



REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND

AGENDA
Wednesday, August 17, 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/88192228499?pwd=eVRjSHJqR3pRaFF2djU1NXF3NWRBdz09>

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 +1 669 444 9171 or +1 346 248 7799 or +1 719 359 4580 or +1 253 215 8782 or +1 386 347 5053 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 301 715 8592 or +1 309 205 3325 or +1 312 626 6799

Step 2: Webinar ID: 881 9222 8499

Step 3: Enter the following passcode: 474190104

International numbers available: <https://us02web.zoom.us/j/88192228499>

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, August 17, 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 July 20, 2022, Regular Meeting of the Richmond Rent Board. *Cynthia Shaw*

F-2. RECEIVE the Fiscal Year 2022-23 Monthly Activity Report through July 2022. *Cynthia Shaw*

F-3. RECEIVE the Rent Program FY 2022-23 Monthly Revenue and Expenditure Report through July 2022. *Fred Tran*

F-4. APPROVE late fee waiver(s) for July 2022 pursuant for Regulation 425. *Nicolas Traylor*

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. *Charles Oshinuga*

G. CONTRACTS

G-1. APPROVE amendments to the contract for community legal services with Bay Area Legal Aid, increasing the contract amount by \$62,500.00 for Fiscal Year 2022-23, modifying the term to *Nicolas Traylor*
Adam Poe

commence on September 1, 2022, through June 30, 2023, and additions, clarifications, and corrections made to the contract Service Plan and Goals.

H. RENT BOARD AS A WHOLE

- H-1. APPROVE receipt of and AUTHORIZE use of the \$10,000 Rent Relief Partner Grant for partnering in the establishment of Richmond’s rent assistance program. *Nicolas Traylor*

- H-2. RECOMMEND the City Council consider the eviction moratorium and (1) terminate the moratorium, (2) amend the moratorium to allow a property owner to evict a tenant so that the owner may move into the property, or (3) make no changes. *Councilmember Nate Bates*

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: August 17, 2022

Final Decision Date Deadline: August 17, 2022

STATEMENT OF THE ISSUE: The minutes of the July 20, 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 July 20, 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, July 20, 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/82418252159?pwd=Y0U4bkFjUFRmM0FOS05VU0RYWldlZz09>
Password: rentboard

Or By Telephone:

US: +1 669 900 9128 or +1 669 444 9171 or +1 346 248 7799 or +1 253 215 8782 or +1 312 626 6799 or +1 646 558 8656 or +1 646 931 3860 or +1 301 715 8592

Step 2: Webinar ID: 824 1825 2159

International numbers available:

<https://us02web.zoom.us/j/82418252159?pwd=Y0U4bkFjUFRmM0FOS05VU0RYWldlZz09>

Community members who wished to make a public comment were required to submit their comments via email by 3:00 p.m. on Wednesday, July 20, 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: General Counsel Charles Oshinuga, Deputy Director Fred Tran, and Executive Director Nicolas Traylor.

Absent: Staff Attorney Palomar Sanchez.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

None.

PUBLIC FORUM

Cordell Hindler restated his comments from the June meeting about Consent Calendar Item F-8 regarding City legislative bodies continuing to meet via videoconference and teleconference. He feels holding hybrid meetings would be beneficial because other cities have implemented and feel the Rent Board should do the same. He asks if the Rent Board would consider holding hybrid meetings soon. He also invited the Board to attend the Richmond Chamber of Commerce Mixer on July 21st held at Lara's Fine Dining in Richmond.

RENT BOARD CONSENT CALENDAR

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

*F-1. Approve the minutes of the June 15, 2022, Regular Meeting of the Richmond Rent Board.

*F-2. Approve the minutes of the June 23, 2022, Special Meeting of the Richmond Rent Board.

*F-3. Receive letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100.

*F-4. Receive the Fiscal Year 2021-22 Monthly Activity Report through June 2022.

*F-5. Receive the Rent Program FY 2021-22 Monthly Revenue and Expenditure Report through June 2022.

*F-6. Receive the Budgeted versus Actual Revenue and Expenditures Report for the fourth quarter ending June 30, 2022.

*F-7. Approve late fee waiver(s) for June 2022 pursuant for Regulation 425.

*F-8. 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.

RESOLUTIONS

G-1. The matter to discuss and adopt Emergency Regulation 22-07, which would permit a landlord who filed a Maintenance of Net Operating Income petition during the Richmond Local Emergency but failed to pursue their petition to request the Rent Board Order the Hearing Examiner to reconsider their previously filed petition was presented by Executive Director Nicolas Traylor. The presentation included a statement of the issue, the purpose of the proposed emergency regulation, and a recommended action. Discussion ensued. The following individual gave a comment: Jimmy Smith.

General Counsel Charles Oshinuga noted a typo in paragraph G under Decision and Order for the record. Should read: In either case, an Order shall issue to all parties within fourteen days (14) **after the Rent Board** has made its decision, instead of **the Rent** has made its decision.

Board Member Conner also noted a typo in section 6A of Attachment A of Emergency Regulation No. 22-07 for the record. Should read: Otherwise, the Landlord's request shall be agendized and heard at the **next month's** Rent Board regularly scheduled meeting instead of **next month** Rent Board regularly scheduled meeting. Staff agreed to correct the typos, and no formal action was taken.

A motion by Board Member Johnson, seconded by Board Member Conner, to adopt Emergency Regulation 22-07, which would permit a landlord who filed a Maintenance of Net Operating Income petition during the Richmond Local Emergency but failed to pursue their petition to request the Rent Board Order the Hearing Examiner to reconsider their previously filed petition,

passed by the following vote: **Ayes:** Board Members Conner, Johnson, Vasilas, and Chair Finlay. **Noes:** Vice Chair Mishek. **Abstentions:** None. **Absent:** None.

REPORTS OF OFFICERS

Executive Director Nicolas Traylor gave a brief report about the upcoming pre-recorded workshop on July 29, 2022, titled “How to Increase Rents Richmond.” He mentioned that this workshop is landlord oriented to include a discussion on the Annual General Adjustments and MNOI.

General Counsel Charles Oshinuga reported that he would provide training on the Brown Act and Conflicts of Interest in September. He mentioned that staff would contact Board Members to find out availability.

Board Member Johnson asked about the status of the City Council Item regarding the 30% Cap on rent increases discussed at the July 19 meeting. Executive Director Nicolas Traylor informed Board Members that he is happy to discuss this matter offline since it was not agendized for discussion.

Board Member Johnson also asked about Consent Calendar Item F-3 under Constituent Letters. She would like to know if any action on that item is required. Executive Director Nicolas Traylor responded that no action was needed since the Board Members received the constituent letter. General Counsel Charles Oshinuga replied that the Board could pull the item to discuss the issues raised in the letters and direct staff to address the matter. Board Member Johnson asked if it would be too late to re-agendize Item F-3 for the August meeting. General Counsel Charles Oshinuga responded that she could work with staff to address her concerns about the issues in the letter since the item was already agendized and approved at the meeting. Chair Finlay asked General Counsel Charles Oshinuga that she believed the Board had seen this letter before when there were discussions around MNOI issues. Mr. Oshinuga responded that the letter was from the same constituents but a different letter with similar issues. Rent Board Clerk Cynthia Shaw added that the constituent emailed the letter to all Rent Board Members before the Special Rent Board meeting held on June 23rd to be agendized at the July Rent Board meeting.

ADJOURNMENT

There being no further business, the meeting adjourned at
6:00 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: August 17, 2022

Final Decision Date Deadline: August 17, 2022

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

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: RECEIVE the Fiscal Year 2022-23 Monthly Activity Report through July 2022 - Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-2.

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**Rent Program
FY2022-23 Monthly Activity Report**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	
2		MTD ACTUAL	YTD TOTAL											
3	Public Information & Enrollment Unit													
5	Rent/Eviction Counseling Appointments By Phone	178	-	-	-	-	-	-	-	-	-	-	-	178
6	Rent/Eviction Counseling Appointments By Walk-ins	4	-	-	-	-	-	-	-	-	-	-	-	4
7	Rent/Eviction Counseling Questions Addressed By Email	156	-	-	-	-	-	-	-	-	-	-	-	156
8	TOTAL RENT/EVICTION COUNSELING APPOINTMENTS	338	-	-	-	-	-	-	-	-	-	-	-	338
9	Rent/Eviction Counseling Sessions Conducted in Spanish	38	-	-	-	-	-	-	-	-	-	-	-	38
10	Rent/Eviction Counseling Sessions Conducted in Mandarin	-	-	-	-	-	-	-	-	-	-	-	-	-
11	Rent/Eviction Counseling Sessions Conducted in Cantonese	-	-	-	-	-	-	-	-	-	-	-	-	-
12	Rent/Eviction Counseling Sessions Conducted in Another Language	-	-	-	-	-	-	-	-	-	-	-	-	-
13	TOTAL RENT/EVICTION COUNSELING APPOINTMENTS IN A LANGUAGE OTHER THAN ENGLISH	-	-	-	-	-	-	-	-	-	-	-	-	-
14	Legal Service Referrals	20	-	-	-	-	-	-	-	-	-	-	-	20
17	Mediations Conducted	11	-	-	-	-	-	-	-	-	-	-	-	11
18	Assists from Front Office Staff	5	-	-	-	-	-	-	-	-	-	-	-	5
19	Courtesy Compliance Letters Sent	38	-	-	-	-	-	-	-	-	-	-	-	38
20	Community Workshop Attendees	-	-	-	-	-	-	-	-	-	-	-	-	-
21	Hard Copy Rent Increase Notices Processed	62	-	-	-	-	-	-	-	-	-	-	-	62
22	Hard Copy Termination of Tenancy Notices Processed	7	-	-	-	-	-	-	-	-	-	-	-	7
24		69	-	-	-	-	-	-	-	-	-	-	-	69
25	Billing/Enrollment/Registration Counseling Appointments In-Person	-	-	-	-	-	-	-	-	-	-	-	-	-
26	Billing/Enrollment/Registration Counseling Appointments By Phone	36	-	-	-	-	-	-	-	-	-	-	-	36
27	Billing/Enrollment/Registration Counseling Questions Addressed By Email	51	-	-	-	-	-	-	-	-	-	-	-	51
28	TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS	87	-	-	-	-	-	-	-	-	-	-	-	87
29	Enrollment/Tenancy Registration Packets Mailed	10	-	-	-	-	-	-	-	-	-	-	-	10
30	Enrollment Forms Processed	25	-	-	-	-	-	-	-	-	-	-	-	25
31	Rental Housing Fee Invoices Generated	29	-	-	-	-	-	-	-	-	-	-	-	29
32	Checks Processed	8	-	-	-	-	-	-	-	-	-	-	-	8
33	Checks Returned	2	-	-	-	-	-	-	-	-	-	-	-	2
34	Tenancy Registrations Received	30	-	-	-	-	-	-	-	-	-	-	-	30
35	Rental Units Discovered Not in Database	1	-	-	-	-	-	-	-	-	-	-	-	1
36	Property Information Updated	46	-	-	-	-	-	-	-	-	-	-	-	46
37	Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)	-	-	-	-	-	-	-	-	-	-	-	-	-
38	Applications for Administrative Determination of Exempt/Inapplicable Status Received	2	-	-	-	-	-	-	-	-	-	-	-	2
39	Administrative Determination of Exempt/Inapplicable Status Issued	-	-	-	-	-	-	-	-	-	-	-	-	-
40	Declarations of Exemption Processed	-	-	-	-	-	-	-	-	-	-	-	-	-
41	LEGAL UNIT													
42	Public Records Act Requests Received	2	-	-	-	-	-	-	-	-	-	-	-	2
43	Owner Move-In Eviction Termination of Tenancy Notices Reviewed	-	-	-	-	-	-	-	-	-	-	-	-	-
44	Withdrawal from the Rental Market (Ellis Act) Termination of Tenancy Notices Reviewed	-	-	-	-	-	-	-	-	-	-	-	-	-
45	Substantial Repairs Termination of Tenancy Notices Reviewed	-	-	-	-	-	-	-	-	-	-	-	-	-
46	Appeal Hearings Held	-	-	-	-	-	-	-	-	-	-	-	-	-
47	HEARINGS UNIT													
50	Consultations with Hearings Unit Coordinator By Phone	3	-	-	-	-	-	-	-	-	-	-	-	3
51	Hearings-Related Questions Addressed by Email	34	-	-	-	-	-	-	-	-	-	-	-	34
52	TOTAL HEARINGS-RELATED CONSULTATIONS	37	-	-	-	-	-	-	-	-	-	-	-	37
53	MNOI Petitions Received (Attachment A)	-	-	-	-	-	-	-	-	-	-	-	-	-
54	Increased in Occupants Petitions Received (Attachment B)	1	-	-	-	-	-	-	-	-	-	-	-	1
55	Increase in Space or Services Petitions Received (Attachment C)	-	-	-	-	-	-	-	-	-	-	-	-	-
56	Restoration of Denied AGA Petitions Received (Attachment D)	-	-	-	-	-	-	-	-	-	-	-	-	-
57	Landlord Individual Rent Adjustment Petitions Received	1	-	-	-	-	-	-	-	-	-	-	-	1
58	Landlord Petition to Determine Exempt Status Received	-	-	-	-	-	-	-	-	-	-	-	-	-
59	TOTAL LANDLORD PETITIONS RECEIVED	2	-	-	-	-	-	-	-	-	-	-	-	2
60	Excess Rent or Failure to Return Sec Dep Petitions Received (Attachment A)	1	-	-	-	-	-	-	-	-	-	-	-	1
61	Decrease in Space/Services or Habitability Petitions Received (Attachment B)	1	-	-	-	-	-	-	-	-	-	-	-	1
62	Reduction in Number of Tenants Petitions Received (Attachment C)	-	-	-	-	-	-	-	-	-	-	-	-	-
63	Tenant Petition Based on Multiple Grounds	1	-	-	-	-	-	-	-	-	-	-	-	1
64	Tenant Petition for Rent Withholding Petitions Received	-	-	-	-	-	-	-	-	-	-	-	-	-
65	Tenant Petition for Failure to Pay Relocation Payment Petitions Received	-	-	-	-	-	-	-	-	-	-	-	-	-
66	TOTAL TENANT PETITIONS RECEIVED	3	-	-	-	-	-	-	-	-	-	-	-	3
67	Petition for Determination of Occupancy Status	-	-	-	-	-	-	-	-	-	-	-	-	-

**Rent Program
FY2022-23 Monthly Activity Report**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	
2		MTD ACTUAL	YTD TOTAL											
68	Petition for Initial Rent Determination	-	-	-	-	-	-	-	-	-	-	-	-	-
69	Request to Expedite Hearing Process	-	-	-	-	-	-	-	-	-	-	-	-	-
70	Request for a Continuance of the Hearing Process	-	-	-	-	-	-	-	-	-	-	-	-	-
71	Subpoena(s)	-	-	-	-	-	-	-	-	-	-	-	-	-
72	TOTAL OTHER PETITIONS RECEIVED	-	-	-	-	-	-	-	-	-	-	-	-	-
73	Decisions Ordered	1	-	-	-	-	-	-	-	-	-	-	-	1
74	Cases Settled	2	-	-	-	-	-	-	-	-	-	-	-	2
75	Cases Dismissed	-	-	-	-	-	-	-	-	-	-	-	-	-
76	Petitions Withdrawn	1	-	-	-	-	-	-	-	-	-	-	-	1
77	TOTAL CASES CLOSED	4	-	-	-	-	-	-	-	-	-	-	-	4
78	Appeals Received	1	-	-	-	-	-	-	-	-	-	-	-	1
79	Total Open Cases (Tenant Petitions)	3	-	-	-	-	-	-	-	-	-	-	-	3
80	Total Open Cases (Landlord Petitions)	14	-	-	-	-	-	-	-	-	-	-	-	14
81	Total Open Cases (Other Petitions)	-	-	-	-	-	-	-	-	-	-	-	-	-
82	TOTAL OPEN CASES	17	-	-	-	-	-	-	-	-	-	-	-	17
83	Form Submissions													
84	Agent Authorization	-	-	-	-	-	-	-	-	-	-	-	-	-
85	Proof of Excess Rent Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
86	Proof of Permanent Relocation Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
87	Proof of Temporary Relocation Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
88	Change in Terms of Tenancy	22	-	-	-	-	-	-	-	-	-	-	-	22
89	TOTAL RENT INCREASE NOTICES FILED	213	-	-	-	-	-	-	-	-	-	-	-	213
90	Termination of Tenancy - Nonpayment of Rent	86	-	-	-	-	-	-	-	-	-	-	-	86
91	Termination of Tenancy - Breach of Lease	1	-	-	-	-	-	-	-	-	-	-	-	1
92	Termination of Tenancy - Failure to Give Access	-	-	-	-	-	-	-	-	-	-	-	-	-
93	Termination of Tenancy - Nuisance	-	-	-	-	-	-	-	-	-	-	-	-	-
94	Termination of Tenancy - Withdrawal from the Rental Market	1	-	-	-	-	-	-	-	-	-	-	-	1
95	Termination of Tenancy - Owner Move-In	-	-	-	-	-	-	-	-	-	-	-	-	-
96	Termination of Tenancy - Substantial Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
97	Termination of Tenancy - Temporary Tenancy	-	-	-	-	-	-	-	-	-	-	-	-	-
98	TOTAL TERMINATION OF TENANCY NOTICES FILED	88	-	-	-	-	-	-	-	-	-	-	-	88

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 17, 2022

Final Decision Date Deadline: August 17, 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 2022-23 Monthly Revenue and Expenditure Report through July 2022 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

F-3.

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RICHMOND RENT PROGRAM
MONTHLY REVENUE AND EXPENDITURES REPORT
FISCAL YEAR 2022-23

ITEM F-3

Period 1

July

OBJECT	ORIGINAL BUDGET	ADOPTED BUDGET	MTD ACTUAL	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
340445 Rental Housing Fees	(3,062,687.00)	(3,062,687.00)	(28,326.50)	-	(28,326.50)	(3,034,360.50)	0.9%
TOTAL LICENSES, PRMITS&FEES	(3,062,687.00)	(3,062,687.00)	(28,326.50)	-	(28,326.50)	(3,034,360.50)	0.9%
361701 Interest	(14,000.00)	(14,000.00)	-	-	-	(14,000.00)	0.0%
361705 Realized Gain	-	-	-	-	-	-	100.0%
TOTAL INTEREST INCOME	(14,000.00)	(14,000.00)	-	-	-	(14,000.00)	0.0%
364855 OTHER REV/Misc Other Re	-	-	-	-	-	-	100.0%
364867 Revenue from Collections Agency	(30,000.00)	(30,000.00)	-	-	-	(30,000.00)	0.0%
337373 Other Grants	-	-	-	-	-	-	100.0%
TOTAL OTHER REVENUE	(30,000.00)	(30,000.00)	-	-	-	(30,000.00)	0.0%
TOTAL REVENUE	(3,106,687.00)	(3,106,687.00)	(28,326.50)	-	(28,326.50)	(3,078,360.50)	0.9%
400001 SALARIES & WAGES/Executive	719,901.00	719,901.00	58,309.76	-	58,309.76	661,591.24	8.1%
400002 SALARIES & WAGES/Mgmt-Local 21	313,701.00	313,701.00	13,345.14	-	13,345.14	300,355.86	4.3%
400003 SALARIES & WAGES/Local 1021	200,427.00	200,427.00	16,347.30	-	16,347.30	184,079.70	8.2%
400006 SALARIES & WAGES/PT- Temp	-	-	2,751.83	-	2,751.83	(2,751.83)	100.0%
400031 OVERTIME/General	-	-	682.14	-	682.14	(682.14)	100.0%
400048 OTHER PAY/Bilingual Pay	8,342.00	8,342.00	350.00	-	350.00	7,992.00	4.2%
400049 OTHER PAY/Auto Allowance	4,200.00	4,200.00	-	-	-	4,200.00	0.0%
400050 OTHER PAY/Medical- in Lieu of	-	-	-	-	-	-	100.0%
400058 OTHER PAY/Bonuses	-	-	-	-	-	-	100.0%
TOTAL SALARIES AND WAGES	1,246,571.00	1,246,571.00	91,786.17	-	91,786.17	1,154,784.83	7.4%
400103 P-ROLL BEN/Medicare Tax-ER Shr	18,207.00	18,207.00	1,345.70	-	1,345.70	16,861.30	7.4%
400105 P-ROLL BEN/Health Insurance Be	232,291.00	232,291.00	16,449.48	-	16,449.48	215,841.52	7.1%
400106 P-ROLL BEN/Dental Insurance	17,520.00	17,520.00	1,217.00	-	1,217.00	16,303.00	6.9%
400109 P-ROLL BEN/Employee Assistance	216.00	216.00	15.30	-	15.30	200.70	7.1%
400110 P-ROLL BEN/Professional Dev-Mg	6,750.00	6,750.00	750.00	-	750.00	6,000.00	11.1%
400111 P-ROLL BEN/Vision	2,052.00	2,052.00	143.10	-	143.10	1,908.90	7.0%
400112 P-ROLL BEN/Life Insurance	4,139.00	4,139.00	281.43	-	281.43	3,857.57	6.8%
400114 P-ROLL BEN/Long Term Disabilit	12,342.00	12,342.00	462.00	-	462.00	11,880.00	3.7%
400116 P-ROLL BEN/Unemployment Ins	5,472.00	5,472.00	456.00	-	456.00	5,016.00	8.3%
400117 P-ROLL BEN/Personal/Prof Dev	2,250.00	2,250.00	-	-	-	2,250.00	0.0%
400121 P-ROLL BEN/Worker Comp-Clerica	17,697.00	17,697.00	1,234.78	-	1,234.78	16,462.22	7.0%
400122 P-ROLL BEN/Worker Comp-Prof	70,286.00	70,286.00	4,872.54	-	4,872.54	65,413.46	6.9%
400127 P-ROLL BEN/OPEB	40,723.00	40,723.00	2,904.06	-	2,904.06	37,818.94	7.1%
400130 P-ROLL BEN/PARS Benefits	-	-	35.78	-	35.78	(35.78)	100.0%
400149 P-ROLL BEN/PERS-Misc	156,287.00	156,287.00	11,156.46	-	11,156.46	145,130.54	7.1%
400151 P-ROLL BEN/PERS-Misc (UAL)	286,056.00	286,056.00	19,865.10	-	19,865.10	266,190.90	6.9%
TOTAL FRINGE BENEFITS	872,288.00	872,288.00	61,188.73	-	61,188.73	811,099.27	7.0%
400201 PROF SVCS/Professional Svcs	143,455.00	143,455.00	-	3,550.00	-	139,905.00	2.5%
400206 PROF SVCS/Legal Serv Cost	210,000.00	210,000.00	12,500.00	125,000.00	12,500.00	72,500.00	65.5%
400220 PROF SVCS/Info Tech Ser	-	-	-	-	-	-	100.0%
400245 TRAVEL & TRNG/Tuition Rmb/Cer	800.00	800.00	-	-	-	800.00	0.0%
400261 DUES & PUB/Memberships & Dues	1,650.00	1,650.00	-	-	-	1,650.00	0.0%
400271 AD & PROMO/Advertising&Promo	800.00	800.00	-	-	-	800.00	0.0%
400280 ADM EXP/Program Supplies	5,380.00	5,380.00	-	-	-	5,380.00	0.0%
TOTAL PROF & ADMIN SERVICES	362,085.00	362,085.00	12,500.00	128,550.00	12,500.00	221,035.00	39.0%
400231 OFF EXP/Postage & Mailing	17,300.00	17,300.00	137.37	-	137.37	17,162.63	0.8%
400232 OFF EXP/Printing & Binding	24,404.00	24,404.00	-	-	-	24,404.00	0.0%
400233 OFF EXP/Copying & Duplicating	500.00	500.00	-	-	-	500.00	0.0%
400304 RENTAL EXP/Equipment Rental	9,000.00	9,000.00	-	5,300.24	-	3,699.76	58.9%
400321 MISC EXP/Misc Contrib	2,000.00	2,000.00	-	-	-	2,000.00	0.0%
400322 MISC EXP/Misc Exp	2,000.00	2,000.00	-	-	-	2,000.00	0.0%
400341 OFF SUPP/Office Supplies	5,000.00	5,000.00	-	-	-	5,000.00	0.0%
TOTAL OTHER OPERATING	60,204.00	60,204.00	137.37	5,300.24	137.37	54,766.39	9.0%
400401 UTILITIES/Tel & Telegraph	500.00	500.00	-	-	-	500.00	0.0%
TOTAL UTILITIES	500.00	500.00	-	-	-	500.00	0.0%
400538 CONTRACT SVCS/Oth Cntrc	-	-	-	-	-	-	100.0%
400552 PROV FR INS LOSS/Ins Gen Liab	9,300.00	9,300.00	-	-	-	9,300.00	0.0%
TOTAL PROVISION FOR INS LOSS	9,300.00	9,300.00	-	-	-	9,300.00	0.0%
400574 COST POOL/(ISF)-Gen Liability	83,934.00	83,934.00	-	-	-	83,934.00	0.0%
400586 COST POOL/(CAP)- Admin Charges	52,481.00	52,481.00	-	-	-	52,481.00	0.0%
400591 COST POOL/(IND)Civic Ctr Alloc	48,217.00	48,217.00	-	-	-	48,217.00	0.0%
TOTAL COST POOL	184,632.00	184,632.00	-	-	-	184,632.00	0.0%
TOTAL EXPENDITURES	2,735,580.00	2,735,580.00	165,612.27	133,850.24	165,612.27	2,436,117.49	10.9%
NET OPERATING (SURPLUS)/DEFICIT	(371,107.00)	(371,107.00)	137,285.77	133,850.24	137,285.77	(642,243.01)	-73.1%
CASH BALANCE			1,190,972.61				

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 17, 2022

Final Decision Date Deadline: August 17, 2022

STATEMENT OF THE ISSUE: Statement of the Issue: At the November 17, 2021 Regular Meeting of the Richmond Rent Board, the Board adopted Regulation 425, titled, "Waiver of Delinquent Residential Housing Fee Assessment. As required by Regulation 425, the Executive Director of his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation, for the month of July 2022, are the compiled late fee waiver requests and associated documentation.

INDICATE APPROPRIATE BODY

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

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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 late fee waiver(s) for July 2022 pursuant for Regulation 425 - Rent Program (Nicolas Traylor/510-620-6564).

AGENDA ITEM NO:

F-4.

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To: Members of the Richmond Rent Board
 From: Nicolas Traylor, Executive Director
 Re: Late Fee Waiver Recommendation
 Date: August 17, 2022

Late Fee Waiver Recommendations Pursuant to Regulation 425

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

Summary of Late Fee Waiver Requests and Recommendation for July 2022:

Property Owner	Date of Request	Reason for Request	Recommendation to Approve or Deny	Late Fee Amount	Total Late Fees Waived if Approved	Recommended Late Fee Amount (if any)
1045 Trailside Drive (Tehseen Khan)	7-01-2022	Wrong Mailing Address	100% Waiver of Late Fees	\$240.50	\$240.50	None

Good Cause and Late Payment History

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

Claim of “Good Cause”

In her request, dated July 1, 2022, (Attachment 2) the property owner of 1045 Trailside Drive, Tehseen Khan, indicated that the reason for paying late was that she believed the property was exempt from the Richmond Rent Ordinance. At the time of her late fee waiver request, \$240.50 in late fees had accrued (Attachment 3- invoice with late fees). Upon investigating this claim, staff found the following (Attachment 4 - Email from Moises Serano, Rent Program Administrative Aide):

1045 Trailside Drive is a Single-Family Home built in 2001. On June 22, 2022, the Rent Program contacted Ms. Tehseen Khan after she had left the Rent Program a voice message inquiring about an old invoice she had discovered from the Rent Program. In a phone conversation with Rent Program staff, Ms. Khan mentioned that she had been unaware that her rental property was part of the Richmond Rent Program since it is located in El Sobrante, California. Ms. Khan believed that the invoice was sent in error because of her rental property's location which is why she didn't make any previous payments. Rent Program staff explained to Ms. Khan that certain parts of El Sobrante and San Pablo were incorporated within the City of Richmond. Afterwards, Rent Program staff give a quick overview of the of the Richmond Rent Ordinance and the steps she needed to take to be in compliance with the Ordinance.

Ms. Khan paid all the base fees due totaling \$616.08 on June 22, 2022 and submitted her Property Enrollment form shortly after on June 30, 2022.

Payment History

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

In this case, timely payments were not made on behalf of 1045 Trailside Drive during the last two fiscal years, foreclosing the possibility of a ministerial waiver.

Evaluation of Owner's Claim of Good Cause

No Late Fee waiver request shall be granted unless there is a sufficient demonstration of Good Cause. In their consideration, the Executive Director must evaluate the following factors, whenever present, when making a determination of Good Cause:

1. *Whether the failure to remit timely payment was due to a Rent Program billing error, such as an incorrect address, an incomplete invoice, or an invoice sent to the wrong owner;*
2. *Whether the requestor is a successor in interest who has not received an invoice.*
3. *Whether the requestor is experiencing a financial hardship that is caused by circumstances beyond the Landlord's control;*
4. *Whether the requestor experienced a medical emergency, medical treatment, hospitalization, or death in the family within the billing period;*
5. *Whether the requestor had submitted a request for an Administrative Determination of Exempt/Applicability Status within the billing period;*
6. *Whether the requestor's Tenant(s) have experienced a COVID-19 related financial hardship that has impacted the Tenant's ability to pay Rent;*
7. *Late payment History.*
8. *Any other circumstances relevant to the inquiry of Good Cause.*

Owners of rental property in Richmond are required to enroll their rental properties and pay the Residential Rental Housing Fee. Regulation 425 allows for a waiver of late fees due to "any other

circumstances relevant to the inquiry of Good Cause.” Ms. Khan’s circumstance is relevant to the inquiry of Good Cause, as Ms. Khan’s belief that 1045 Trailside Drive did not fall within the jurisdiction of the Richmond Rent Ordinance is reasonable since public records indicate as such.

Staff Recommendation

Ms. Khan’s claim that she had not paid previous invoices because she believed that her property was not incorporated within the City of Richmond seems valid. Public records as reflected in DataTree (Attachment 5) and ParcelQuest (Attachment 6) reports both list the rental property’s city as El Sobrante, California. This confusion is common with owners of rental property in El Sobrante and San Pablo that are incorporated within the City of Richmond. Staff recommends that Ms. Khan’s late fee waiver should be fully approved. Ms. Khan also showed good faith in getting her property into compliance, by completing a Property Enrollment form (Attachment 7) and paying the Residential Rental Housing Fee (Attachment 8) once Rent Program staff informed her that 1045 Trailside Drive was incorporated within the City of Richmond and therefore under the jurisdiction of the Richmond Rent Ordinance.

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Request to Remove Late Fees

Property Owner Name: _____

FRJC #: _____

Property Owner Phone Number or Email: _____

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

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

Declaration & Signature:

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

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

Printed Name: _____

Rent Program Staff Use Only:

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

Executive Director Signature: _____ Staff Initials: _____

Date: ____/____/____

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Request to Remove Late Fees

Property Owner Name: TEHSEEN KHAN living Revocable Trust

FRJC #: RC435160069

Property Owner Phone Number or Email: tehseen22@gmail.com (25) 330-1607

The Property Owner has requested the removal of late fees on their account totaling \$ 302 for the following reason:

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

Declaration & Signature:

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

Signature of Landlord/Property Manager: T. Khan Date: 07 / 01 / 22

Printed Name: Tehseen Khan

Rent Program Staff Use Only:

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

Executive Director Signature: _____ Staff Initials: _____

Date: ____ / ____ / ____

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RENTAL HOUSING FEE INVOICE

INVOICE DATE: June 21, 2021

Property Owner/Landlord Mailing Address

KHAN TEHSEEN TRE
 PO BOX 2021
 DANVILLE, CA 94526

Pay today ONLINE!
 Visit etrakit.ci.richmond.ca.us
 Login using the *Contractor/Landlord*
 dropdown menu and finding the owner
 name printed above. Your password is
 set to 435160069.

FRJC Registration#: RC435160069

Page 1 of 1

APN/Situs Address	Applicable Fiscal Year	Amount Due
RC17-38202 / 435-160-069-9 / 1045 TRAILSIDE DR	FY 2017-2018	145.00
RC17-38202 / 435-160-069-9 / 1045 TRAILSIDE DR	FY 2018-2019	100.00
RC17-38202 / 435-160-069-9 / 1045 TRAILSIDE DR	FY 2019-2020	112.00
RC17-38202 / 435-160-069-9 / 1045 TRAILSIDE DR	FY 2020-2021	124.00
RC17-38202 / 435-160-069-9 / 1045 TRAILSIDE DR	FY 2021-2022	123.00
RC17-38202 / 435-160-069-9 / 1045 TRAILSIDE DR / LATE FEES	PRIOR LATE FEE	240.50

AMOUNT DUE if paid by: July 26, 2021

844.50

AMOUNT DUE if paid after: July 26, 2021 : 844.50 + 12.30 10% Late Fee FY 21-22 FEES

856.80

AMOUNT DUE if paid after: August 25, 2021 : 844.50 + 30.75 25% Late Fee FY 21-22 FEES

875.25

AMOUNT DUE if paid after: September 24, 2021 : 844.50 + 61.50 50% Late Fee FY 21-22 FEES

906.00

PAYMENT must be made within 35 days of the date of this invoice. Failure to pay may incur late fees and penalties. (see [Fee Summary form for late fee schedule](#)). If you have any questions or concerns about this invoice, please contact our office. IF PAYING BY CREDIT OR DEBIT CARD A 2% PROCESSING FEE WILL BE ADDED

Pay Online	Pay By Check
<p>(1) Visit https://etrakitti.richmond.ca.us</p> <p>(2) Login using the <i>Contractor/Landlord</i> dropdown menu and finding your name</p> <p>(3) Your password is set to 435160069</p> <p>Amount Due: \$844.50</p>	<p>(1) Make payable to "City of Richmond"</p> <p>(2) Write your FRJC Number in the memo line FRJC # RC435160069</p> <p>(3) Remit to: City of Richmond c/o Finance Department 450 Civic Center Plaza Richmond, CA 94804</p>

In accordance with the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, Section 11.100.060(l)(1), all Landlords shall pay a business license tax if required by the Richmond Municipal Code plus a Residential Rental Housing Fee. Landlords must also maintain compliance with Fire Prevention Services and the Rental Inspection Program.

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Cynthia Shaw

From: Moises Serano
Sent: Monday, August 8, 2022 2:05 PM
To: Nicolas Traylor
Cc: Ramona Howell; Julie Mendoza; Cynthia Shaw
Subject: Late Fee Waiver Request - 1045 Trailside Dr.
Attachments: LFW - 007 - Khan Tehseen Tre.zip

Good Afternoon Nicolas,

This is the Late Fee Waiver Request that we received on July 1, 2022, for property 1045 Trailside Drive. The attached folder contains a ParcelQuest Report, Invoice, Receipt, and a Property Enrollment form submitted by the Owner, Tehseen Khan.

To give you a bit of background information on this property, it is a Single Family Home built in 2001. On June 22, 2022, our office contacted Ms. Tehseen Khan after she had left us a message inquiring about an old invoice she had discovered for our department. In our phone conversation, Ms. Khan mentioned that she had been unaware that her rental property was part of the Richmond Rent Program since it is located in El Sobrante, California. She believed that the invoice was sent in error because of her rental property's location so that is why she didn't make any previous payments. Ms. Khan was explained that certain parts of El Sobrante and San Pablo were actually incorporated within the City of Richmond. Afterwards, I explained a bit about the Richmond Rent Program and then proceeded to explain the compliance requirements that she had to complete.

Ms. Khan paid all the base fees due that same day we had our phone appointment (June 22, 2022) and submitted her Property Enrollment form shortly after on June 30, 2022.

Recommendation: Ms. Khan's claim that she had not paid previous invoices because she believed that her property was not incorporated within the City of Richmond seems valid. DataTree and ParcelQuest both list the rental property's city as El Sobrante, California, so I can see where the confusion comes from. This confusion also tends to be common with owners or rental property in El Sobrante and San Pablo that are incorporated within the City of Richmond. Because of this I believe that Ms. Khan's late fee waiver should be fully approved. Ms. Khan also showed good faith in getting her property into compliance once we clarified that her property was incorporated within the City of Richmond.

Please let me know if you require any other documentation or information. Thank you!

Best,

Moises Serano

Administrative Aide

Billing & Registration Unit

City of Richmond Rent Program

440 Civic Center Plaza, Suite 200 | Richmond, CA 94804

(510) 234-RENT (7368) (main) | (510) 621-1359 (direct) | (510) 307-8149 (fax)

www.richmondrent.org

BEWARE! WIRE FRAUD IS ON THE RISE Accepting wire & disbursement instructions via email can be dangerous, especially changes to those instructions. Always verify by calling the originator of the email!

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Property Detail Report

1045 Trailside Dr, El Sobrante, CA 94803-3636

APN: 435-160-069

ITEM F-4 ATTACHMENT 5

Reference ID: 435160069
Contra Costa County Data as of: 08/02/2022

Owner Information

Owner Name: Khan Tehseen Tre
Vesting:
Mailing Address: 504 Isabel Dr, Martinez, CA 94553-6615
Occupancy: Absentee Owner

Location Information

Legal Description: T8184 L62
APN: 435-160-069
Munic / Twnshp:
Subdivision: Subdivision 8184
Neighborhood:
Elementary School: Olinda Elementary
Latitude: 37.9524
County: Contra Costa, CA
Census Tract / Block: 361000 / 3006
Legal Lot / Block: 62 /
Legal Book / Page:
Tract #: 8184
Twonshp-Rng-Sec:
School District: West Contra Costa Unified
Middle School: Crespi Junior High
Longitude: -122.27185
High School: De Anza High

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date: 12/17/2015 / 04/15/2016
Buyer Name: Khan Tehseen Trust
Price: \$378,000 / Full Value
Seller Name: Khan Tehseen
Transfer Doc #: 2016.69408
Deed Type: Trustee's Deed (Transfer)

Last Market Sale

Sale / Rec Date: 02/10/2011 / 02/15/2011
Multi / Split Sale:
1st Mtg Amt / Type: \$302,400 / Conventional
2nd Mtg Amt / Type:
Seller Name: Ahmad, Rubina
Lender: Umpqua Bank
Sale Price / Type: \$378,000 / Full Value
Price / Sq. Ft.: \$189
1st Mtg Rate / Type: / Fixed
2nd Mtg Rate / Type:
Deed Type: Deed
New Construction:
1st Mtg Doc #: 2011.34707
Sale Doc #: 2011.34706
Title Company: Old Republic Title

Prior Sale Information

Sale / Rec Date: 03/13/2008 / 04/01/2008
1st Mtg Amt / Type: \$417,000 / Conventional
Prior Lender: J P Morgan Chase Bank
Sale Price / Type: \$545,000 / Full Value
1st Mtg Rate / Type: / Fix
Prior Deed Type: Deed
Prior Sale Doc #: 2008.69583

Property Characteristics

Gross Living Area: 2,003 Sq. Ft.
Living Area: 2,003 Sq. Ft.
Total Adj. Area:
Above Grade: 2,003 Sq. Ft.
Basement Area:
Style:
Foundation:
Quality:
Condition:
Total Rooms: 10
Bedrooms: 4
Baths (F / H): 3 /
Pool:
Fireplace:
Cooling: Central
Heating:
Exterior Wall:
Construction Type:
Year Built / Eff: 2001 / 2002
Stories: 2
Parking Type: Attached
Garage #: 2
Garage Area: 433 Sq. Ft.
Porch Type:
Patio Type:
Roof Type:
Roof Material:

Site Information

Land Use: SFR
State Use:
County Use: 19 - Single Family Detached, Cluster Homes
Site Influence:
Flood Zone Code: X
Community Name: City Of Richmond
Lot Area: 6,835 Sq. Ft.
Lot Width / Depth:
Usable Lot:
Acres: 0.157
Flood Map #: 06013C0234F
Flood Panel #: 0234F
Zoning:
of Buildings: 1
Res / Comm Units: 1 /
Water / Sewer Type:
Flood Map Date: 06/16/2009
Inside SFHA: False

Tax Information

Assessed Year: 2022
Tax Year: 2021
Tax Area: 08-003
Property Tax: \$8,575.96
Exemption:
Assessed Value: \$456,343
Land Value: \$248,997
Improvement Value: \$207,346
Improved %: 45.44%
Delinquent Year:
Market Total Value:
Market Land Value:
Market Imprv Value:
Market Imprv %:

ITEM F-4 ATTACHMENT 5

Disclaimer: This report: (i) is not an insured product or service or an abstract, legal opinion or a representation of the condition of title to real property, and (ii) is issued exclusively for the benefit of First American Data Tree LLC (Data Tree) customers and may not be used or relied upon by any other person. Estimated property values are: (i) based on available data; (ii) are not guaranteed or warranted; (iii) do not constitute an appraisal; and (iv) should not be relied upon in lieu of an appraisal. Data Tree does not represent or warrant that the information is complete or free from error, and expressly disclaims any liability to any person or entity for loss or damage caused by errors or omissions in the report. If the "verified" logo () is displayed, or a record is designated "verified," Data Tree's algorithm matched fields from two or more data sources to confirm source data.

School information is copyrighted and provided by GreatSchools.org.



LIST 1
DETAIL

1 Property Address: 1045 TRAILSIDE DR EL SOBRANTE CA 94803-3636

Ownership

County: **CONTRA COSTA, CA**
 Assessor: **GUS KRAMER, ASSESSOR**
 Parcel # (APN): **435-160-069-9**
 Parcel Status:
 Owner Name: **KHAN TEHSEEN TRE**
 Mailing Address: **504 ISABEL DR MARTINEZ CA 94553-6615**
 Legal Description: **T8184 L62**

Assessment

Total Value: \$456,343	Use Code: 19	Use Type: RESID. SINGLE FAMILY
Land Value: \$248,997	Tax Rate Area: 008-003	County Zoning:
Impr Value: \$207,346	Year Assd: 2022	Census Tract: 3610.00/3
Other Value:	Property Tax:	Price/SqFt: \$188.72
% Improved: 45%	Delinquent Yr:	
Exempt Amt:	HO Exempt: N	

Sale History

	Sale 1	Sale 2	Sale 3	Transfer
Document Date:	02/15/2011	04/01/2008	03/13/2008	04/15/2016
Document Number:	34706	69583	54277	69408
Document Type:	GRANT DEED	GRANT DEED		
Transfer Amount:	\$378,000	\$545,000		
Seller (Grantor):				

Property Characteristics

Bedrooms: 4	Fireplace:	Units:
Baths (Full): 3	A/C: CENTRAL	Stories: 2.0
Baths (Half):	Heating:	Quality:
Total Rooms: 10	Pool:	Building Class:
Bldg/Liv Area: 2,003	Park Type: GARAGE	Condition: AVERAGE
Lot Acres: 0.156	Spaces: 2	Site Influence:
Lot SqFt: 6,835	Garage SqFt: 433	Timber Preserve:
Year Built: 2001		Ag Preserve:
Effective Year: 2002		

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**City of Richmond Rent Program
PROPERTY ENROLLMENT FORM**

**ITEM F-4
ATTACHMENT 7**



This form may be completed online at richmondrent.org/enroll

**A separate enrollment form must be completed for each parcel with at least one Rental Unit (Regulation 402)
IF THIS PROPERTY IS NOT A RENTAL, PLEASE CALL 510-234-RENT (7368)**

Property Ownership Status <i>(Required)</i>	Rental Property Street Address: <u>1045 Trailside Drive</u> City: <u>El Sobrante</u> State: <u>CA</u> ZIP: <u>94803</u> Parcel Number: <u>4 3 5 - 1 6 0 - 0 6 9</u> Does the person or entity to whom this mailing was addressed hold title to the property above? <input checked="" type="checkbox"/> YES → please complete Steps A-D <input type="checkbox"/> NO → please enter the New Property Owner's information below (if known) and send this form back to the Richmond Rent Program (<i>address located on the bottom left of this page</i>) <u>New Property Owner's Information</u> Name (first, last): _____ Phone Number: _____ Mailing Address: _____ City: _____ State: _____ ZIP: _____
A: Who holds title? <i>(Required)</i> <i>ALL Owners must be on title; attach additional sheets as necessary if there are more than 2 owners</i>	<u>Owner 1 Information (Individual, Trust, LLC, etc.)</u> Name (first, last): <u>Tehseen Khan Living Revocable Trust</u> Ownership % : <u>100</u> Bus. Mailing Address: <u>PO Box 2021</u> City: <u>El Sobrante</u> State: <u>CA</u> ZIP: <u>94803</u> Bus. Phone Number: <u>(925) 330-1607</u> Bus. Email Address: <u>tehseen22@gmail.com</u> Enter the name of the trustee, managing member, CEO or responsible party below if the Owner is a trust, LLC, corporation or business partnership. Name: <u>TehseenKhan</u> Title: <u>Trustee</u>
<i>*Bus. = Business</i>	<u>Owner 2 Information (Individual, Trust, LLC, etc.)</u> Name (first, last): _____ Ownership % (if any): _____ Bus. Mailing Address: _____ City: _____ State: _____ ZIP: _____ Bus. Phone Number: _____ Bus. Email Address: _____ Enter the name of the trustee, managing member, CEO or responsible party below if the Owner is a trust, LLC, corporation or business partnership. Name: _____ Title: _____
B: Who do you authorize to sign Rent Program documents for you? <i>(Optional)</i>	<p align="center">AUTHORIZE AN AGENT OR PROPERTY MANAGER (OPTIONAL)</p> Declaration: I am the owner of the property identified above. I hereby authorize and appoint the following agent to complete and execute, under penalty of perjury, the Richmond Rent Program Enrollment, Termination of Tenancy and Rent Increase forms for this property. I agree to be bound by each document filed by this person to the same extent as if I had completed the document and executed it under penalty of perjury myself. Company Name (if any): _____ Agent Name: _____ Bus. Mailing Address: _____ City: _____ State: _____ ZIP: _____ Bus. Phone Number: _____ Bus. Email Address: _____ Owner Signature (Required): _____

TURN TO PAGE 2 ↓

**ITEM F-4
ATTACHMENT 7**

** To claim this unit status, you must have an approved administrative determination. Please contact the Rent Program for more information.*

Unit Status Codes

[SEC 8] Governmentally-Subsidized Rental Housing: Section 8 Subsidy (Project-Based or Tenant-Based)

[LIHTC] Governmentally-Subsidized Rental Housing: Low Income Housing Tax Credits (LIHTC)

[GOVT. OTH.] Governmentally-Subsidized Rental Housing: Other form of subsidy *specify*: _____

[BMR] Owner/developer entered into a regulatory agreement w/ a Governmental Agency that restricts the amount of Rent that may be charged

[CR] Unit is Currently Rented

[AFR] Available for Rent but is not rented

***[NAR] Unit is Not Available for Rent; Will not be on the Rental Market at any period during the Fiscal Year July 1 - June 30**

***[OWN OCCPD] Unit is occupied by an Owner of record**

***[RENT FREE] Unit is occupied by a Tenant under an agreement in which no rent or anything else given in lieu of rent is collected for the use and occupancy of the Rental Unit**

[OTHER] Specify: _____



CITY OF RICHMOND

ITEM F-4
ATTACHMENT 8
8/8/2022

CALIFORNIA
RECEIPT

Number: WEB38529

FEES PAID

Record Type	Record Number	Address Number	QTY	Description of Fee	Amount of Fee
PERMIT	RC17-38202	1045 TRAILSIDE DR	1	RENT PROG PARTIALLY COVERED & GOVT. S	\$123.00
PERMIT	RC17-38202	1045 TRAILSIDE DR	1	RENT PROGRAM FEE PARTIALLY COVERED P	\$100.00
PERMIT	RC17-38202	1045 TRAILSIDE DR	1	RENT PROG PARTIALLY COVERED & GOVT. S	\$124.00
PERMIT	RC17-38202	1045 TRAILSIDE DR	1	RENT PROGRAM FEE PARTIALLY COVERED P	\$112.00
PERMIT	RC17-38202	1045 TRAILSIDE DR	604	2% CREDIT CARD PROCESSING FEE	\$12.08
PERMIT	RC17-38202	1045 TRAILSIDE DR	1	RENT PROGRAM PER UNIT FEE	\$145.00

TOTAL PAID

\$616.08

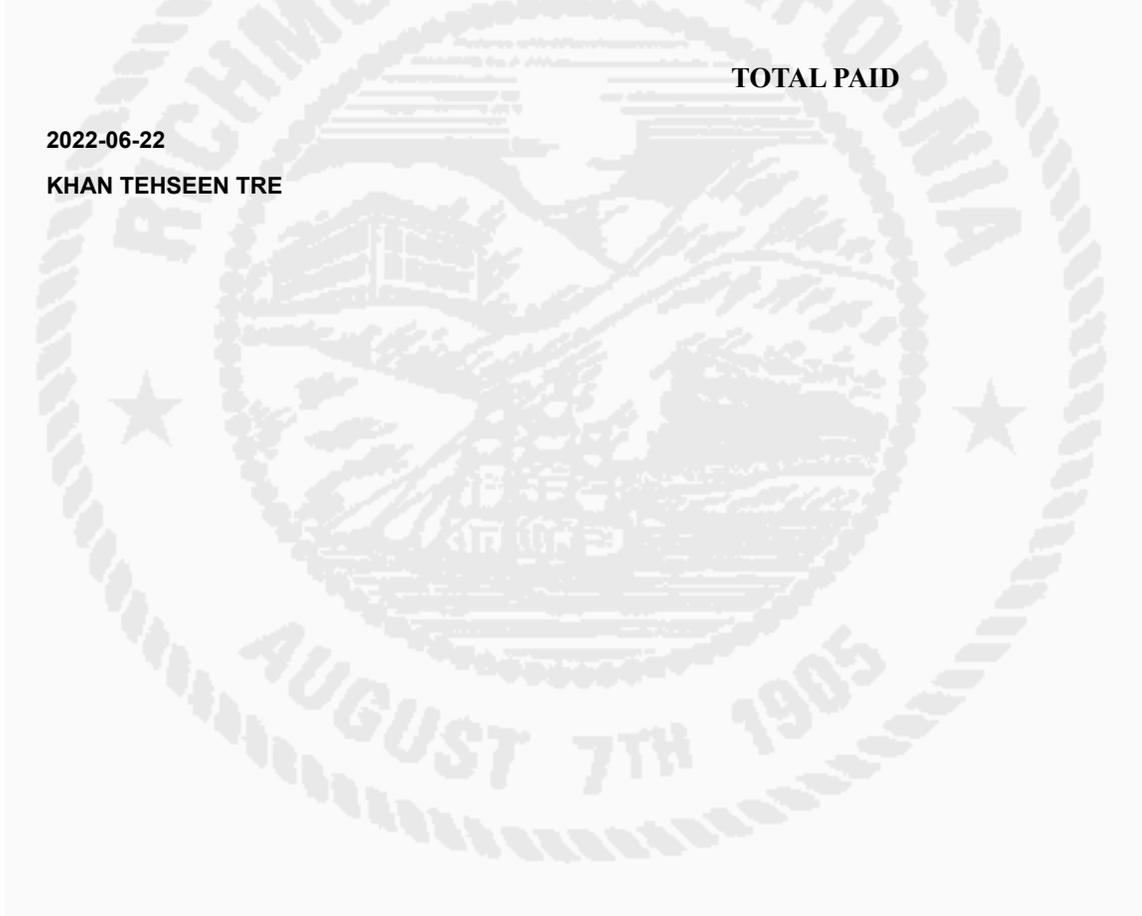
Date of Payment

2022-06-22

Paid By

KHAN TEHSEEN TRE

Method of Payment



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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 17, 2022

Final Decision Date Deadline: August 17, 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: August 17, 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 33,802 confirmed cases of COVID-19 and at least 182 deaths in the City of Richmond. That is an increase of approximately 1,328 confirmed Covid cases and 2 Covid-related deaths in 30 days. The City of Richmond has one of 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 a new Covid-19 variant has arrived. Scientist are concerned the variant has the ability to escape preexisting immunity, thereby increasing the rate of infections and potential hospitalization. The impact of this variant has been felt as the City of Richmond, and many other Contra Costa cities have been placed in the “purple” tier category, representing the worst category of Covid-19 prevalence. This has prompted local city officials to send out emails advising employees of the need for social distancing, constant mask wearing, and vaccinations. 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 22-09

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RESOLUTION NO. 22-09

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 August 17, 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: August 17, 2022

Final Decision Date Deadline: August 17, 2022

STATEMENT OF THE ISSUE: Since March 2019, Bay Area Legal Aid has held weekly Housing Rights Clinics for low-income Richmond Tenants and Landlords pursuant to a contract between the Rent Board and Bay Area Legal Aid commencing March 1, 2019, through June 30, 2020. Contract amendments are necessary to amend the term of the contract and add funds for services in Fiscal Year 2022-23 in accordance with the budget adopted by the Rent Board on May 31, 2021.

INDICATE APPROPRIATE BODY

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

ITEM

- 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 amendments to the contract for community legal services with Bay Area Legal Aid, increasing the contract amount by \$62,500.00 for Fiscal Year 2022-23, modifying the term to commence on September 1, 2022, through June 30, 2023, and additions, clarifications, and corrections made to the contract Service Plan and Goals – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

G-1.

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AGENDA REPORT

DATE: August 17, 2022

TO: Chair Finlay and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

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

STATEMENT OF THE ISSUE:

Since March 2019, Bay Area Legal Aid has held weekly Housing Rights Clinics for low-income Richmond Tenants and Landlords pursuant to a contract between the Rent Board and Bay Area Legal Aid commencing March 1, 2019, through June 30, 2020. Contract amendments are necessary to amend the term of the contract and add funds for services in Fiscal Year 2022-23 in accordance with the budget adopted by the Rent Board on May 31, 2021.

RECOMMENDED ACTION:

APPROVE amendments to the contract for community legal services with Bay Area Legal Aid, increasing the contract amount by \$62,500.00 for Fiscal Year 2022-23, modifying the term to commence on September 1, 2022, through June 30, 2023, and additions, clarifications, and corrections made to the contract Service Plan and Goals – 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 \$62,500.00 is proposed to be used to increase the payment limit for the Board's existing contract with Bay Area Legal Aid.

DISCUSSION:

Background

On November 14, 2018, following termination of the contract between the Rent Board and Centro Legal de la Raza, the Rent Board directed staff to negotiate and execute a

contract with a replacement legal service provider. In accordance with the City's procurement process, on November 19, 2018, the Rent Program issued a Request for Proposals for Legal Services. The Rent Program received one proposal from a prospective service provider, Bay Area Legal Aid. Bay Area Legal Aid's Proposal was evaluated by a review committee based on the criteria articulated in the Request for Proposals for Legal Services, and a contract was executed with Bay Area Legal Aid on March 1, 2019, with an original term ending June 30, 2019. The contract has since been amended and expired on June 30, 2022.

Performance

The Fiscal Year 2021-2022 contract with Bay Area Legal Aid includes a Service Plan comprised of three major components¹:

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

The current contract indicates that Bay Area Legal Aid will provide at least 35 legal clinics and assist 105 eligible unduplicated participants. Between July 1, 2021, and June 30, 2022, Bay Area Legal Aid held 44 Housing Rights Clinics, at which they served 137 participants, effectively satisfying this service goal.

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

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

The current contract indicates that Bay Area Legal Aid will provide legal representation related to enforcement of the Rent Ordinance to 20 unduplicated participants. Between July 1, 2021, and June 30, 2022, Bay Area Legal Aid has provided legal representation related to enforcement of the Rent Ordinance to 18 eligible, unduplicated participants, which did not meet the service goal for fiscal year 2021-2022.

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

The current contract indicates that Bay Area Legal Aid will provide 36 legal referrals to peer service providers, institutional internal services, and/or legal services organizations. Between July 1, 2021, and June 30, 2022, Bay Area Legal Aid has provided 49 referrals, effectively satisfying this service goal.

Proposed Contract Amendments

Staff members are recommending approval of contract amendments to (1) extend the term of the contract with Bay Area Legal Aid to June 30, 2023 (2) increase the payment limit of the contract by \$62,500.00 in accordance with the Fiscal Year 2022-23 Rent Program budget (3) addendum additions, omissions, clarifications, and corrections made to the Contract Amendment, for Bay Area Legal Aid- Service Plan and Goals, that shall be included in the scope of work and proposals to be submitted for Fiscal Year 2022-2023.

DOCUMENTS ATTACHED:

Attachment 1 – Fourth Contract Amendment and Amendment History

Attachment 2 – Addendum A; Service Plan and Goals

Attachment 3- Contra Costa County Income Limits by Household Size- U.S. Department of Housing and Urban Development

Attachment 4- Original Contract

Attachment 5- Overview of Bay Area Legal Aid Scope and Services in Richmond & Client Stories Fiscal Year 2021-2022

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

Department: Rent Board	Project Manager: Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6564
P.R. No: Vendor No: 1571	P.O./Contract No: 4689
Description of Services: Provide legal advice and advocacy to qualifying Low Income Richmond Residents for housing-related issues in connection with the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and related policies.	
Amendment No. 4 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:

Bay Area Legal Aid

Company Name:

Street Address: 1025 Macdonald Avenue

City, State, Zip Code: Richmond, CA 94801

Contact Person: Adam Poe, Managing Attorney

Telephone: (510) 233-5594

Email: apoe@baylegal.org

Business License No: 40008976 / Expiration Date: December 31, 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 20, 2019, which original term commenced on March 1, 2019 and terminates June 30, 2019 with an original contract payment limit of \$25,000.00. 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:

Bay Area Legal Aid

By _____

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

Title:

By _____

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

Title: _____

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

By _____
Attorney

By: _____

Title: _____

Approved as to form:

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

By _____
Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Amendment No.
4

P.O./Contract No.
4689

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, 2019

(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 \$ **62,500.00** . 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 \$ **293,750.00** 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:

See attached amendments to the Original Service Plan (Addendum A) for tasks and/or services. Contract term will commence September 1, 2022 through June 30, 2023.

Contract Amendment between the City of Richmond and
Bay Area Legal Aid

Amendment No.

4

P.O./Contract No.

4689

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** 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 \$ 75,000.00 for a payment limit not to exceed \$ 100,000.00.
- Term Amendment (insert new termination date): June 30, 2020
- Service Plan

The **second** Contract Amendment was approved by the Rent Board or executed by the Executive Director on May 20, 2020 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 56,250.00 for a payment limit not to exceed \$ 156,250.00.
- Term Amendment (insert new termination date): June 30, 2021
- Service Plan

The **third** 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 \$ 75,000.00 for a payment limit not to exceed \$ 231,250.00.
- Term Amendment (insert new termination date): June 30, 2022
- 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 \$ 62,500.00 for a payment limit not to exceed \$ 293,750.00.
- Term Amendment (insert new termination date): June 30, 2023
- Service Plan

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

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

ADDENDUM A
Bay Area Legal Aid Contract Amendment FY 2022-2023

CONTRACT PROJECT: Bay Area Legal Aid FY2022-23, Scope of Services and Goals.

The additions, omissions, clarifications, and corrections herein shall be made to the Contract Amendment, for Bay Area Legal Aid- Scope of Services and Goals and shall be included in the scope of work and proposals to be submitted for Fiscal Year 2022-23. All additions and clarifications are in bold for Rent Board review.

EXHIBIT A
SERICE PLAN

1. Scope of Services: shall state the following:

For purposes of this Service plan an eligible participant for “Legal clinics” shall mean a **Very Low-Income** (as defined by HUD guidelines for Contra-Costa County) Richmond Resident (Contractor will serve higher-income participants capacity permitting). **An eligible participant for legal clinics can be a tenant who rents rental property in Richmond or a rental property owner who owns rental property in Richmond. An eligible participant for “Legal Services” and “Legal Representation” means a Richmond resident who meets the Contractor’s service criteria.** Contractor shall provide and perform the services set forth below in a satisfactory and proper manner as determined by either **the RENT BOARD or Executive Director of the Richmond Rent Program**, and in accordance with the terms and conditions of this Contract, as described below:

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

Create and Operate a Legal Clinic* in the City of Richmond to provide legal information and assistance regarding housing related legal issues that implicate the Fair Rent, Just Cause, and Homeowner Protection Ordinance (hereinafter, “Rent Ordinance”) and accompanying Rules and Regulations. Legal information and assistance will include, but is not limited to, the following issues: evictions, **rent**, habitability, utilities, security deposits, reasonable accommodations, and other landlord/tenant concerns. Additionally, the Legal Clinic will assist eligible participants in drafting letters and other documents that implicate rights and obligations under the Rent Ordinance and accompanying Regulations. Finally, Contractor shall appoint a supervising attorney to administer the Legal Clinic and ensure that each Legal Clinic is staffed by at least three (3) staff members, including trained interns and/or volunteers. ***Bay Area Legal Aid retains the discretion to hold “remote clinics” as necessary in furtherance of organizational priorities, client service, staff and public health.**

Activity No. 2: Legal Services and Legal Representation shall state the following:

Contractor will also provide legal services that include investigation and intervention on behalf of eligible participants as their attorney. This may include the filing of an administrative petition, writing an advocacy letter or submitting pertinent legal documents, analyzing, and informing participants of protections pursuant to the Richmond Rent Ordinance, drafting administrative petitions, and representing tenants at rent board hearings. **Where appropriate, Contractor will coordinate and refer to other housing legal service providers, other departments/services within Contractor's organization, and/or legal services organizations.**

Requirement No. 3: Dedicated Legal Capacity shall state the following:

Contractor shall have a full-time equivalent of 0.5 FTE (Based on a 37.5-hour work week which results in approximately 18-20 hours per week) dedicated to Richmond cases to fulfill the terms of this agreement and serve eligible participants. This position shall be dedicated to Activity No. 2 as described below.

2. Goals

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

During the duration of fiscal year **2022-2023, Contractor shall conduct all outreach and at least 35 legal clinics.** Additionally, within these legal clinics Contractor shall, at a minimum, provide one-hundred and five (105) eligible unduplicated participants with legal information and assistance. **Contractor will make a good faith effort to ensure that requests for services or assistance from eligible participants are provided the same or similar services in a timely manner.**

Activity No. 2 Legal Services and Legal Representation shall state the following:

(Legal Services) During the duration of fiscal year 2022-2023, Contractor shall, at a minimum, provide fifteen (15) eligible unduplicated participants with legal services, including but not limited to, legal advice, assisting with the drafting of administrative petitions and other administrative forms related to enforcement of the Richmond Rent Ordinance and/or other housing rights pursuant to local, state, and federal law.

(Legal Representation) During the duration of fiscal year 2022-2023, Contractor shall, at a minimum, provide legal representation to fifteen (15) eligible unduplicated participants, which may include but is not limited to, assisting with the drafting and filing of administrative petitions, representing tenants at Rent Board hearings, Appeals and/or mediations. Inclusive of above, Contractor shall attend and participate in up to five (5) Rent Board Hearings, and/or Settlement Conferences on behalf of eligible participants.

- 3. Measurement:** To measure the success of this service plan, Contractor will track the following:
- a. The number of participants (which includes unduplicated and duplicated participants) served during the duration of this Contract.
 - b. The categories of encountered legal issues and the outcomes or resolutions of those legal issues shall include **summaries of what services were performed to resolve or attempt to resolve the legal issue(s) with as much detail as practicable without violating attorney-client privilege or confidentiality. This section of measurement is only required for the work performed under the Dedicated Legal Capacity section.**
 - c. The categories of services provided including, but not limited to, drafting/assisting in responding to unlawful detainers, drafting/assisting in writing letters to landlords/tenants regarding habitability, reasonable accommodations, etc., drafting/ assisting in completing administrative petitions, referrals, providing legal representation in negotiations, mediations, administrative hearings, trials and providing other types of brief legal services and advice. **These categories shall also include the approximate duration (minutes/hours) of performing each of the services. This section of measurement is only required for the work performed under the Dedicated Legal Capacity section.**
 - d. The categories of services provided shall include, at a minimum, the client's name, address, race and ethnicity (optional), language or other access to justice issues, monthly income and source, household size information, monthly rent, security deposit, last time rent was paid/accepted, the type of notice the Tenant received, a description of the housing problem, and the client's goals. These reports shall have client names, addresses, and other key identifying information redacted as necessary to preserve attorney/client privilege and client confidentiality.

- e. **Activity measurements are to be exclusive from measurements of other Activities under this Contract.**
 - f. **The Rent Program reserves the right to dispute and request further documentation and/or clarification regarding reported hours if they appear unreasonable or otherwise not in conformance with the goals and requirements of this contract.**
4. **Outcomes:** Successful outcomes of this service plan shall be measured in **two** ways:
- a. Contractor shall conduct legal clinic participant surveys which measure satisfaction of services.
 - b. **Contractor shall conduct a participant survey which measures the satisfaction of legal representation by the dedicated attorney under this service plan. Such measurement is to be determined by ongoing communication with client, legal research, services provided in a timely manner, and the outcomes of mediations, negotiations, administrative hearings, trials, and/or affirmative litigations.**
5. **Intake Forms:** Contractor shall create an intake form to track eligible participant data. This form shall include, at a minimum, the client's name, address, contact information, race/ethnicity (optional), date of birth, language or other access to justice issues, monthly income and source, household information, monthly rent, landlord name, security deposit, move-in date, last time rent was paid/accepted, the type of notice the Tenant received, a description of the housing problem, and the client's goals. This form may also be used by Rent Program staff to make a direct referral to Contractor. The form may be faxed to Contractor with a follow-up call or email to confirm receipt. RENT BOARD agrees that these intakes and all eligible participant-related documents and information shall be subject to and protected by California's Attorney-Client Privilege and Attorney-Client Confidentiality. In the event RENT BOARD would like to review the client-related documents and/or obtain information related to clients served pursuant to this Contract, Contractor must be permitted sufficient time to comply with its duty to maintain attorney/client privilege and client confidentiality by either redacting the documents or obtain written authorization from the client to permit RENT BOARD to review the file. Furthermore, RENT BOARD agrees that a direct referral from the RENT BOARD does not impose any additional obligations upon Contractor for the provision of services.

6. Reports:

- a. Contractor shall submit monthly reports detailing the number of eligible participants served and pertinent data regarding their tenancies and demographics, as described in paragraphs one through six (1-6). These reports shall have client names and addresses redacted to preserve attorney/client privilege, with full records maintained at Contractors' office for review if necessary.
- b. Contractors shall conduct at least one presentation annually prior to the expiration of the current contract to the Richmond Rent Board that reports on the full scope of services and to respond to questions the Board may have.**

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CONTRA COSTA COUNTY CDBG PROGRAM

ITEM G-1
ATTACHMENT 3

Income Limits by Household Size - Effective June 15, 2022

Persons per Household	Maximum income of households which are:		
	Extremely Low-Income (30% of AMI)	Very-low Income (50% of AMI)	Low Income (80% of AMI)
1	\$30,000	\$50,000	\$74,200
2	\$34,300	\$57,150	\$84,800
3	\$38,600	\$64,300	\$95,400
4	\$42,850	\$71,400	\$106,000
5	\$46,300	\$77,150	\$114,500
6	\$49,750	\$82,850	\$123,000
7	\$53,150	\$88,550	\$131,450
8	\$56,600	\$94,250	\$139,950

Extremely low-income households are defined as households earning 30 percent or less of area median income (AMI) ; very-low income households earn 50 percent or less AMI; low-income households earn 80 percent or less AMI subject to HUD caps; and median households earn 100 percent AMI.

Source: U.S. Department of Housing and Urban Development.

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CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT

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

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

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

Company Name: Bay Area Legal Aid

Street Address: 1025 Macdonald Avenue

City, State, Zip Code: Richmond, CA 94801

Contact Person: Adam Poe, Managing Attorney

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

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

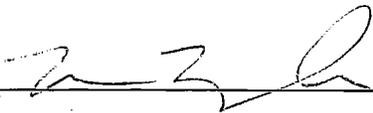
A California corporation, limited liability corporation general partnership, limited partnership, individual, non-profit corporation,
 individual dba as [specify:] _____
 other [specify:] _____

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

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

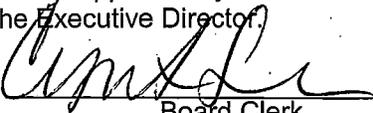
- 6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
- 7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which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

RENT PROGRAM

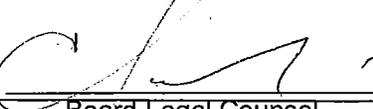


Title: Executive Director

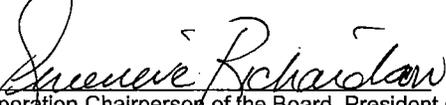
I hereby certify that this Contract has been approved by the Rent Board or the Executive Director.

By: 
_____ Board Clerk

Approved as to form:

By: 
_____ Board Legal Counsel

CONTRACTOR:


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

By: Genevieve Richardson
Title: President and Executive Director

Date Signed: 2/27/19

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

By: 
_____ Title: Chief financial Officer

Date Signed: 2/27/2019

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

LIST OF ATTACHMENTS:

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

EXHIBIT A
SERVICE PLAN

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

Activity No. 1: **Legal Clinic**

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

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

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

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

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

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

Activity No. 1: Legal Clinic

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

Activity No. 2: Supplemental Legal Clinic Services

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

Activity No. 3: Referrals to Peer Legal Services Organizations

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

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

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

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

EXHIBIT B
PAYMENT PROVISIONS

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

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

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

**EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES**

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

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

Nicolas Traylor

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

Richmond, CA 94804

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

EXHIBIT D
GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

change order or Contract Amendment providing for such compensation for extra work shall be negotiated between RENT BOARD and Contractor and executed by Contractor and the Executive Director of the Richmond Rent Program.

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

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

percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the RENT BOARD's last payment shall be transferred and assigned to RENT BOARD. Additionally, in the event of such termination, the RENT BOARD may proceed with the work in any reasonable manner it chooses.

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

or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the RENT BOARD, its officers, agents, employees or volunteers.

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

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

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

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

**ITEM G-1
ATTACHMENT 4**

environmental laws, employment discrimination laws and prevailing wage laws. Compliance under this provision includes compliance with all provisions of the Richmond Municipal Code ("Municipal Code"), including Chapters 2.50, 2.52, 2.56, and 2.60, if applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT E
SPECIAL CONDITIONS**

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

**EXHIBIT F
INSURANCE PROVISIONS**

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

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

In all instances where CONTRACTOR or its representatives will provide professional services to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

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

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

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

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

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

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

	<i>coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements are attached.</i>
Primary and Noncontributory Endorsement	The CONTRACTOR's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the CONTRACTOR from its responsibility to provide insurance.
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.

Subcontractors

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

Verification of Coverage

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

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager, 1401 Marina Way South, Richmond, CA 94804.

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

Continuous Coverage

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

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

Consistent with Public Policy

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

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

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

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

COVERAGES

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

INS R LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXPENSE (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$								
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">WC STATUTORY LIMITS</td> <td style="width: 40%;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	OTHER												

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

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

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

IMPORTANT

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

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

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

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

**SAMPLE Endorsements
Preferred form**

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

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

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

CG 20 10 11 85 Copyright, Insurance Services Office, Inc., 1982

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

SAMPLE Endorsements
Acceptable form when combined with CG 20 37 10 01
Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERICAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF INSURANCE (DESIGNATED PROJECT OR PREMISES)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Project Or Premises:

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

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

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

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

CG 20 10 10 01

ISO Properties, Inc., 2000

Page 1 of 1

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

SAMPLE Endorsements
Acceptable form when combined with CG 20 10 10 01
Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERICAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Location And Description of Completed Operations:

Additional Premium:

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

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

CG 20 37 10 01

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Page 1 of 1

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

**SAMPLE Endorsement
Waiver of Subrogation - Liability**

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OCP LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

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

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

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

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

Dear Mr. Traylor,

Bay Area Legal Aid (BayLegal) is pleased to present a review of services provided to residents of the City of Richmond in partnership with the Richmond Rent Board. These services have been critical for residents made even more vulnerable during the COVID-19 crisis.

Since 2019, BayLegal has partnered with the Richmond Rent Board to hold legal clinics and provide direct legal services to residents of Richmond facing housing related legal issues. BayLegal's 2021-2022 contract goals included at least 35 clinics for at least 105 participants, legal representation for 20 residents, and 36 referrals to peer organizations. BayLegal held 44 clinics (exceeding goal by 126%) which served 137 clinic participants (exceeding goal by 130%) and provided 49 legal referrals (exceeding goal by 136%). BayLegal provided legal representation to 18 of the clinic participants (90% of goal).

However, in addition to these clinic participants and clients, BayLegal provided services to an additional 52 Richmond residents via our Legal Advice Line. Three cases remained open after the contract end date. 49 cases closed, ranging from Advice & Counsel (45 cases) to Brief Services (3 cases) and Extended Legal Representation (1 case).

BayLegal quickly transitioned to a remote model in early 2020 to continue serving residents. BayLegal has conducted an average of 41 legal clinics per year since 2019 and assisted over 500 individuals through clinics alone. Of 2021-2022 clinic participants, 26% had Limited English Proficiency and 18% had at least one disability. 34% of households had children.

The U.S. Department of Housing and Urban Development has three thresholds for low-income: Extremely Low-Income households making a maximum of 30% of the Area Median Income (AMI), Very Low-Income making 50% of AMI, and Low-Income making 80% AMI. Based on these guidelines, Extremely Low-Income for a single person household is \$30,000 per year, Very Low-Income is \$50,000, and Low-Income is \$74,200. The income thresholds increase when adding additional adults or children to households. For a household of four individuals, Extremely Low-Income is \$42,850, Very Low-Income is \$71,400, and Low-Income is \$106,000.

The vast majority of clinic participants (83%) were Extremely Low-Income, 14% of participants were Very Low-Income, 3% were Low-Income and only 1% of participants were not considered Low-Income (>80% AMI). This year, 40% of clinic participants were a 1-person household, and 30% of those individuals had an income of less than \$30,000 or less per year. 26% of clinic participants lived in a two- or three-person household, with 21% of those households earning less than \$38,600 per year.

Richmond residents that received services via our Legal Advice Line shared similar demographic characteristics. 48% of clients had a disability and 40% of clients had children in their household. Over 65% of clients were either Black/African American or Hispanic/Latinx. The majority (60%) of cases were related to Private Landlord/Tenant issues, with the remaining cases (40%) were related to Federal Subsidized Housing or Public Housing.

BayLegal has seen an increase in demand for services throughout the COVID-19 pandemic, especially in housing and homelessness related services. The partnership between BayLegal and the Richmond Rent Board has been critical for Richmond residents. Please refer to client success stories below for a more qualitative review of BayLegal's work with Richmond residents:

Richmond tenant, Camilla, came to BayLegal after she began experiencing homelessness. Her Section 8 voucher, which she had for over 30 years, had been terminated due to an incident stemming from disability-related issues. BayLegal worked collaboratively with other community organizations to set the tenant up with supportive resources and advocated with the Housing Authority to have her voucher reinstated. Camilla is now housed with ongoing supportive services.

Marie, an extremely low-income Richmond tenant, came to BayLegal seeking assistance because she was facing eviction from her home. BayLegal intervened, representing Marie in the Unlawful Detainer. BayLegal was able to get the Unlawful Detainer dismissed, preventing a loss of housing, and protecting the client from having an eviction on her record.

Angela is a Richmond resident who is disabled and a survivor of domestic violence. Angela came to BayLegal when she was being harassed by her neighbors, which had a severely negative impact on her disabilities. Angela had asked her landlord to take steps to manage the harassment by other residents, but they ignored her requests. BayLegal enforced fair housing laws by submitting a reasonable accommodation request on the tenant's behalf after which the landlord finally agreed to make the necessary accommodations to protect the tenant.

Elizabeth, a low-income Richmond senior with disabilities came to BayLegal facing an unlawful detainer. Had she been unrepresented, she could have been locked out of her home within one month. However, because of BayLegal's representation in negotiations and ongoing litigation, the tenant was able to remain in the unit for more than six more months before moving out. This extra time allowed her to gather the resources she needed to move and remain housed.

Sincerely,

Adam Poe

Adam Poe, Managing Attorney, Contra Costa County

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 17, 2022

Final Decision Date Deadline: August 17, 2022

STATEMENT OF THE ISSUE: The Richmond Rent Program has received a check for \$10,000 for participating in the creation and development of Richmond's rent assistance program. Prior to depositing and using these funds, the Richmond Rent Board, which oversees the Richmond Rent Program's budget and finances, must authorize receipt and use of the \$10,000 Rent Relief Partnership Grant.

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 receipt of and AUTHORIZE use of the \$10,000 Rent Relief Partner Grant for partnering in the establishment of Richmond's rent assistance program. – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

H-1.

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AGENDA REPORT

DATE: August 17, 2022
TO: Chair Finlay and Members of the Rent Board
FROM: Nicolas Traylor, Executive Director
SUBJECT: Board Approval to Receive \$10,000 Richmond Rent Relief Partner Grant

STATEMENT OF THE ISSUE:

The Richmond Rent Program has received a check for \$10,000 for participating in the creation and development of Richmond's rent assistance program. Prior to depositing and using these funds, the Richmond Rent Board, which oversees the Richmond Rent Program's budget and finances, must authorize receipt and use of the \$10,000 Rent Relief Partnership Grant.

RECOMMENDED ACTION:

APPROVE receipt of and AUTHORIZE use of the \$10,000 Rent Relief Partner Grant for partnering in the establishment of Richmond's rent assistance program.

FISCAL IMPACT:

A separate special fund (within the Rent Program fund) has been established to house the \$10,000 partner grant. The Rent Board may direct staff to use the funds for a specific purpose or to supplement the Rent Program budget.

DISCUSSION:

Background

Prior to the COVID-19 pandemic, in 2018 and 2019, the Rent Program's Executive Director organized a series of meeting with the City of Richmond, past Richmond Rent Board members and Richmond City Council members to discuss the creation of a rent assistance program dedicated to Richmond Tenants and Landlords. Based on the high percentage of housing counseling cases that revolved around non-payment of rent evictions in Richmond, it was clear that there was an on-going demand for rent assistance. Rent assistance resources at the time were not only scarce, but spread out among many local organizations, each competing for rent assistance funds. These initial

ITEM H-1

meetings spurred discussions about the need for a permanent rent assistance program for Richmond and how to create such a program. Initial ideas included modeling a program for Richmond on Oakland's "Keep Oakland Housed" program, a collaboration between the City of Oakland, corporations, foundations, local non-profits and philanthropic organizations. When the COVID-19 pandemic began in the Spring of 2020, the urgency to create a Richmond rent assistance program ramped up, resulting in the Rent Program spearheading the effort to create a permanent rent assistance program for Richmond.

In the Spring of 2020, the Executive Director and Deputy Director of the Rent Program organized a meeting with the City of Richmond's Community Development Department to urgently address the anticipated increase in demand for rent assistance services in Richmond and began the process of building out a permanent rent assistance program for Richmond. Rent Program Staff and Community Development Staff realized that it would make sense to invite local non-profits that administer existing rent assistance services to the meeting in order to learn from their expertise and to include them in the effort to build out a permanent rent assistance program. Those local non-profits included Seasons of Sharing, SparkPoint, Shelter Inc., the West Contra Costa County EdFund, Richmond Community Foundation, and Catholic Charities.

Eventually the coalition of non-profits grew to include the Richmond Neighborhood Housing Services (RNHS), the Office of Mayor Tom Butt, Richmond Land (Trust), and the Community Housing Development Corporation (CDHC). Meeting weekly to strategize efforts, the coalition has raised hundreds of thousands of dollars, integrated itself into the Richmond Rapid Response Fund and disbursed over \$385,000 in rent assistance to 77 Richmond renters and landlords.

After initially being led by the Rent Program in May 2021, Jasmine Jones, the Executive Director of the West Contra Costa EdFund began overseeing the Program's development. This transition made sense because the West Contra Costa EdFund was overseeing the Richmond Rapid Response Fund, a City sponsored program that provides financial relief to Richmond residents impacted by the COVID-19 pandemic. In July of 2021, the West Contra Costa County EdFund hired Jessica Travenia, Program Officer, to organize the rent assistance program's governing structure, Memorandums of Agreement between the Richmond Rapid Response Fund and the local agencies that administer rent assistance programs, and to continue the program's development and efforts to seek additional funding. Efforts are underway develop a permanent standalone City sponsored rent assistance program separate from the Richmond Rapid Response Fund.

Purpose

The purpose of the \$10,000 is to compensate the Rent Program for its assistance and participation in the establishment of Richmond's rent assistance program.

Use of Funds

The \$10,000 is a general operating grant to fund operations or other activities related to the Rent Program, excluding lobbying. The Rent Board may direct staff to use the \$10,000 in Rent Relief partner funds towards a specific activity or to supplement the Rent Program budget.

DOCUMENTS ATTACHED:

Attachment 1 – Email from Jessica Travenia regarding Rent Relief Partnership Compensation

Attachment 2 - Copy of \$10,000 Rent Relief Partners check

Attachment 3 – Richmond Rent Relief Program Presentation

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Cynthia Shaw

From: jessica travenia <jessica@edfundwest.org>
Sent: Wednesday, August 3, 2022 6:20 PM
To: Nicolas Traylor
Subject: Re: Rent Relief Community Partner Compensation

This email originated from outside of the City's email system. Do not open links or attachments from untrusted sources.

Hi Nicolas,

The R3F Rent Relief Committee has supported 77 families with \$5,000 rent relief support, totalling \$385,000.

The original MOU for the 21-22 year did not include compensation for the Rent Board, yet stipulated that a portion of funds raised would support the distribution partners. While we didn't raise additional funds during the 21-22 year for Rent Relief efforts, the distribution partners asked for a \$5,000 allocation to support the work in the rent relief meetings. Given the added value commitment to thought partnership each housing partner brought, we decided to increase the requested allocation from \$5,000 to \$10,000 to support each partner. We included the Rent Board to honor the staff time that was committed over the past year.

The \$10,000 is a general operating grant and could ultimately fund operations and any other activities related to The Rent Program, **except for lobbying.**

I have some time in the afternoons the next couple of weeks, do you have a preferred time to meet?

Please let me know in the meanwhile how I can support your preparation for the meeting or offer any additional clarification.

Best Regards,

jessica

On Wed, Aug 3, 2022 at 1:51 PM Nicolas Traylor <nicolas_traylor@ci.richmond.ca.us> wrote:

Hi Jessica,

**ITEM H-1
ATTACHMENT 1**

I hope this message finds you well. This month I'll be going before the Rent Board to authorize the deposit and use of the 10K in partner compensation. As part of that process, I have to do a report for the Board, explaining the purpose of the funds and an explanation as to what they are for. I understand the purpose, however, I would like to know how the amount was determined. I am assuming that it is a percentage of the rent relief funds divided across the various agencies that have participated in the work to establish and administer the rent relief. Can you provide an explanation as to the following for my report?

1. How much rent relief to date has our group doled out?
2. How was the partner compensation determined?
3. Are there any restrictions on how the 10K can be used?

Also, I would like to meet with you soon to discuss rent relief 2.0 when you have a chance. We just hired 2 new analyst who can start working on some of the policy research around establishing a long-term program for the City of Richmond. I look forward to hearing from you soon. Thanks,

Respectfully,

Nicolas Traylor- Executive Director

Richmond Rent Program

510-620-6564

From: jessica travenia <jessica@edfundwest.org>

Sent: Friday, May 20, 2022 11:01 AM

To: Cynthia Shaw <cynthia_shaw@ci.richmond.ca.us>

Cc: Fred Tran <Fred_tran@ci.richmond.ca.us>; Nicolas Traylor <nicolas_traylor@ci.richmond.ca.us>

Subject: Re: Rent Relief Community Partner Compensation

This email originated from outside of the City's email system. Do not open links or attachments from untrusted sources.

Hi Nicolas and Cynthia.

Thanks for getting back to me on this.

Our bookkeeper Lauren will send the 10k funds through [bill.com](https://www.bill.com), so the point of contact should be notified by email.

Just to be sure, Cynthia is the point of contact and Attn: Nicolas Traylor in the memo?

Best Regards,

Jessica

On Fri, May 20, 2022 at 10:05 AM Cynthia Shaw <cynthia_shaw@ci.richmond.ca.us> wrote:

Good Morning Jessica,

Thanks again for coordinating all of this. Nicolas is correct. You can move forward and send the check, and once received, we will move forward with the process for approval to receive the funds at our next Regular Rent Board Meeting. It may take a few weeks to process after the approval since all our revenue goes through our Finance Department. You can make the check payable to the City of Richmond Rent Program, [440 Civic Center Plaza, 2nd Floor, Richmond, CA 94804](#). Could you please let me know when you are ready to send it so that we can look out for it? Please address to Nicolas Traylor's attention. Feel free to reach out to me if you have additional questions or concerns at the number below.

Thanks,

Cynthia Shaw

Assistant Administrative Analyst

Assistant to Executive Director | Coordinator for Hearings Unit & Legal Unit | Rent Board Clerk

City of Richmond Rent Program

[440 Civic Center Plaza, Suite 200, Richmond, CA 94804](#)

Direct Phone: (510) 620-5552 | Main Phone: (510) 234-RENT (7368)

Fax: 510-307-8149 | Website: www.richmondrent.org
Email: cynthia_shaw@ci.richmond.ca.us

The Rent Program is now on [Facebook](#) and [Instagram](#) - follow us to stay in touch!

To learn more about our upcoming Workshops and for up to date information

about the Richmond Rent Program, sign up for our email listserv: [Sign Up Here!](#)

From: Nicolas Traylor <nicolas_traylor@ci.richmond.ca.us>
Sent: Friday, May 20, 2022 9:33 AM
To: jessica@edfundwest.org
Cc: Cynthia Shaw <cynthia_shaw@ci.richmond.ca.us>
Subject: RE: Rent Relief Community Partner Compensation

Hi Jessica,

Thank you for contacting me about this! Am I correct to say that we would receive \$10K? I'm connecting you with Cynthia Shaw, our Administrative Analyst who can take it from here. We will likely need to go to the Board for their formal approval to accept the funds. However, we can still receive the check, we just wouldn't deposit it until the five-member Rent Board authorizes its deposit/acceptance. Cynthia will reach out to you soon regarding the process. Thank you again and hope you have a great weekend. Thanks,

Respectfully,

Nicolas Traylor- Executive Director

Richmond Rent Program

510-620-6564

From: jessica travenia <jessica@edfundwest.org>
Sent: Friday, May 20, 2022 8:56 AM
To: Nicolas Traylor <nicolas_traylor@ci.richmond.ca.us>
Subject: Re: Rent Relief Community Partner Compensation

This email originated from outside of the City's email system. Do not open links or attachments from untrusted sources.

Hi Nicolas,

let me know if this is the proper contact information, or if there is someone else to connect with on this matter.

Richmond Rent Program
Nicolas Traylor, Executive Director
nicolas_traylor@ci.richmond.ca.us
510-620-6564

Thanks!

jessica

Jessica Travenia she/her |Program Officer| Richmond Rapid Response Fund;

(R3F) | jessica@edfundwest.org

West Contra Costa Public Education Fund

[1400 Marina Way South, Richmond CA, 94804](#)

510.233.1464 ext.107 | www.edfundwest.org

The Richmond Rapid Response Fund is a fiscally sponsored project of the West Contra Costa Public Education Fund.

On Thu, May 19, 2022 at 11:20 AM jessica travenia <jessica@edfundwest.org> wrote:

Greeting Nic,

I just wanted to check in and see who the point of contact should be from the Richmond Rent Program in order to process a payment- where the wire should be addressed to and follow up on the protocols necessary to get that in motion.

Best Regards,

jessica

Jessica Travenia she/her |Program Officer| Richmond Rapid Response Fund;

(R3F) | jessica@edfundwest.org

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Jessica Travenia she/her |Director| Richmond Rapid Response Fund;
(R3F) | jessica@edfundwest.org
West Contra Costa Public Education Fund
1400 Marina Way South, Richmond CA, 94804
510.233.1464 ext.107 | www.edfundwest.org

Schedule a meeting with me!
<https://zcal.co/jessicatravenia>

The Richmond Rapid Response Fund is a fiscally sponsored project of the West Contra Costa Public Education Fund.

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Remittance Info: Inv #Rent Relief Partners
West Contra Costa Public Education Fund
1400 Marina Way S
Richmond, CA 94804
5102331464

JPMorgan Chase Bank, N.A.
Verify: 888-237-9615
90-7162/3222

ITEM H-1
ATTACHMENT 2

7/5/2022

PAY TO THE ORDER OF CITY OF RICHMOND RENT PROGRAM

\$ 10000.00

Ten Thousand and 00/100

DOLLARS

VOID AFTER 90 DAYS



3_9291
CITY OF RICHMOND RENT PROGRAM
440 CIVIC CENTER PLAZA
RICHMOND, CA 94804

John Rottig



From: West Contra Costa Public Education Fund
Pay To: CITY OF RICHMOND RENT PROGRAM

Date: 7/5/2022
Check #: 64080362

Invoice #	Bill Amount	Payment Amount
Rent Relief Partners	\$10,000.00	\$10,000.00
Total		\$10,000.00

**Get paid
2x faster!**

Receive your next payment in your bank account electronically.

- ✓ Track your payments every step of the way
- ✓ Join millions using Bill.com to pay and get paid online

Go to bill.com/epay and enter the code below to get started:

anq01jr5

JobID D6i0CU, PieceID 009291, Page 01 of 01, Feed Inserts 00000000, File Page 9791 of 12297

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RENT RELIEF





ABOUT R3F

- R3F is engaged in advocacy for policies and investments that ensure livable wage, universal basic income, closing racial wealth gap, and just transitions
- Supports community providers, non-profits, and cultural spaces essential to the health and vibrancy of our community
- Focuses on systems change and support of the local economy

R3F advocates for Rent Relief beyond the pandemic. Many emergency and recovery efforts have assumed that the impact of our pandemic is over, but we know that there have been housing disparities in our communities long before the pandemic and the problems have only worsened.



RENT RELIEF PROGRAM

- Provides grant assistance to Richmond residents at risk of eviction due to the COVID-19 pandemic
- Help Richmond residents facing an emergency financial situation afford their housing costs, preventing homelessness and displacement
- Works with communities of color and other marginalized groups being disproportionately impacted by the pandemic
- Provide grants up to \$5,000 to Richmond households
 - Stabilize at least 500 households and prevent families from losing their homes as a result of COVID-19



HOW IT STARTED

In response to the current pandemic, the City of Richmond partnered with community organizations to establish a **Richmond Rapid Response Fund (R3F)** to assist Richmond residents with essential needs related to health, housing, education, economic recovery, healing, and social services

As part of the R3F, a **Rent Assistance and Homelessness Prevention Fund** has been established to provide support for Richmond renters. This fund is intended to provide **emergency financial assistance** to help with rent payments to keep Richmond residents housed during this critical time.



- Over **862 families** were served with direct cash grants, while **77 families** were assisted with rent relief
- R3F has provided **\$431,000 in direct disbursements** and **\$385,000 in rental relief payments**

NEXT STEPS



With statewide support, we redirected towards referrals and now with newly raised funds are beginning our second round of rent relief disbursements

IMPORTANCE OF RENT ASSISTANCE

- Richmond renters are among the most vulnerable to eviction, increasing the likelihood of exposure to COVID-19
- Richmond landlords, a high percentage of whom are “mom and pop” owners, are facing financial ruin if their tenants cannot pay rent.
- Richmond renters and landlords need an effective tool for stabilizing housing and reducing evictions and displacement related to COVID-19.
- Existing rental assistance programs are insufficient to meet the anticipated COVID-19 wave.
- Income has not kept pace with housing costs – in Richmond, income has risen by 9% while housing costs have risen by 14%.

THE

- **NEED** The poverty rate in Richmond has risen to 13.8% of the population.
- Richmond’s unemployment rate has risen from 3.3% pre-COVID-19 to 17%.
- Of the 4,211 eviction notices filed in Richmond in 2019, 96% were for the inability to pay rent.
- We have to prepare before the rent/eviction ordinances expire.



PAST ACCOMPLISHMENTS

ACHIEVED BY THE RENT BOARD*

**ITEM H-1
ATTACHMENT 3**
*The Rent Board was established by the **Richmond Rent Ordinance** -- to promote neighborhood and community stability, healthy housing, and affordability for Richmond tenants

- Renters received financial counseling and information about their rights
- Renters who complete additional financial literacy classes were eligible for additional supports

- Over **\$142,644 dollars in late fees were waived** since the inception of the Rent Program
- **During the pandemic, \$116,962 of late fees were waived** including situations where the landlord was facing financial hardship because their tenants were not paying rent

- Coalition engages over **90 cross-sector stakeholders**, including community partners, non-profits, and the City of Richmond
- **Raised and disbursed over \$150,000 dollars** to Richmond landlords and tenants



PROGRAM GOALS



1

- Establish a sustainable program that can help keep Richmond Home (an anti-displacement and eviction intervention initiative similar to Keep Oakland Housed)

2

- Continue to provide additional financial and asset-building services to help residents create their own financial safety nets and stabilize their housing

3

- Raise \$5 million in rent assistance funds and support 1,000 Richmond households with rent assistance grants of up to \$5,000 per household (or 3 months rent, whichever is less)



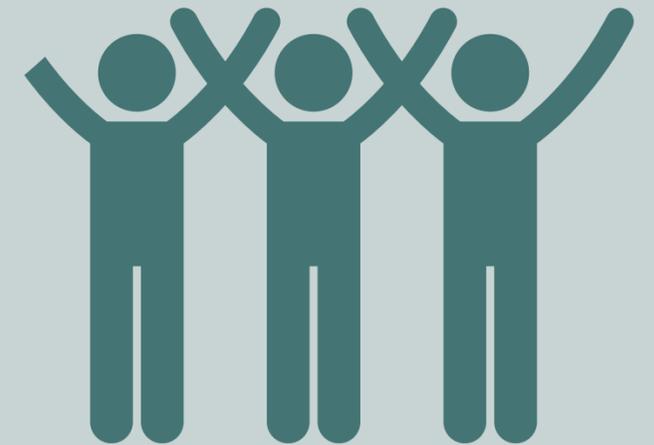
PROGRAM GOALS

4

- Currently have **300K of ARPA funds from the City of Richmond** and hope to leverage private funding or other sources from state or county dollars

5

- We are fundraising jointly to mobilize more resources to residents here in the city of Richmond and to support administrative costs to partners for leading this work



HOW TO DONATE

R3F is seeking to raise \$5 million to assist Richmond residents. Join us in helping keep Richmond residents housed!

R3F has offered:

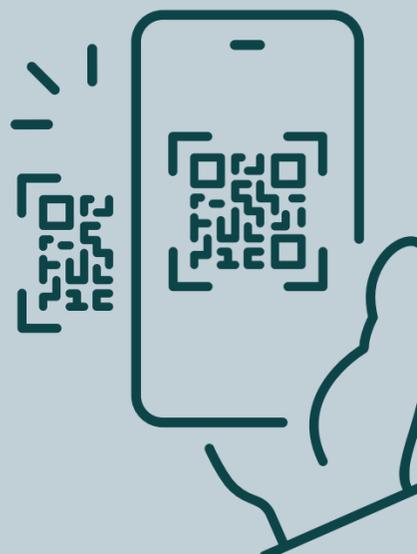
- Rental support for those at risk of eviction
- Support with back rent and deposits
- Counseling to confirm that rent relief is sustainable

For more information on R3F contact our Director:

Jessica Travenia

Jessica@edfundwest.org

1400 Marina Way South, Richmond, CA, 94804



HOW TO APPLY

- Open the application and make a copy
- Fill out the application and gather your required documents
- Submit application and documents to:

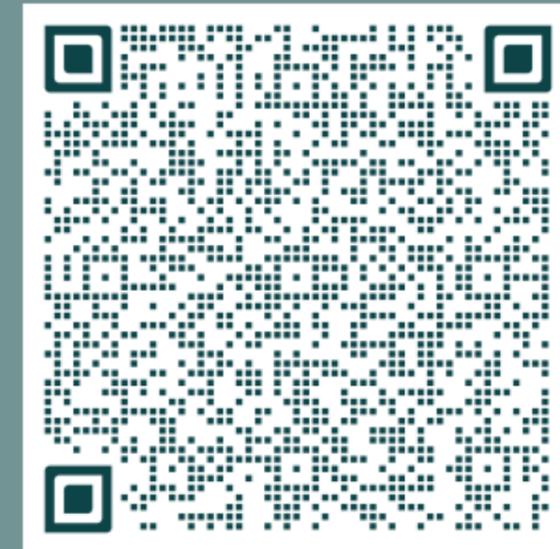
CHDC:

kvizinau@communityhdc.org - Katrina Vizinau, Sr. Housing Counselor
510-221-2527

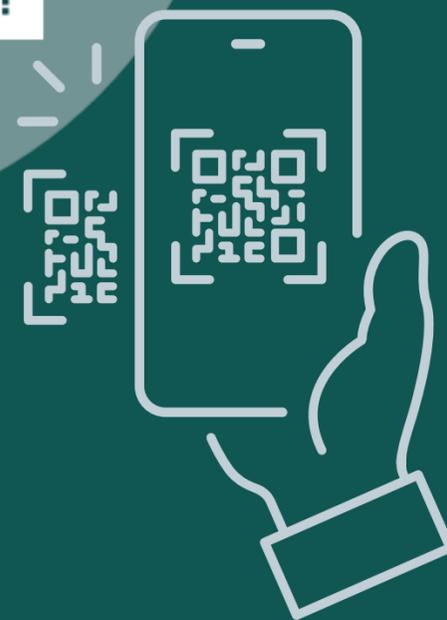
RNHS:

cymone@eastbaynhs.org or contact Cymone Goree, Property Manager
510-237-6459 x1602

Sparkpoint Contra Costa: bgeishirtcantrell@richmondccf.org
Betty Geishirt Cantrell, Senior Director
510-779-3202



SCAN ME



RENT ASSISTANCE PARTNERS

- City of Richmond Community Development Department
- Community Housing Development Corporation
- Richmond Neighborhood Housing Services
- Richmond Rent Program
- Richmond Community Foundation (RCF Connects)
- SparkPoint Contra Costa



PARTNER CONTACT INFORMATION



Nikki Beasley, Richmond Neighborhood Housing Services:

nikkibeasley@eastbaynhs.org | (510) 237-6459 x 1605

Betty Geishirt-Cantrell, SparkPoint Contra Costa:
BGeishirtCantrell@richmondcf.org | (925) 261-6115

Katrina Vizinou, CHDC:

kvizinou@communityhdc.org | (510) 221-2527

Jim Becker, RCF Connects:

jbecker@richmondcf.org | (510) 234-1200 x 303

For general questions about the Rent Assistance Program, contact
Mónica Bejarano, City of Richmond Rent Program,
Monica_Bejarano@ci.richmond.ca.us or (510) 510-234-RENT (7368)

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: August 17, 2022

Final Decision Date Deadline: August 17, 2022

STATEMENT OF THE ISSUE: Council Member Bates has been approached by a constituent who would like to move into a unit they own that is currently rented out. Ordinance No. 02-21, the urgency ordinance the City Council enacted to halt most residential evictions during the pandemic, including owner move-in/owner relative move-in evictions. Before bringing this matter to the City Council for consideration, the recommendation of the Rent Board is requested. The three main options for consideration would be (1) terminating the moratorium, (2) modifying the moratorium to allow a property owner to evict a tenant so that they may move into their property, or (3) take no action and allow the moratorium to continue as is.

INDICATE APPROPRIATE BODY

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

ITEM

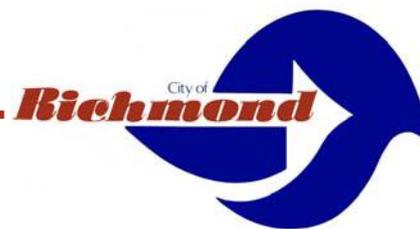
- | | | |
|---|--|---------------------------------|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) | | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Regulation | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Contract/Agreement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

RECOMMENDED ACTION: RECOMMEND the City Council consider the eviction moratorium and (1) terminate the moratorium, (2) amend the moratorium to allow a property owner to evict a tenant so that the owner may move into the property, or (3) make no changes. – Councilmember Bates (510-620-6743)

AGENDA ITEM NO:

H-2.

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AGENDA REPORT

DATE: August 17, 2022

TO: Chair Finlay and Members of the Rent Board

FROM: Nat Bates, Council Member

SUBJECT: RECOMMENDATION TO THE CITY COUNCIL ABOUT AMENDING, TERMINATING THE TEMPORARY EVICTION MORATORIUM TO ALLOW OWNER MOVE INS, OR ALLOWING THE MORATORIUM TO CONTINUE AS IS

STATEMENT OF THE ISSUE:

Council Member Bates has been approached by a constituent who would like to move into a unit they own that is currently rented out. Ordinance No. 02-21, the urgency ordinance the City Council enacted to halt most residential evictions during the pandemic, including owner move-in/owner relative move-in evictions. Before bringing this matter to the City Council for consideration, the recommendation of the Rent Board is requested. The three main options for consideration would be (1) terminating the moratorium, (2) modifying the moratorium to allow a property owner to evict a tenant so that they may move into their property, or (3) take no action and allow the moratorium to continue as is.

RECOMMENDED ACTION:

RECOMMEND the City Council consider the eviction moratorium and (1) terminate the moratorium, (2) amend the moratorium to allow a property owner to evict a tenant so that the owner may move into the property, or (3) make no changes. – Councilmember Bates (510-620-6743)

FISCAL IMPACT:

There is no known fiscal impact to the Rent Board or the City of the proposal.

DISCUSSION:

Background

In response to the global pandemic, in March of 2021, the City Council adopted an ordinance that limited residential evictions.

Key Provisions of the Ordinance include:

During the Local Emergency and continuing for sixty (60) days afterward, a Landlord may not:

- (1) Evict a Tenant or require a Tenant to vacate a Residential unit, including by seeking the entry of an eviction judgment or by causing or permitting a writ of possession to be executed; or
- (2) Represent to a Tenant that the Tenant is required by law to move out of their unit.

The prohibitions 1-2 above do not apply where the sole grounds for eviction stated in the termination notice are:

- (1) A nuisance poses an imminent health or safety threat,
- (2) The Tenant has failed to pay rent that came due between March 1, 2020 and June, 30, 2021 pursuant to Code of Civil Procedure Section 1161(2), and/or
- (3) The termination is to remove the residential real property from the rental market, but only when authorized by Government Code section 7060 et seq. and performed consistent with Richmond Rent Board Regulation Chapter 5.

Other provisions provide that:

- (1) A nuisance that creates an imminent health and safety threat cannot be the Tenant's COVID-19-related illness or exposure to COVID-19, whether actual or suspected.
- (2) Notice statements required by this ordinance shall be written in all languages that the Landlord and/or the Landlord's agents normally use for verbal communications with the Tenant as well as the language in which the lease or agreement was originally negotiated.
- (3) In any action brought to recover possession of a Residential unit where the notice of termination was served during the Local Emergency or sixty (60) days after, a Landlord must allege and prove strict compliance with the Ordinance. Failure to do so shall result in the Landlord having failed to establish its prima facie case.
- (4) Failure to strictly comply with the Ordinance may be asserted as an affirmative defense in any action brought to recover possession of a Residential unit where the notice of termination was served during the Local Emergency or sixty (60) days after

Discussion

Councilmember Bates would like the Council to consider either ending the moratorium on residential evictions or amending it to allow property owners or their qualifying relatives to move into their own property. Councilmember Bates would like the recommendation of the Rent Board before proceeding to the City Council.

Attachment:

Ordinance 02-21

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