



REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND

AGENDA
Wednesday, June 15, 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/87857326996?pwd=WXc2N0R4NzVISmpQdDdWSV0aFB0QT09>

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 +1 646 558 8656 or +1 301
715 8592 or +1 312 626 6799

Step 2: Webinar ID: 878 5732 6996

Step 3: Enter the following passcode: 413160938

International numbers available: <https://us02web.zoom.us/j/87857326996>

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, June 15, 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 May 18, 2022, Regular Meeting of the Richmond Rent Board. | <i>Cynthia Shaw</i> |
| F-2. | APPROVE the minutes of the May 31, 2022, Special Meeting of the Richmond Rent Board. | <i>Cynthia Shaw</i> |
| F-3. | RECEIVE the Fiscal Year 2021-22 Monthly Activity Report through May 2022. | <i>Cynthia Shaw</i> |
| F-4. | RECEIVE the Rent Program FY 2021-22 Monthly Revenue and Expenditure Report through May 2022. | <i>Fred Tran</i> |
| F-5. | 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> |
| F-6. | APPROVE contract for interpretation services with Interpreters Unlimited with a payment limit not to exceed \$8,000 for Fiscal Year 2022-23 (July 1, 2022 – June 30, 2023). | <i>Nicolas Traylor</i> |

- F-7.** APPROVE contract for translation services with The Spanish Group, LLC in an amount not to exceed \$6,000 for the Fiscal Year 2022-23 (July 1, 2022-June 30, 2023). *Nicolas Traylor*

G. CONTRACTS

- G-1.** 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. *Nicolas Traylor
Anne Omura*

H. RENT BOARD AS A WHOLE

- H-1.** DIRECT staff to grant an exception to the MNOI application time restrictions for Raymond “Jimmy” Smith, allowing him to reapply for an MNOI petition for this current year, incorporating the specific capital expenditures accrued from years prior on the subject building. *Board Member
Michael Vasilas*

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: June 15, 2022

Final Decision Date Deadline: June 15, 2022

STATEMENT OF THE ISSUE: The minutes of the May 18, 2022, 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 May 18, 2022, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-1.

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RICHMOND, CALIFORNIA, May 18, 2022

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/86795770395?pwd=S01RWWRwVzdOL1RQZkt5c1JOVXVCQT09>

Password: rentboard

Or By Telephone:

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

Webinar ID: 867 9577 0395

International numbers available:

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

Community members who wished to make a public comment were required to submit their comments via email by 3:00 p.m. on Wednesday, May 18, 2022, 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

Board Members Present: Conner, Johnson, Vasilas, Vice Chair Mishek, and Chair Finlay.

Staff Present: Staff Attorney Palomar Sanchez, General Counsel 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 the following minor changes to Item F-1, April 20, 2022, Minutes under Consent Calendar: to correct page numbering on the bottom last pages of Item F-1, April 20, 2022, Minutes, that should be pages 1 of 5 instead of pages 1 of 7, to change the wording of commutation to communication on page 4, line 5, under Public Forum in the first paragraph and to add a comma after Option B in the second paragraph of page 4, line 10, Item H-1, under Study and Action Session, to read “Option B, at 78% and 62% Fringe Benefits”. Executive Director Nicolas Traylor acknowledged that the corrections would be made. A motion by Chair Finlay, seconded by Vice Chair Mishek, to accept the agenda how it’s written with minor changes to Item F-1, April 20, 2022, meeting minutes, passed by the following vote: **Ayes:** Board Members Conner, Johnson, Vasilas, Vice Chair Mishek, and Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** None.

PUBLIC FORUM

Cordell Hindler invited the Board to attend the El Cerrito Chamber of Commerce Mixer on May 19th, held at the Berkeley Country Club. He also expressed that he approves of Consent Calendar Items F-1 through F-4. However, about Item F-5 regarding City legislative bodies continuing to meet via videoconference and teleconference, he would like to restate his comments from last month. He mentioned that he looked into other cities that conduct hybrid meetings, and he spoke to the City of Pinole City Clerk. He was told that the Boards and Commissions are conducting some hybrid function to allow the public to attend the meeting in person or by phone. He requests that the Rent Board consider discussing this matter as a future agenda item and possibly holding a test run for a Hybrid meeting. He also believes

that a Hybrid meeting would be well attended since they are in other cities. He expressed that he hopes that the Board would consider it and agendaize it for next month.

Jimmy Smith expressed concerns regarding the property 420 Golden Gate Ave., Point Richmond. He mentioned that he put in half a million dollars in capital improvements into the property and was seeking a fair return of investment from the Landlord Petition for Rent Increase under the Fair Return Standard: Maintenance of Net Operating Income. He said there seems to be a question about handling this petition and the administrative part of the Rent Board, and he is seeking direction on how to deal with it. He also said that due to the pandemic, there were federal and state moratoriums that blocked rent increases, which this type of petition would fall under. He is seeking advice and guidance on how to have this petition received and reviewed so that they can move forward with a fair return on investment. He also added if this matter could be added to the agenda for this meeting for the Board to vote on it or calendar it for the next Rent Board meeting.

RENT BOARD CONSENT CALENDAR

On motion of Board Member Johnson, seconded by Board Member Vasilas, the item(s) marked with an (*) were approved unanimously with the approved changes under Item D for Agenda Review:

*F-1. Approve the minutes of the April 20, 2022, Regular Meeting of the Richmond Rent Board.

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

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

*F-4. Approve late fee waiver(s) for April 2022 pursuant for Regulation 425.

*F-5. 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.

STUDY AND ACTION SESSION

G-1. The matter to receive updated Fiscal Year 2022-23 Rent Program operating budget and fees, discuss, and schedule a Special Meeting, and provide direction to staff was presented by Deputy Director Fred Tran. The presentation included an update on the budget and fees, updates regarding Fringe Benefits, and Cost Pool – Admin. Charges, a proposal for development of the Resolution for City Council, budget options, and recommendation which included scenarios for Budget Option B, at 62% with a new database, budget schedule next steps, and the recommended action. There were no public comments on this item. Discussion ensued. Rent Board Clerk polled Board members to find out their availability for a Special Rent Board Meeting to be held either Tuesday, May 31, 2022, or Wednesday, June 1, 2022. After polling each Board Member, Deputy Director Fred Tran proposed to schedule the Special Rent Board on Tuesday, May 31, 2022, at 5:00 PM, to present the proposed the Fiscal Year 2022-23 Rent Program Operating Budget and Fees.

A motion by Chair Finlay that on May 31, 2022, there will be a Special Meeting of the Richmond Rent Board, and at that meeting, the Board will receive an updated Fiscal Year 2022-23 Rent Program Operation Budget and Fees that will incorporate a cap for Fringe Benefits of 62%, and at that meeting, the Board will provide direction to staff on the creation of an actual budget. A friendly amendment recommendation by General Counsel Charles Oshinuga to Chair Finlay’s motion to include that staff will come back to the Board with the Actual Fiscal Year 2022-23 Rent Program Operating Budget and Fees. Chair Finlay accepted the friendly amendment and amended the motion to receive the updated Fiscal Year 2022-23 Rent Program Operation Budget and Fees.

Board Member Conner commented that the recommended action is to receive the updated Fiscal Year 2022-23 Rent Program Budget and Fee and schedule a Special Meeting. She asked General Counsel Charles Oshinuga if a motion on this item was needed since there was no direction to staff. General Counsel Charles Oshinuga responded no need for a motion. Chair Finlay rescinded her motion, and no formal action was taken on this item.

REPORTS OF OFFICERS

Executive Director Nicolas Traylor gave a brief report about the upcoming pre-recorded workshop titled “How to Assert Your Rights as A Tenant” to be posted on the website by 4:00 PM on Friday, May 27, 2022.

ADJOURNMENT

There being no further business, the meeting adjourned at 5:38 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: June 15, 2022

Final Decision Date Deadline: June 15, 2022

STATEMENT OF THE ISSUE: The minutes of the May 31, 2022, Special 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

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

RECOMMENDED ACTION: APPROVE the minutes of the May 31, 2022, Special Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-2.

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RICHMOND, CALIFORNIA, May 31, 2022

The Special 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:

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Password: rentboard

Or By Telephone:

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

Webinar ID: 829 8991 2247

International numbers available:

<https://us02web.zoom.us/j/kdA4oyeUYf>

Community members who wished to make a public comment were required to submit their comments via email by 3:00 p.m. on Tuesday, May 31, 2022, 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

Board Members Present: Conner, Johnson, Vasilas, Vice Chair Mishek, and Chair Finlay.

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

Absent: None.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

None.

PUBLIC FORUM

None.

PUBLIC HEARING

F-1. The matter to (1) receive a draft Fiscal Year 2022-23 Rent Program Budget, corresponding Rental Housing Fee study, and a prior 10-year financial projection and provide direction to staff; and (2) determine adoption of the Fiscal Year 2022-23 Budget and approval of the fee study consistent with Sections 11.100.060(n) and (l) of the Rent Ordinance was presented by Executive Director Nicolas Traylor. The presentation included the background, the Rent Program Proposed Organizational Chart, information regarding the proposed Senior Administrative Analyst Reclassification, information about the proposed Public Information & Enrollment Unit, The Proposed FY 2022-23 Budget which included line item information about Salaries & Wages, Fringe Benefits, Administrative Services, Travel and Training, Dues and Publications, Advertising and Promotion, Administrative Expenses, Postage & Mailing, Printing & Binding, Equipment Rental, Miscellaneous Contributions and Expenses, Office Supplies, Utilities, and Supplemental Insurance, Cost Pool and Non Capital Assets, 10-Year Projections which included an expense and revenue summary, the background and a high-level summary, the proposed Housing Fee Study which included the introduction and background, proposed fee structure and program services, applicable unit counts, proposed Budget and Rental Housing Fees, comparison of proposed FY 2022-23 Rental Housing Fee to prior years, and the recommended action. There were no public comments on this item. Discussion ensued.

A motion by Vice Chair Mishek to approve the Proposed Fiscal Year 2022-23 Rental Housing Fee Study and to direct staff to prepare a resolution, consistent with the Rent Board's approved Rental Housing Fee Study and Budget, to recommend to the City Council to adopt a two-tier fee structure for Fiscal Year 2022-23 of \$226 for Fully Covered Rental Units and \$127 for Partially Covered Rental Units. A friendly amendment recommendation by General Counsel Charles Oshinuga to Vice Chair Mishek to read the staff's recommendation from the beginning. Vice Chair Mishek accepted the recommendation and agreed to reread the entire recommended action from the beginning.

An amended motion by Vice Chair Mishek, seconded by Board Member Johnson, to adopt the proposed Fiscal Year 2022-23 Rent Program Budget and corresponding ten year financial projection; and approve proposed Fiscal Year 2022-23 Rental Housing Fee Study; and direct staff to prepare a resolution, consistent with the Rent Board's approved Rental Housing Fee Study and Budget, recommending to the City Council adoption of a two-tier fee structure for Fiscal Year 2022-23 of \$226 for fully covered rental units and \$127 for partially covered rental units, passed by the following vote: **Ayes:** Board Member Johnson, Vice Chair Mishek and Chair Finlay. **Noes:** Board Members Conner and Vasilas. **Abstentions:** None. **Absent:** None.

RENT BOARD AS A WHOLE

G-1. The matter to direct Rent Program staff to work with City Council Member Jimenez to propose a policy to the City of Richmond City Council that would cap all charges assessed by the City, to Special Revenue funded departments/agencies, at 30% of current fiscal year budgeted expenditures was presented by Deputy Director Fred Tran. The presentation included a summary of the 2022-23 Fiscal Year Budget and Fees, update regarding Fringe Benefits and Cost Pool Allocations, development of a Resolution proposal, and the recommended action. Discussion ensued. There were no public comments on this item. A motion by Vice Chair Mishek, seconded by Board Member Johnson, to direct Rent Program staff to work with City Council Member Jimenez to propose a Resolution to the City of Richmond City Council that would cap all charges assessed by the City, to Special Revenue funded departments/agencies, at 30% of current fiscal year budgeted expenditures, passed by the following vote: **Ayes:** Board

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

G-2. The matter whereby Staff recommends that the Rent Board authorize replenishing the reserve account to a minimum of eighteen percent (18%) of current year budgeted expenditures as described in the Reserve Policy, was presented by Deputy Director Fred Tran. The presentation included the Reserve Policy background, objectives of reserve policy, a chart of reserve levels, a chart about the status of existing fund balances, proposed next steps, and the recommended action. Discussion ensued. There were no public comments on this item. A motion by Board Member Johnson, seconded by Chair Finlay, that the Rent Board authorize replenishing the reserves to a minimum of eighteen percent (18%) of current year budgeted expenditures as directed in the Reserve Policy, passed by the following vote: **Ayes:** Board Members Conner, Johnson, Vasilas, Vice Chair Mishek and Chair Finlay. **Noes:** None. **Abstentions:** None. **Absent:** None.

REPORTS OF OFFICERS

Executive Director Nicolas Traylor gave a brief report that the pre-recorded workshop titled “How to Assert Your Rights as a Tenant in Richmond” was posted on the website Friday, May 27th. He also mentioned that the next pre-recorded workshop would be held on Friday, July 29th, and it is a landlord-oriented workshop titled “How to Increase Rents in Richmond”. The workshop will include information on how to properly take the Annual General Adjustment, banking, and filing petitions, including the Landlord Petition Attachment A for Maintenance of Net Operating Income. He also reported that we are finalizing the interviews for the two Rent Program Services Analyst positions by the end of the week, and we should be ready to make an offer by the following week.

ADJOURNMENT

There being no further business, the meeting adjourned at 6:47 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: June 15, 2022

Final Decision Date Deadline: June 15, 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

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

RECOMMENDED ACTION: RECEIVE the Fiscal Year 2021-22 Monthly Activity Report through May 2022 - Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-3.

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**Rent Program
FY2021-22 Monthly Activity Report**

ITEM F-3

	A	B	C	D	E	F	G	H	I	J	K	L	N
	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22		
	MTD ACTUAL	YTD TOTAL											
3 Public Information & Enrollment Unit													
5 Rent/Eviction Counseling Appointments By Phone	209	208	160	168	140	140	137	214	232	144	185		1,937
6 Rent/Eviction Counseling Appointments By Walk-ins	71	102	65	68	105	51	71	-	4	1	4		542
7 Rent/Eviction Counseling Questions Addressed By Email	212	176	89	163	104	68	209	240	224	151	147		1,783
8 TOTAL RENT/EVICTION COUNSELING APPOINTMENTS	492	486	314	399	349	259	417	454	460	296	336		4,262
9 Rent/Eviction Counseling Sessions Conducted in Spanish	45	55	52	42	35	30	44	38	60	24	35		460
10 Rent/Eviction Counseling Sessions Conducted in Mandarin	-	-	-	-	-	-	-	-	-	-	-		-
11 Rent/Eviction Counseling Sessions Conducted in Cantonese	-	-	-	-	-	-	-	1	-	3	-		4
12 Rent/Eviction Counseling Sessions Conducted in Another Language	-	-	-	-	-	-	-	-	-	-	-		-
TOTAL RENT/EVICTION COUNSELING APPOINTMENTS IN A LANGUAGE OTHER THAN ENGLISH	45	55	52	42	35	30	44	39	60	27	35		464
14 Legal Service Referrals	15	18	8	25	18	39	23	26	44	24	27		267
17 Mediations Conducted	2	-	-	-	-	3	3	1	5	4	6		24
18 Assists from Front Office Staff	266	133	-	35	70	203	238	274	10	8	32		1,269
19 Courtesy Compliance Letters Sent	15	-	4	25	24	24	8	198	72	35	27		432
20 Community Workshop Attendees	1	-	32	37	-	-	-	-	-	-	-		70
21 Hard Copy Rent Increase Notices Processed	7	27	12	32	53	98	16	21	7	14	14		301
22 Hard Copy Termination of Tenancy Notices Processed	5	46	9	8	2	7	8	3	11	13	6		118
24	12	73	21	40	55	105	24	24	18	27	20		419
25 Billing/Enrollment/Registration Counseling Appointments In-Person	7	4	-	2	3	-	-	-	2	-	-		18
26 Billing/Enrollment/Registration Counseling Appointments By Phone	83	68	51	24	24	41	38	21	23	19	15		407
27 Billing/Enrollment/Registration Counseling Questions Addressed By Email	131	49	29	14	35	33	29	38	41	58	46		503
28 TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS	214	117	80	38	59	74	67	59	64	77	61		910
29 Enrollment/Tenancy Registration Packets Mailed	77	5	32	1	7	-	-	3	41	27	82		275
30 Enrollment Forms Processed	31	12	10	44	20	21	9	20	16	10	49		242
31 Rental Housing Fee Invoices Generated	4,729	124	78	8	40	130	4	2	12	-	18		5,145
32 Checks Processed	881	650	29	39	27	13	13	6	11	1	2		1,672
33 Checks Returned	2	2	4	22	15	-	-	-	1	-	-		46
34 Tenancy Registrations Received	-	-	-	-	-	-	-	-	172	16	14		202
35 Rental Units Discovered Not in Database	1	3	2	3	1	10	1	5	5	-	2		33
36 Property Information Updated	153	58	21	14	54	117	46	110	210	124	151		1,058
37 Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)	-	-	-	258	31	14	7	15	4	5	16		350
38 Applications for Administrative Determination of Exempt/Inapplicable Status Received	8	5	-	2	-	1	4	3	4	-	5		32
39 Administrative Determination of Exempt/Inapplicable Status Issued	-	1	-	6	10	2	-	-	-	-	3		22
40 Declarations of Exemption Processed	4	12	-	6	4	2	-	9	9	-	6		52
41 LEGAL UNIT													
42 Public Records Act Requests Received	1	1	2	4	-	-	2	-	2	-	3		15
43 Owner Move-In Eviction Termination of Tenancy Notices Reviewed	-	-	1	1	-	-	-	-	-	1	-		3
44 Withdrawal from the Rental Market (Ellis Act) Termination of Tenancy Notices Reviewed	2	-	1	-	1	1	-	1	1	1	-		8
45 Substantial Repairs Termination of Tenancy Notices Reviewed	-	-	-	-	-	1	-	-	-	-	-		1
46 Appeal Hearings Held	-	-	-	-	-	1	-	-	-	-	-		1
47 HEARINGS UNIT													
50 Consultations with Hearings Unit Coordinator By Phone	3	6	3	2	10	15	15	13	28	4	9		108
51 Hearings-Related Questions Addressed By Email	17	12	20	26	31	51	69	79	91	53	64		513
52 TOTAL HEARINGS-RELATED CONSULTATIONS	20	18	23	28	41	66	84	92	119	57	73		621
53 MNOI Petitions Received (Attachment A)	-	-	-	-	-	-	-	-	-	-	-		-
54 Increased in Occupants Petitions Received (Attachment B)	-	-	-	-	-	-	-	-	-	-	-		-
55 Increase in Space or Services Petitions Received (Attachment C)	-	-	-	-	-	-	-	-	-	-	1		1
56 Restoration of Denied AGA Petitions Received (Attachment D)	-	-	-	-	-	-	-	-	-	-	-		-
57 Landlord Individual Rent Adjustment Petitions Received	1	2	-	-	-	-	-	-	-	-	1		4
58 Landlord Petition to Determine Exempt Status Received	-	-	-	-	-	-	-	-	-	-	-		-
59 TOTAL LANDLORD PETITIONS RECEIVED	1	2	-	2		5							
60 Excess Rent or Failure to Return Sec Dep Petitions Received (Attachment A)	-	2	-	1	1	1	-	-	-	1	-		6
61 Decrease in Space/Services or Habitability Petitions Received (Attachment B)	-	3	-	1	2	3	3	2	2	-	2		18
62 Reduction in Number of Tenants Petitions Received (Attachment C)	-	-	-	-	-	-	-	-	-	-	-		-
63 Tenant Petition Based on Multiple Grounds	-	-	-	-	-	1	1	1	5	1	-		9
64 Tenant Petition for Rent Withholding Petitions Received	-	-	-	-	-	-	-	-	-	-	-		-

**Rent Program
FY2021-22 Monthly Activity Report**

ITEM F-3

	A	B	C	D	E	F	G	H	I	J	K	L	N
		Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	
		MTD ACTUAL	YTD TOTAL										
65	Tenant Petition for Failure to Pay Relocation Payment Petitions Received	-	-	-	2	-	4	-	-	-	1	-	7
66	TOTAL TENANT PETITIONS RECEIVED	-	5	-	4	3	9	4	3	7	3	2	40
67	Petition for Determination of Occupancy Status	-	-	-	-	-	-	-	-	-	-	-	-
68	Petition for Initial Rent Determination	-	-	-	-	-	-	-	-	-	-	-	-
69	Request to Expedite Hearing Process	-	-	-	-	-	-	-	-	-	-	-	-
70	Request for a Continuance of the Hearing Process	-	-	-	-	1	-	-	2	4	2	3	12
71	Subpoena(s)	-	-	-	-	-	-	-	-	-	-	-	-
72	TOTAL OTHER PETITIONS RECEIVED	-	-	-	-	1	-	-	2	4	2	3	12
73	Decisions Ordered	1	-	-	-	-	-	2	2	1	-	1	7
74	Cases Settled	-	-	-	-	1	1	-	5	3	2	-	12
75	Cases Dismissed	1	2	-	-	-	-	2	-	-	-	2	7
76	Petitions Withdrawn	2	1	2	1	-	2	2	1	-	-	-	11
77	TOTAL CASES CLOSED	4	3	2	1	1	3	6	8	4	2	3	37
78	Appeals Received	-	1	-	-	-	-	-	-	-	2	-	3
79	Total Open Cases (Tenant Petitions)	2	3	6	10	14	18	18	15	13	14	8	121
80	Total Open Cases (Landlord Petitions)	2	3	1	1	1	1	12	11	10	11	14	67
81	Total Open Cases (Other Petitions)	-	-	-	2	3	-	-	-	-	-	-	5
82	TOTAL OPEN CASES	4	6	7	13	18	19	30	26	23	25	22	193
83	Form Submissions												
84	Agent Authorization	-	-	-	-	1	-	-	-	1	1	-	3
85	Proof of Excess Rent Refund	-	-	-	-	-	-	-	-	16	-	-	16
86	Proof of Permanent Relocation Payment	-	-	1	2	-	1	1	2	1	1	-	9
87	Proof of Temporary Relocation Payment	-	-	-	-	-	-	-	-	-	-	-	-
88	Change in Terms of Tenancy	1	-	2	2	-	1	1	-	8	9	25	49
89	TOTAL RENT INCREASE NOTICES FILED	69	69	79	4	212	2	106	2	26	11	32	612
90	Termination of Tenancy - Nonpayment of Rent	1	12	31	39	17	24	9	26	35	102	61	357
91	Termination of Tenancy - Breach of Lease	3	3	10	10	7	2	6	3	17	13	5	79
92	Termination of Tenancy - Failure to Give Access	-	-	-	-	-	-	-	-	-	-	-	-
93	Termination of Tenancy - Nuisance	-	2	2	1	-	1	-	-	-	5	2	13
94	Termination of Tenancy - Withdrawal from the Rental Market	2	-	1	-	1	-	-	1	-	4	-	9
95	Termination of Tenancy - Owner Move-In	-	-	-	4	-	1	-	-	-	3	-	8
96	Termination of Tenancy - Substantial Repairs	-	-	-	-	-	-	-	-	-	-	-	-
97	Termination of Tenancy - Temporary Tenancy	-	-	2	-	-	1	-	-	-	-	-	3
98	TOTAL TERMINATION OF TENANCY NOTICES FILED	6	17	46	54	25	29	15	30	52	127	68	469

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: Utilizing the City's MUNIS software system, management staff can 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> | |

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 Rent Program FY 2021-22 Monthly Revenue and Expenditure Report through May 2022 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

F-4.

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

ITEM F-4

OBJECT	ORIGINAL BUDGET	ADOPTED BUDGET	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9	Period 10	Period 11	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
			July	August	September	October	November	December	January	February	March	April	May				
340445 Rental Housing Fees	(2,893,854.00)	(2,893,854.00)	(691,167.85)	(662,750.30)	(536,446.55)	(86,825.20)	(49,226.30)	(94,505.60)	(38,778.65)	(30,572.50)	(35,080.10)	(51,372.80)	(21,098.00)	-	(2,297,823.85)	(596,030.15)	79.4%
TOTAL LICENSES, PRMITS&FEES	(2,893,854.00)	(2,893,854.00)	(691,167.85)	(662,750.30)	(536,446.55)	(86,825.20)	(49,226.30)	(94,505.60)	(38,778.65)	(30,572.50)	(35,080.10)	(51,372.80)	(21,098.00)	-	(2,297,823.85)	(596,030.15)	79.4%
361701 Interest	(14,460.00)	(14,460.00)	-	-	-	(838.30)	-	-	(912.08)	-	-	(1,124.08)	-	-	(2,874.46)	(11,585.54)	19.9%
361705 Realized Gain	-	-	-	-	-	(1,287.30)	-	-	(630.03)	-	-	173.25	-	-	(1,744.08)	1,744.08	100.0%
TOTAL INTEREST INCOME	(14,460.00)	(14,460.00)	-	-	-	(2,125.60)	-	-	(1,542.11)	-	-	(950.83)	-	-	(4,618.54)	(9,841.46)	31.9%
364867 Revenue from Collections Agency	(30,000.00)	(30,000.00)	-	-	(2,220.00)	-	-	-	(8,012.25)	(2,193.86)	-	-	-	(1,940.16)	(14,366.27)	(15,633.73)	47.9%
337373 Other Grants	-	-	-	-	-	-	-	(5,000.00)	-	-	-	-	-	-	(5,000.00)	5,000.00	100.0%
TOTAL OTHER REVENUE	(30,000.00)	(30,000.00)	-	-	(2,220.00)	-	-	(5,000.00)	(8,012.25)	(2,193.86)	-	-	-	(1,940.16)	(19,366.27)	(15,633.73)	64.6%
TOTAL REVENUE	(2,938,314.00)	(2,938,314.00)	(691,167.85)	(662,750.30)	(538,666.55)	(88,950.80)	(49,226.30)	(99,505.60)	(48,333.01)	(32,766.36)	(35,080.10)	(52,323.63)	(23,038.16)	-	(2,321,808.66)	(616,505.34)	79.0%
400001 SALARIES & WAGES/Executive	677,048.00	677,048.00	45,587.34	49,595.08	57,704.02	57,704.02	57,704.02	57,704.02	58,915.50	58,309.76	58,309.76	58,309.76	58,309.76	-	618,153.04	58,894.96	91.3%
400002 SALARIES & WAGES/Mgmt-Local 21	323,312.00	323,312.00	11,836.06	11,836.06	11,836.06	11,836.06	11,836.06	11,836.06	11,836.06	11,836.06	11,836.06	12,590.60	14,547.60	-	133,662.74	189,649.26	41.3%
400003 SALARIES & WAGES/Local 1021	196,625.00	196,625.00	11,232.16	11,232.16	11,232.16	11,232.16	11,232.16	11,232.16	11,232.16	11,232.16	14,025.81	16,347.30	16,347.30	-	136,577.69	60,047.31	69.5%
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	3,325.24	3,637.32	3,007.52	3,613.68	2,859.86	-	32,163.92	10,872.08	74.7%
400031 OVERTIME/General	-	-	642.96	708.11	(642.96)	-	-	-	-	-	542.47	542.47	-	-	1,793.05	(1,793.05)	100.0%
400048 OTHER PAY/Bilingual Pay	10,237.00	10,237.00	350.00	647.46	944.92	651.96	651.96	651.96	651.96	651.96	651.96	667.05	706.20	-	7,227.39	3,009.61	70.6%
400049 OTHER PAY/Auto Allowance	4,200.00	4,200.00	-	350.00	700.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	-	3,850.00	350.00	91.7%
400050 OTHER PAY/Medical- in Lieu of	2,400.00	2,400.00	-	-	-	-	-	-	-	-	-	-	-	-	2,400.00	0.00	0.0%
400058 OTHER PAY/Bonuses	-	-	-	-	-	15,200.00	-	19,000.00	-	-	-	-	-	-	34,200.00	(34,200.00)	100.0%
TOTAL SALARIES AND WAGES	1,256,858.00	1,256,858.00	71,839.25	77,006.58	85,431.81	89,337.03	84,617.27	103,802.55	86,310.92	86,017.26	88,723.58	92,420.86	93,120.72	-	967,627.83	289,230.17	77.0%
400103 P-ROLL BEN/Medicare Tax-ER Shr	16,440.00	16,440.00	1,044.80	1,120.22	1,242.38	1,429.52	1,230.60	1,508.80	1,255.42	1,255.09	1,290.41	1,364.19	1,354.16	-	14,095.59	2,344.41	85.7%
400105 P-ROLL BEN/Health Insurance Be	173,441.00	173,441.00	10,603.12	12,723.87	12,723.87	12,723.87	13,343.24	13,343.24	13,343.24	13,343.24	15,577.17	16,436.37	16,436.37	-	149,978.23	23,462.77	86.5%
400106 P-ROLL BEN/Dental Insurance	17,520.00	17,520.00	973.60	1,095.30	1,095.30	1,095.30	1,095.30	1,095.30	1,095.30	1,095.30	1,217.00	1,217.00	1,217.00	-	12,291.70	5,228.30	70.2%
400109 P-ROLL BEN/Employee Assistance	528.00	528.00	29.12	32.76	32.76	13.77	13.77	13.77	13.77	13.77	15.30	15.30	15.30	-	228.38	299.62	43.3%
400110 P-ROLL BEN/Professional Dev-Mg	6,750.00	6,750.00	-	-	-	-	-	-	-	-	-	250.00	-	-	250.00	6,500.00	3.7%
400111 P-ROLL BEN/Vision	2,316.00	2,316.00	114.48	128.79	128.79	128.79	128.79	128.79	128.79	128.79	143.10	143.10	143.10	-	1,445.31	870.69	62.4%
400112 P-ROLL BEN/Life Insurance	4,163.00	4,163.00	237.90	282.70	282.70	284.43	284.43	284.43	276.63	276.63	281.43	281.43	281.43	-	3,054.14	1,108.86	73.4%
400114 P-ROLL BEN/Long Term Disabilit	12,342.00	12,342.00	627.20	718.42	728.03	728.03	728.03	728.03	427.23	427.23	454.08	462.00	462.00	-	6,490.28	5,851.72	52.6%
400116 P-ROLL BEN/Unemployment Ins	5,472.00	5,472.00	342.00	380.00	418.00	418.00	(106.95)	418.00	456.00	418.00	431.45	456.00	353.88	-	3,984.38	1,487.62	72.8%
400117 P-ROLL BEN/Personal/Prof Dev	2,250.00	2,250.00	-	-	-	-	-	-	-	-	1,140.09	-	-	-	1,140.09	1,109.91	50.7%
400118 P-ROLL BEN/Worker Comp-Injury Appt	359.00	359.00	-	-	-	-	-	-	-	-	-	-	-	-	359.00	0.00	0.0%
400121 P-ROLL BEN/Worker Comp-Clerica	9,878.00	9,878.00	591.20	626.20	706.05	624.02	642.27	656.77	680.02	704.46	655.14	932.52	1,103.40	-	7,922.05	1,955.95	80.2%
400122 P-ROLL BEN/Worker Comp-Prof	58,021.00	58,021.00	3,330.60	3,563.05	4,033.36	4,033.36	4,033.36	4,033.36	4,103.62	4,068.48	4,068.48	4,112.24	4,225.74	-	43,605.65	14,415.35	75.2%
400127 P-ROLL BEN/OPEB	49,094.00	49,094.00	2,894.91	3,088.49	3,354.52	3,312.88	3,312.88	3,312.88	3,362.57	3,337.72	3,452.30	3,427.64	3,658.74	-	36,656.34	12,427.64	74.7%
400130 P-ROLL BEN/PARS Benefits	94.00	94.00	3.44	-	34.34	30.48	36.97	39.36	43.22	47.28	39.09	46.98	37.18	-	358.34	(264.34)	381.2%
400149 P-ROLL BEN/PERS-Misc	157,301.00	157,301.00	9,280.54	9,896.10	10,745.73	10,609.58	10,609.58	10,609.58	10,767.44	10,688.52	11,052.53	11,455.30	11,715.39	-	117,430.29	39,870.71	74.7%
400151 P-ROLL BEN/PERS-Misc (UAL)	327,048.00	327,048.00	20,862.27	20,862.27	23,180.30	20,862.27	20,862.27	20,862.27	20,862.27	20,862.27	23,180.30	23,180.30	23,180.30	-	238,757.09	88,290.91	73.0%
TOTAL FRINGE BENEFITS	843,017.00	843,017.00	50,935.18	54,518.17	58,706.13	56,313.29	55,595.17	57,034.58	56,815.52	56,666.78	61,857.78	65,071.29	64,183.99	-	637,697.88	205,319.12	75.6%
400201 PROF SVCS/Professional Svcs	18,350.00	21,350.00	217.00	567.29	217.00	75.79	715.21	852.74	1,745.36	1,475.21	945.36	918.09	1,222.24	8,388.71	9,631.29	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	16,666.00	22,916.00	22,916.00	16,666.00	16,666.00	20,840.00	172,910.00	16,250.00	92.3%
400245 TRAVEL & TRNG/Tuition Rmb/Cer	800.00	800.00	-	-	-	-	-	-	-	-	-	-	-	-	800.00	0.00	0.0%
400261 DUES & PUB/Memberships & Dues	1,650.00	1,650.00	-	-	-	-	-	153.82	1,042.88	-	-	-	239.88	-	1,436.58	213.42	87.1%
400271 AD & PROMO/Advertising & Promo	5,675.00	5,675.00	-	-	96.00	96.00	649.00	96.00	3,087.35	96.00	-	-	-	-	3,928.35	1,746.65	69.2%
400280 ADM EXP/Program Supplies	3,950.00	3,950.00	-	89.00	-	89.00	192.00	96.00	96.00	96.00	276.00	96.00	96.00	-	1,126.00	2,824.00	28.5%
TOTAL PROF & ADMIN SERVICES	240,425.00	243,425.00	217.00	23,483.29	4,568.00	17,606.79	18,222.21	17,768.56	22,637.59	24,487.21	24,137.36	17,680.09	18,224.12	29,228.71	189,032.22	25,164.07	89.7%
400231 OFF EXP/Postage & Mailing	22,647.00	22,647.00	892.42	100.34	9,258.27	79.61	105.43	158.19	-	3,288.98	338.75	268.13	241.11	5.06	14,731.23	7,915.77	65.1%
400232 OFF EXP/Printing & Binding	25,807.00	25,807.00	-	551.11	8.17	-	-	-	-	-	175.38	-	-	-	734.66	25,072.34	2.8%
400233 OFF EXP/Copying & Duplicating	500.00	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	186.58	435.07	186.58	432.31	7.07	2,753.24	2,367.25	2,879.51	64.0%
400321 MISC EXP/Misc Contrib	3,000.00	3,000.00	-	-	-	-	-	-	-	-	1,500.00	-	-	1,500.00	1,500.00	1,500.00	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	6,495.00	-	-	1,387.93	17.53	1,069.73	304.81	84.39	2,070.69	867.03	534.75	120.41	-	6,457.27	37.73	99.4%
TOTAL OTHER OPERATING	69,674.00	69,374.00	892.42	1,024.61	10,654.37	283.72	1,721.82 </										

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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: 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-5.

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AGENDA REPORT

DATE: June 15, 2022

TO: Chair Finlay and Members of the Rent Board

FROM: 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:

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 – Rent Program (Charles Oshinuga 621-1202).

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.

Discussion

COVID-19 continues to pose a serious threat to public health and safety. There are now approximately 30,534 confirmed cases of COVID-19 and at least 176 deaths in the City of Richmond. That is approximately an increase of 1,550 confirmed Covid cases and 1 Covid-related deaths in 30 days. The City of Richmond has the highest infection rate total and the third highest death total in Contra Costa County.

Within the U.S and Contra Costa County, positive Covid cases have steadily increased over the past few weeks, as immunity has waned. In fact, the Biden administration anticipates an increase of 100 million Covid-related cases within the U.S by winter of 2022. The raise in cases and decrease in immunity has led Alameda County to fully reinstate their indoor mask mandates. Taking a que from our neighboring county, Richmond local officials continue to impose or recommend measures to promote social distancing, mask wearing and vaccination. Additionally, City Council has continued to pass its Resolution under AB 361, rightfully finding that holding public meetings in the Council Chambers would pose an imminent risk to the health and safety of the public.

ITEM F-5

Given the aforementioned statements and the fact that this Board holds meetings in the same chamber as Council, it's clear that holding Board meetings in person would present imminent risks to the health and safety of the public and members of Board. Therefore, public meetings cannot safely be held in person at this time.

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 22-06

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RESOLUTION NO. 22-06

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 for the unvaccinated 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

ITEM F-5
ATTACHMENT 1

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 has maintained its declaration of a local emergency due to the COVID-19 pandemic and recommends masks wearing, and social distancing while indoors; 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, and the City of Richmond remains 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, and local 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;

**ITEM F-5
ATTACHMENT 1**

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 June 15, 2022 by the following vote:

AYES:

NOES:

ABSTAINED:

ABSENT:

RENT BOARD CHAIR

APPROVED AS TO FORM:

ATTEST:

GENERAL COUNSEL

RENT BOARD CLERK

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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: In November 2020, staff members issued a request for proposals (RFP) for interpretation services to be utilized by Hearings and Public Information Units. On March 1, 2021, in accordance with the City's procurement policies, the Rent Program entered into a contract with Interpreters Unlimited, to provide interpretation services to the agency through June 30, 2022, with a payment limit not to exceed \$3,000. Staff members are requesting Rent Board approval of the second amendment to the contract to extend the term through June 30, 2023 and increase the payment limit by \$8,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2022-23.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE contract for interpretation services with Interpreters Unlimited with a payment limit not to exceed \$8,000 for Fiscal Year 2022-23 (July 1, 2022 – June 30, 2023) – Rent Program (Nicolas Traylor).

AGENDA ITEM NO:

F-6.

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AGENDA REPORT

DATE: June 15, 2022

TO: Chair Finlay and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: SECOND AMENDMENT WITH INTERPRETERS UNLIMITED FOR INTERPRETATION SERVICES

STATEMENT OF THE ISSUE:

In November 2020, staff members issued a request for proposals (RFP) for interpretation services to be utilized by Hearings and Public Information Units. On March 1, 2021, in accordance with the City's procurement policies, the Rent Program entered into a contract with Interpreters Unlimited, to provide interpretation services to the agency through June 30, 2022, with a payment limit not to exceed \$3,000. Staff members are requesting Rent Board approval of the second amendment to the contract to extend the term through June 30, 2023 and increase the payment limit by \$8,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2022-23.

RECOMMENDED ACTION:

APPROVE contract for interpretation services with Interpreters Unlimited with a payment limit not to exceed \$8,000 for Fiscal Year 2022-23 (July 1, 2022 – June 30, 2023) – Rent Program (Nicolas Traylor).

FISCAL IMPACT:

The Fiscal Year 2022-23 Rent Program budget, adopted by the Rent Board on May 31, 2022, allocates \$8,000 for interpretation services to obtain the requested deliverables. Staff members anticipate awarding Interpreters Unlimited as the qualified vendor to provide services in a total contract amount not to exceed \$8,000.

DISCUSSION:

Background

In November 2020, staff members issued a request for proposals (RFP) for interpretation services to be utilized by Hearings and Public Information Units. On

ITEM F-6

February 17, 2021, the Board approved a contract for interpretation services with Interpreters Unlimited with payment limit not to exceed \$3,000 for the term March 1, 2021, through June 30, 2021. Staff members are requesting Rent Board approval of a second amendment to the contract to extend the term through June 30, 2023, and increase the payment limit by \$8,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2022-23.

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

Conclusion

Staff members recommend approval of a contract for interpretation services with Interpreters Unlimited, with a payment limit not to exceed \$8,000 for Fiscal Year 2022-23 (July 1, 2022 – June 30, 2023).

DOCUMENTS ATTACHED:

Attachment 1 – Second Contract Amendment and Scope of Services

Attachment 2 – Original Contract

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

Department: Rent Board	Project Manager: Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6465
P.R. No: Vendor No: 14914	P.O./Contract No: 5514
Description of Services: Provide on site, teleconference and video conference interpretation services.	
Amendment No. 2 modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> Term, Payment Limit and Service Plan	<input type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

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

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

Interpreters Unlimited

Company Name: _____

Street Address: 10650 Treena Street, Suite 308

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

Contact Person: Shamus Sayed

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

Business License No: 40061088 / Expiration Date: March 1, 2022

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

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the City Council on February 17, 2021, which original term commenced on March 1, 2021 and terminates June 30, 2021 with an original contract payment limit of \$3,000.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

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

Contract Amendment between the City of Richmond and
Interpreters Unlimited

Amendment No.
2

P.O./Contract No.
5514

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
March 1, 2021

(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 \$ **8,000.00** _____. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **17,000.00** _____ including expenses."

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

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

Provide on site, teleconference and video conference interpretation services.

Contract Amendment between the City of Richmond and
Interpreters Unlimited

Amendment No.

2

P.O./Contract No.

5514

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by the Rent Board or executed by the Executive Director on May 19, 2021 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 6,000.00 for a payment limit not to exceed \$ 9,000.00.
- Term Amendment (insert new termination date): June 30, 2022
- Service Plan

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

- Increased contract payment limit by \$ 8,000.00 for a payment limit not to exceed \$ 17,000.00.
- Term Amendment (insert new termination date): June 30, 2023
- Service Plan

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

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

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

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

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

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

**CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT**

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

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

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

Company Name: **Interpreters Unlimited**

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

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

Contact Person: **Shamus Sayed**

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

Business License No:

Expiration Date:

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

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

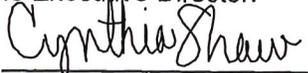
- 6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
- 7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which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

RENT BOARD:

By: 

Executive Director

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

By: 

Board Clerk

Approved as to form:

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

Board Legal Counsel

CONTRACTOR:

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

By: 

Title: Vice President

Date Signed: 02/26/2021

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

By: 

Title: Secretary

Date Signed: 02/26/2021

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

LIST OF ATTACHMENTS:

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

For the Contract between the City of
Richmond Rent Board and

INTERPRETERS UNLIMITED

**EXHIBIT A
SERVICE PLAN**

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

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

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

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

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

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

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

To request in-person, telephone, or video conference interpretation, Rent Board staff will contact the Contractor's designated staff member via email or by phone with the date and time an interpreter is needed, the location of the interpreting session or their preferred telephonic or video remote application, the required language, and any other specifics related to the job. All communications will be performed electronically or by phone.

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

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

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

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

Activity No. 3: **Interpretation for Petition Hearings**

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

Activity No. 4: **Interpretation for Appeal Hearings**

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

Activity No. 5: **Interpretation for Counseling Sessions**

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

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Activity No. 6: Interpretation for Community Workshops

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

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**EXHIBIT B
PAYMENT PROVISIONS**

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

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

ON-SITE INTERPRETATION

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

Terms:

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

SCHEDULED VIDEO OR TELECONFERENCE

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

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2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. Invoices shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the Rent Board. Contractor may be required to provide back-up material upon request. Contractor shall not bill Rent Board for travel time, unless extenuating circumstances arrive and such arrangement is approved in advance by the Executive Director.
3. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond Finance Department - Accounts Payable
Project Manager: Paige Roosa
P.O. Box 4046
Richmond, CA 94804
4. All invoices that are submitted by Contractor shall be subject to the approval of the Rent Board Project Manager, Paige Roosa, or their designee, before payments shall be authorized. Questions concerning an invoice may be directed to Contractor by email or telephone for a prompt response.
5. The Rent Board will pay invoice(s) within 45 days after completion of services to the Rent Board's satisfaction. The Rent Board shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the Rent Board. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

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**EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES**

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

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

Paige Roosa

City of Richmond Rent Program

440 Civic Center Plaza, Suite 200

Richmond, CA 94804

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

Shamus Sayed

Interpreters Unlimited

10650 Treena Street, Suite 308

San Diego, CA 92131

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ATTACHMENT 2**

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**EXHIBIT E
SPECIAL CONDITIONS**

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

THIS SECTION NOT APPLICABLE

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**EXHIBIT F
INSURANCE PROVISIONS**

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

EXHIBIT D
GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

Executive Director of the Richmond Rent Program.

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

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

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

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

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

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

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

negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the RENT BOARD, its officers, agents, employees or volunteers.

(c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the RENT BOARD, the RENT BOARD and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.

(d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.

(e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the RENT BOARD is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements, and shall assume sole and complete responsibility for the safety of Contractor's employees and any subcontractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the RENT BOARD by telephone.
17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the Rent Board. No official or employee of the RENT BOARD shall be personally liable for any default or liability under this Contract.
19. Compliance with Laws. Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals, with respect to this Contract, including without limitation environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code

("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

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

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

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

20. Limitations upon Subcontracting and Assignment. This Contract binds the heirs, successors, assigns and representatives of Contractor. The Contractor shall not enter into subcontracts for any work contemplated under this Contract and shall not assign this Contract, nor any portion hereof or monies due or to become due, without the prior written consent of the RENT BOARD or its designee.

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

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Contractor (if applicable), or of the interest of any general partner or joint venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of Contractor, shall be deemed an assignment. For this purpose, control shall mean fifty percent or more of the voting power or twenty-five percent or more of the assets of the corporation, partnership or joint-venture.

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and RENT BOARD may be used to assist in the interpretation of the Exhibits to this Contract.

22. Modifications and Amendments. This Contract may be modified or amended only by a

change order or Contract Amendment executed by both parties and approved as to form by the Executive Director of the Richmond Rent Program or designated Staff Attorney.

23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by RENT BOARD shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the RENT BOARD shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and RENT BOARD reserves the right to employ other Contractors in connection with the project.
25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable), or any corresponding responsibilities of RENT BOARD, shall be deemed extraneous to, and not a part of, this Contract.
26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.
27. Time of the Essence. Time is of the essence of this Contract. Contractor and RENT BOARD agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and RENT BOARD acknowledge that departures from the schedule may occur. Therefore, both Contractor and RENT BOARD will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.
28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.

No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such

service.

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the RENT BOARD under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by RENT BOARD to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. Claims. Any claim by Contractor against RENT BOARD hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the RENT BOARD shall be waived if not made within six months after accrual of the cause of action.
33. Interpretation. This Contract shall be interpreted as if drafted by both parties.
34. Warranty. In the event that any product shall be provided to the RENT BOARD as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to RENT BOARD; the product shall be delivered to the RENT BOARD free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.
35. Severability. In the event that any of the provisions or portions or applications thereof of this Contract are held to be unenforceable or invalid by any court of competent jurisdiction, RENT BOARD and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effectuating the purpose of this Contract, and the validity and enforceability of the remaining provisions or portions or applications thereof, shall not be affected thereby.
36. Authority. RENT BOARD warrants and represents that the signatory hereto (the Executive Director of the Richmond Rent Board) is duly authorized to enter into and execute this Contract on behalf of RENT BOARD. The party signing on behalf of Contractor warrants and represents that he or she is duly authorized to enter into and execute this Contract on

behalf of Contractor, and shall be personally liable to RENT BOARD if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.

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

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

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

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

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: During April 2020, the City, acting as the Rent Board, solicited quotes from qualified service providers in accordance with the City's procurement policies and entered into a contract with The Spanish Group, LLC to provide translation services to the Rent Program. Staff members are requesting Board approval of the first amendment to the contract to extend the term through June 30, 2023, and increase the payment limit by \$6,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2022-23.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE contract for translation services with The Spanish Group, LLC in an amount not to exceed \$6,000 for the Fiscal Year 2022-23 (July 1, 2022-June 30, 2023) - Rent Program (Nicolas Traylor- 620-6564).

AGENDA ITEM NO:

F-7.

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AGENDA REPORT

DATE: June 15, 2022

TO: Chair Finlay and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

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

STATEMENT OF THE ISSUE:

During April 2020, the City, acting as the Rent Board, solicited quotes from qualified service providers in accordance with the City’s procurement policies and entered into a contract with The Spanish Group, LLC to provide translation services to the Rent Program. Staff members are requesting Board approval of the first amendment to the contract to extend the term through June 30, 2023, and increase the payment limit by \$6,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2022-23.

RECOMMENDED ACTION:

APPROVE contract for translation services with The Spanish Group, LLC in an amount not to exceed \$6,000¹ for the Fiscal Year 2022-23 (July 1, 2022-June 30, 2023) - Rent Program (Nicolas Traylor- 620-6564).

FISCAL IMPACT:

The Fiscal Year 2022-23 Rent Program budget, adopted by the Rent Board on May 31, 2022, allocates \$6,000 for translation services to obtain the requested deliverables. Staff members anticipate awarding The Spanish Group, LLC as the qualified vendor to provide services in a total contract amount not to exceed \$20,100.

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

DISCUSSION:

Background

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

In June 2020, the Executive Director approved a short form original contract to commence the term through June 30, 2021. Staff members are requesting Board approval of a second amendment to the contract to extend the term through June 30, 2023, and increase the payment limit by \$6,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2022-23.

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

DOCUMENTS ATTACHED:

Attachment 1 – Second Contract Amendment and Scope of Services

Attachment 2 – Original Contract

**CITY OF RICHMOND RENT PROGRAM
CONTRACT AMENDMENT**

Department: Rent Board	Project Manager: Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6465
P.R. No: Vendor No: 14520	P.O./Contract No: 5197
Description of Services: Provide written translation services.	
Amendment No. 2 modifies the: (2 nd or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> Term, Payment Limit and Service Plan	<input type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

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

1. Parties. The parties to this Contract Amendment are the City of Richmond, California, a municipal corporation (City), and the following named Contractor:

The Spanish Group LLC

Company Name: _____

Street Address: 1 Park Plaza, Suite 600

City, State, Zip Code: Irvine, CA 92614

Contact Person: Salvador Ordorica

Telephone: (800) 460-1536 Email: salvador@thespanishgroup.org

Business License No: 40060210 / Expiration Date: June 4, 2021

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

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the Rent Board or executed by the Executive Director on July 1, 2020, which **original** term commenced on July 1, 2020 and terminates June 30, 2021 with an **original** contract payment limit of \$9,000.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

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

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

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

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

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

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

CONTRACTOR:
The Spanish Group LLC

By _____

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

Title:

By _____

I hereby certify that the Original Contract and this Amendment have been approved by the 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
The Spanish Group LLC

Amendment No.
2

P.O./Contract No.
5197

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
July 1, 2020

(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 \$ **6,000.00** _____. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **20,100.00** _____ including expenses."

"The City of Richmond 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:
Provide written translation services.

Contract Amendment between the City of Richmond and
The Spanish Group LLC

Amendment No.
2

P.O./Contract No.
5197

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by the Rent Board or executed by the Executive Director on May 19, 2021 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 5,100.00 for a payment limit not to exceed \$ 14,100.00.
- Term Amendment (insert new termination date): June 30, 2022
- Service Plan

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

- Increased contract payment limit by \$ 6,000.00 for a payment limit not to exceed \$ 20,100.00.
- Term Amendment (insert new termination date): June 30, 2023
- Service Plan

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

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

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

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

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

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

**RICHMOND RENT BOARD
SHORT FORM CONTRACT**

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

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

(Company) The Spanish Group LLC
 (Street Address) 1 Park Plaza, Suite 600
 (City State, Zip Code) Irvine, CA 92614-5987
 (Contract Person) Salvador Ordorica
 (E-mail) salvador@thespanishgroup.org
 (Telephone) (800) 460-1536
 (Fax Number) _____
 Richmond Business License No. 40060210
 Expiration Date: 06/04/2021

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

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

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

5. **Location of Services.** Contractor shall perform the services set forth herein at the following location:
1 Park Plaza, Suite 600
Irvine, CA 92614-5987

6. **Contractor's Obligations.**

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

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

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

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

RENT BOARD

CITY OF RICHMOND, CA:
 a municipal corporation

By: 
 Executive Director or Designee Signature

CONTRACTOR:

By:  June 22, 2020
 Signature Date:

For the Contract between the City of
Richmond Rent Board and

The Spanish Group LLC

SUPPLEMENTAL CONDITIONS

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

**ITEM F-7
ATTACHMENT 2**

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

The Spanish Group LLC

SPECIAL CONDITIONS

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

**ITEM F-7
ATTACHMENT 2**

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

The Spanish Group LLC

INSURANCE PROVISIONS

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

**ITEM F-7
ATTACHMENT 2**

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

The Spanish Group LLC

INSURANCE PROVISIONS

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

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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 \$581,244¹, 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:

¹ 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

Month	Total Clients Served (Minimum Per Contact is 30)
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**

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

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

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

**EXHIBIT A
SERVICE PLAN**

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:

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

**ITEM G-1
ATTACHMENT 2**

For the Contract between the City of
Richmond Rent Board and

- 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

**ITEM G-1
ATTACHMENT 2**

For the Contract between the City of
Richmond Rent Board and

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

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

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

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

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

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

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

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

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

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

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

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- 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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For the Contract between the City of
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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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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: Board Member Vasilas is seeking Board approval to grant landlord Raymond “Jimmy” Smith an exception to current MNOI regulations. This exception would allow Mr. Smith to reapply for an MNOI petition this current year, incorporating capital expenditures accrued on improvements performed in previous years during the pandemic.

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: 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: DIRECT staff to grant an exception to the MNOI application time restrictions for Raymond “Jimmy” Smith, allowing him to reapply for an MNOI petition for this current year, incorporating the specific capital expenditures accrued from years prior on the subject building – (Board Member Michael Vasilas - mvasilas@richmondrent.org)

AGENDA ITEM NO:

H-1.

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AGENDA REPORT

DATE: June 15, 2022

TO: Chair Finlay and Members of the Rent Board

FROM: Michael Vasilas, Rent Board Member

SUBJECT: Grant landlord exception to MNOI petition time restrictions

STATEMENT OF THE ISSUE:

Board member Vasilas is seeking Board approval to grant landlord Raymond “Jimmy” Smith an exception to current MNOI regulations. This exception would allow Mr. Smith to reapply for an MNOI petition this current year, incorporating capital expenditures accrued on improvements performed in previous years during the pandemic.

RECOMMENDED ACTION:

DIRECT staff to grant an exception to the MNOI application time restrictions for Raymond “Jimmy” Smith, allowing him to reapply for an MNOI petition for this current year, incorporating the specific capital expenditures accrued from years prior on the subject building.

FISCAL IMPACT:

None

DISCUSSION:

Landlord Raymond “Jimmy” Smith has approached the Board via public forum in regards to a MNOI petition that was denied earlier this year. In his petition, Mr. Smith had requested upward adjustments in his rents based on the substantial cost of capital improvements he had recently performed on a building in Point Richmond.

After clarification from staff, it appears Mr. Smith’s petition was denied because he had applied for an increase in the year following the year(s) in which the improvements were performed. Under existing regulations that had been adopted by the Board, a petition can only be filed in the same year in which the capital improvements were performed. Under this technicality, a delay to the filing process can potentially prevent a landlord from recouping any of the cost of their investment in the building.

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Based on the size and scope of the work performed, the disruptive nature COVID-19 has had on public and private processes, and a community interest in encouraging safe and improved housing, I believe it is prudent of the Board to allow Mr. Smith to reapply and have his petition considered for this current year.

BACKGROUND:

None

PURPOSE:

None.

PROPOSED TIMELINE:

None

DOCUMENTS ATTACHED:

None.