certifications, and approvals necessary to engage in their occupations. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Contract. Contractor shall perform in accordance with generally accepted professional practices and standards of Contractor's profession. In the event that City, in its sole discretion, desires the removal of any person employed or retained by Contractor to perform services hereunder, such person shall be removed immediately upon receiving notice from City.
11. **Business License.** Contractor shall obtain a Richmond Business License before performing any services required under this Contract. The failure to so obtain such license shall be a material breach of this Contract and grounds for immediate termination by City; provided, however, that City may waive the business license requirement in writing under unusual or extraordinary circumstances without necessitating any modification of this Contract to reflect such waiver.
12. **Termination Without Default.** Notwithstanding any provision herein to the contrary, City may, in its sole and absolute discretion and without cause, terminate this Contract at any time prior to completion by Contractor of the project or services hereunder, immediately upon written notice to Contractor. Contractor may terminate this Contract at any time in its sole and absolute discretion and without cause upon 30 days' written notice to City. In the event of termination by either party, Contractor shall be compensated for: (1) all authorized work satisfactorily performed prior to the effective date of termination; (2) necessary materials or services of others ordered by Contractor for this Contract, prior to receipt of notice of termination, irrespective of whether such materials or services of others have actually been delivered, provided that Contractor is not able to cancel such orders. Compensation for Contractor in such event shall be determined by City in accordance with the percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the City's last payment shall be transferred and assigned to City. Additionally, in the event of such termination, the City may proceed with the work in any reasonable manner it chooses.

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

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

15. Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39. Performance and Final Acceptance.

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

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

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

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

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

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**EXHIBIT E  
SPECIAL CONDITIONS**

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

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**EXHIBIT F  
INSURANCE PROVISIONS**

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

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Collective Legal Services  
**THE EVICTION DEFENSE CENTER**  
**A Nonprofit Law Corporation**  
350 Frank Ogawa Plaza, Suite 703  
Oakland, CA 94612  
510-452-4541(voice) 510-452-4875(fax)

June 8, 2022

Nicolas Traylor, Executive Director  
City of Richmond Rent Program  
440 Civic Center Plaza, Suite 200  
Richmond, CA 94804

re: Eviction Defense Center, legal services contract

Dear Mr. Traylor:

I am excited for the opportunity to present information about the Eviction Defense Center's services and scope of work under our Rent Board contract. We truly value the contract as it has enabled us to serve so many households in the City of Richmond.

Since the inception of our contract with the Rent Board in 2018, the Eviction Defense Center [EDC] has always over performed on providing services to the target number of clients each month. Our current contract anticipates that the EDC will serve a minimum of **15** new clients every month in addition to a minimum of **15** continuing clients, for a total **30** clients each month and **180** unduplicated clients every year. In the current fiscal year, we have provided legal services to the following number of tenants:

	NEW CLIENTS	CONTINUING CLIENTS	TOTAL SERVED
July 2021	16	36	52
August 2021	29	37	66
September 2021	26	56	82
October 2021	29	39	68
November 2021	25	34	59
December 2021	17	36	53
January 2022	34	22	56
February 2022	53	35	88

March 2022	69	50	119
April 2022	50	65	115
May 2022	56	70	126

With one month left in this grant cycle, we have already served **404** unduplicated clients, which is more than double our anticipated number. We have also seen our numbers steadily increase since the state's eviction moratorium lifted in September 2021.

Over **57%** of the clients that we serve are Hispanic. Over **25%** of the clients we serve are African American. This means that over **82%** of the tenants we serve who are facing displacement are African American or Latinx. These numbers are a chilling reminder of the demographics of the communities hardest hit by the housing crisis. Additionally, approximately **30%** of the households we serve have minor children in the home, and over **40%** of the clients we serve are either elderly or disabled.

The EDC prides itself on providing anti-displacement legal services and counseling from the moment the threat of eviction arises through unlawful detainer trial, if necessary. Whenever possible, we try to resolve issues with the landlord in order to avoid litigation. Richmond tenants facing an eviction threat receive an hour consultation with an attorney. This may result in a letter being sent to the landlord or legal advice to the tenant on how to best avoid an eviction. If the issue is not resolved, then the tenant receives follow up appointments. Tenants with unlawful detainer lawsuits receive a two hour intake and preparation of all legal documents. The tenant then receives follow up appointments to prepare for court. In the current grant cycle we have defended over **50** unlawful detainer cases and made over **136** court appearances. (Each unlawful detainer case requires between 1-6 court appearances.)

Throughout the pandemic, our service numbers have remained high because we never closed our doors and continued to serve the community. We anticipate that our numbers will remain high for the foreseeable future as Richmond tenants struggle with the devastating and ongoing financial impact of the Covid-19 pandemic.

In conclusion, we truly appreciate our grant and all the work it has enabled us to do in the Richmond community.

To give you a better idea of some of the cases we are handling, I have attached some client stories for your review. Please let me know if you have any questions or require any further information.

Yours truly,

*Anne Tamiko Omura*

Anne Tamiko Omura, Esq.  
Executive Director

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Ms. R is a mother of three children who was diagnosed with a brain tumor shortly before the pandemic began. She was unable to continue working because of the high risk that Covid posed to her already fragile health condition. As a result, she fell behind in rent on her home of over 10 years. Ms. R came to our office in February with a 3-day notice to pay rent or quit. The EDC assisted her with her application for rental assistance and made sure the landlord was notified that Ms. R qualified for rental assistance and that an application was pending. Despite receiving this notice, Ms. R's landlord still went forward with filing an unlawful detainer. The EDC has been fighting this unlawful detainer in court for the past 4 months. While the first lawsuit was pending, Ms. R's landlord filed a SECOND unlawful detainer lawsuit against her, also for non-payment of rent. The EDC has been fighting both cases in court while Ms. R waits for determination on her rental assistance application. The ultimate goal is to keep her and her children from getting evicted until the rental assistance comes through on her behalf.

Mr. B came to the EDC in August with a 30-day notice to quit alleging that he had an illegal subtenant in his home. Mr. B, a severely disabled and frail senior citizen, was terrified of becoming homeless at his age with his fragile health. After several meetings, the EDC was able to gain Mr. B's confidence enough to learn that he was a victim of elder abuse. A much younger woman, addicted to drugs, had moved into his unit, gained access to all of his bank accounts, and was stealing all of his money. Every month when his Social Security check was deposited, she would clean out his entire account, leaving him no money for food. The EDC immediately assisted Mr. B with a police report and restraining order to have the abuser removed from his home. The EDC reached out to the landlord with a reasonable accommodation request, explaining the circumstances and requesting that the 30-day eviction notice be withdrawn. Eventually, the EDC came to an agreement to have the eviction notice withdrawn. Mr. B was allowed to have an in home care person to tend to his needs and ensure that the abuser did not return.

Ms. W is a single mother with two young children, one of whom was diagnosed with autism. Ms. W suffers from congestive heart failure, which leaves her easily exhausted and increases the challenges she faces raising an autistic child. In late October 2021, Ms. W's landlord filed an unlawful detainer against her alleging poor housekeeping. When Ms. W received notice from the court that an unlawful detainer had been filed against her, she immediately reached out to different agencies, including the Eviction Defense Center. The EDC sent her to the courthouse to obtain a copy of the unlawful detainer so an answer could be prepared. Unfortunately, when Ms. W went to the courthouse she was informed that judgment had already entered and a Sheriff's Eviction had been scheduled. Ms. W had never been served with the lawsuit. The EDC then began a 5 month long court battle to reopen the case and prevent Ms. W and her children from being put out on the street. The EDC filed 3 stays of execution, 5 motions, and made over a dozen court appearances. On April 12, 2022, the EDC was successful in winning a Motion for Relief from Forfeiture. The Sheriff's eviction was canceled and Ms. W's tenancy was reinstated. While fighting the battle in court, the EDC used the 5 months to send their case worker into Ms. W's home and assist her with clutter and maintenance. Now Ms. W's rent is paid up in full, her house is organized and well-maintained, and she and her children are stably housed.

Ms. M came to the Eviction Defense Center in September because her apartment had been red-tagged by the City of Richmond. Her landlord was threatening to lock her out in 24 hours. Ms. M had a 7 month old baby and was terrified of being put on the street during the pandemic. The EDC worked with the City Inspector and learned that the property was red-tagged because Ms. M's landlord had illegally chopped up a home to create 3 rental units without any permits. Over a 4 month period, the EDC worked with Ms. M and the Inspector to get Ms. M more time to relocate and ensure that she received the appropriate relocation fees from the landlord. While Ms. M was unable to stay in her home, the EDC helped to prevent her from being homeless with her baby.

Ms. T is an 80-year old disabled tenant who has lived in her apartment in Richmond for 33 years. In 2021, Ms. T's landlord passed away and his daughter took over management of the premises. Despite the pandemic and the Urgency Ordinance put in place by the Richmond City Council, Ms. T's new landlord began harassing her nonstop in an effort to get her to move. She shut off Ms. T's water and started entering Ms. T's unit without notice in order to harass her and force her out of her home. Given her advanced age and fragile health, Ms. T was understandably terrified by this harassing behavior. The EDC got involved and immediately reached out to Ms. T's landlord demanding that she cease and desist her harassing behavior. The EDC got the water turned back on and was able to curb the landlord's harassing behavior. The EDC now check in regularly with Ms. T to make sure that her housing remains stable.

Ms. G is a 77-year old disabled tenant who has lived in her Richmond apartment for 37 years. In 2021, a new owner purchased the property and immediately started doing unpermitted work on the premises. He broke into Ms. G's storage shed and removed items, used her water for his construction work, and built an illegal structure blocking her window, thus creating a safety hazard. The EDC has been working to try to get this landlord's behavior under control. The EDC has partnered with a private attorney to attempt injunctive relief for Ms. G. This case remains open and the EDC will continue to monitor Ms. G's situation until her housing is stabilized.

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