



REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND

**RICHMOND CIVIC CENTER AUDITORIUM, BERMUDA ROOM
403 Civic Center Plaza, Richmond, CA 94804**

**AGENDA
Wednesday, July 19, 2023**

Link to Rent Board Meeting Agendas and Accompanying Materials:
www.ci.richmond.ca.us/3375/Rent-Board

Board Chair
Sara Cantor

Board Vice Chair
Karina Guadalupe

Board Members
Elaine Dockens
Tomas Espinoza
Jim Hite

NOTICE: SEATING IN THE DOWNTOWN CONFERENCE ROOM WILL BE LIMITED AND MASKS ARE STRONGLY ENCOURAGED.

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. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, interpretation service or alternative format requested at least two days before the meeting. Requests should be emailed

to cynthia_shaw@ci.richmond.ca.us and rent@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.

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.

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OPEN SESSION TO HEAR PUBLIC COMMENT BEFORE CLOSED SESSION

5:00 PM

A. ROLL CALL

B. PUBLIC COMMENT BEFORE CLOSED SESSION

C. ADJOURN TO CLOSED SESSION

CLOSED SESSION

Catalina Room of the Richmond Civic Center Auditorium

PUBLIC EMPLOYEE EVALUATION (Government Code Section 54957):

Title: Executive Director

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REGULAR MEETING OF THE RICHMOND RENT BOARD

AGENDA

5:30 PM

- A. PLEDGE TO THE FLAG
- B. ROLL CALL
- C. STATEMENT OF CONFLICT OF INTEREST
- D. REPORT FROM LEGAL COUNSEL OF FINAL DECISIONS MADE IN CLOSED SESSION
- E. AGENDA REVIEW
- F. PUBLIC FORUM
- G. RENT BOARD CONSENT CALENDAR
 - G-1. APPROVE the minutes of the May 17, 2023, Regular Meeting of the Richmond Rent Board. *Cynthia Shaw*
 - G-2. APPROVE the minutes of the May 31, 2023, Special Meeting of the Richmond Rent Board. *Cynthia Shaw*
 - G-3. RECEIVE the Fiscal Year 2022-23 Monthly Activity Report through June 2023. *Cynthia Shaw*
 - G-4. RECEIVE the Rent Program FY 2022-23 Monthly Revenue and Expenditure Report through June 2023. *Fred Tran*
 - G-5. RECEIVE the Budgeted versus Actual Revenue and Expenditures Report for the third quarter ending June 30, 2023. *Fred Tran*
 - G-6. APPROVE late fee waiver(s) for June 2023 pursuant to Regulation 425. *Fred Tran*

H. CONTRACTS

- H-1.** APPROVE an amendment to the contract for translation services with The Spanish Group, LLC increasing the contract amount by \$9,500 for Fiscal Year 2023-24, to a total not to exceed \$29,600 for the Fiscal Year 2023-24 (July 1, 2023-June 30, 2024).

Nicolas Traylor

I. REGULATIONS

- I-1.** ADOPT Regulation 842.25 to continue to: (1) Permit the conducting of hearing and appeals through telecommunications and/or videoconferencing; (2) Allow for service via email of any document tied to hearings and appeals; and (3) require that both parties agree in writing to a hearing by telecommunication and/or videoconferencing prior to such a hearing being conducted.

*Nicolas Traylor
Charles Oshinuga*

J. RENT BOARD AS A WHOLE

- J-1.** CONSIDER APPROVING the adjustment of the Executive Director's salary from the Fiscal Year 2018-19 budgeted amount of \$148000 to the Fiscal Year 2023-24 budgeted amount of \$188,080, in addition to any qualifying Executive Management MOU authorized salary adjustments, effective starting July 1, 2023.

Charles Oshinuga

- J-2.** (1) DISCUSS the pros and cons of increasing the time for each public speaker by two minutes, (2) APPROVE the increase of time for each public speaker by two minutes,(3) DIRECT staff to draft an amended Regulation 309(A)11 in accord with the Board's approval, (4) SUBMIT the amended Regulation 309(A)11 for the Board's consideration and adoption at the August 16, 2023, Regular Meeting of the Richmond Rent Board, and (5) DIRECT staff to publicize the amended Regulation on the Board's website and any other appropriate medium prior to promulgation on September 15, 2023.

*Board Member
Elaine Dockens*

K. TRAINING

K-1. RECEIVE training on the Richmond Rent Board Appeals Process.

Charles Oshinuga

L. REPORTS OF OFFICERS/SCHEDULING

M. 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.

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 19, 2023

Final Decision Date Deadline: July 19, 2023

STATEMENT OF THE ISSUE: The minutes of the May 17, 2023, 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

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

RECOMMENDED ACTION: APPROVE the minutes of the May 17, 2023, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

G-1.

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RICHMOND, CALIFORNIA, May 17, 2023

The Regular Meeting of the Richmond Rent Board was called to order at 5:38 P.M.

PLEDGE TO THE FLAG

ROLL CALL

Board Members Present: Dockens, Espinoza, Hite, Vice Chair Guadalupe and Chair Cantor.

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

Absent: None.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

None.

PUBLIC FORUM

Iлона Clark was allowed to speak for four minutes (to accommodate for interpretation). She expressed concerns about an emailed report regarding WRAP on housing she sent to Board Members in April that should have been agendized for the May Regular meeting agenda or included in the packet but was not. Ms. Clark said she hopes staff will translate everything provided to the Rent Board into Spanish for Board Member Espinoza to read and understand. She thanked Board Members for participating in this process. Ms. Clark also mentioned that she will attempt to send the emailed report to the new Board Members again. She also said it would be nice if Board members would weigh into the Executive Director and make themselves available to the public.

General Counsel Charles Oshinuga made a brief statement about Public Forum. He mentioned that every speaker gets two minutes to address the Board unless the speaker needs interpretation.

RENT BOARD CONSENT CALENDAR

On motion from Board Member Hite, seconded by Board Member Dockens, the item(s) marked with an (*) were approved unanimously.

*F-1. Approve the minutes of the April 19, 2023, Regular Meeting of the Richmond Rent Board.

*F-2. Approve the minutes of the May 8, 2023, Special Meeting of the Richmond Rent Board.

*F-3. Receive the Fiscal Year 2022-23 Monthly Activity Report through April 2023.

*F-4. Receive the Rent Program FY 2022-23 Monthly Revenue and Expenditure Report through April 2023.

*F-5. Approve late fee waiver(s) for May 2023 pursuant to Regulation 425.

RENT BOARD AS A WHOLE

G-1. The matter to (1) receive a draft of the Fiscal Year 2023-24 Rent Program Budget and corresponding Rental Housing Fee Study to provide direction to staff; and (2) consider adoption of the Fiscal Year 2023-24 Budget and approval of the Fee Study consistent with Sections 11.100.060(n) and (l) of the Rent Ordinance was presented by Executive Director Nicolas Traylor. The presentation included the background, the objectives and goals of the Program, proposed Rent Program Organizational Chart, proposed Office Assistant Position Addition, proposed increase in Eviction Defense funding, legal services for both property owners and tenants, the proposed Fiscal Year 2023-24 Budget which included, salaries and wages, fringe benefits, professional and administrative services, travel and training, dues and publications, advertising and promotion, administrative expenses, office expenses, postage and mailing expenses, printing and binding, equipment rental, miscellaneous contributions, office supplies, utilities, and supplemental insurance, Cost Pool and noncapital

assets. A financial update which included an expense and revenue summary, 10-year financial projection, a high-level summary, proposed Rental Housing Fee Study, an introduction and background of the Program, proposed fee structure, example services, applicable unit count, proposed budget and rental housing fees, comparison of proposed FY 2023-24 rental housing fee to prior years, comparison to peer jurisdictions, and the recommended action.

A motion was made by Board Member Hite to recess for 10 minutes before continuing Item G-1, seconded by Board Member Dockens. Board Member Dockens made a friendly amendment to Board Member Hite's motion to recess for 15 minutes. Board Member Hite accepted the friendly amendment. The motion to recess for 15 minutes passed unanimously.

The meeting was adjourned for recess at 6:05 PM. The meeting was called back to order at 6:23 PM.

Discussion ensued. The following individuals gave comments: Larisa Casillas and Josua Mejia.

Board Member Dockens made a motion to receive a draft Fiscal Year 2023-24 Rent Program Budget and corresponding Rental Housing Fee Study and adoption of the Fiscal Year 2023-24 Budget and approval of the Fee Study consistent with Sections 11.100.060(n) and (l) of the Rent Ordinance. General Counsel Oshinuga provided clarification that the Board cannot adopt a budget without announcing it to the public and holding a public hearing to allow the public to comment on it. He recommended that the Board focus on receiving the draft Fiscal Year 2023-24 budget and corresponding Rental Housing Fee Study, disregard the part of the motion adopting the budget, and include direction to staff. Board Member Dockens withdrew her motion.

Vice Chair Guadalupe made a motion to think of creative outreach strategies to reach the public. Board Member Espinoza made a friendly amendment to Vice Chair Guadalupe's motion to consider hybrid meetings, interpretation, and translation services for meetings. Vice Chair Guadalupe accepted the friendly amendment. Motion seconded by Board Member Hite. Motion passes by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, Vice Chair Guadalupe, and Chair.

Cantor. Noes: None. **Abstentions:** None. **Absent:** None.

REPORTS OF OFFICERS/SCHEDULING

Executive Director Nicolas Traylor had nothing to report. He welcomed all Board Members to the Rent Board since there was a complete Board. Executive Director Traylor also said one thing that he would like the Board to consider for the future is to institute a practice to issue a Resolution or a statement by the Board for past Rent Board Member's service to the community. He also said that we had many Rent Board Members who served for many years, and he thinks it would be great for this Board to direct staff to come back with resolutions honoring the service of previous Board Members. He added that we have been so busy as an agency over the past five years that honoring their service was one of the things we never got to do, so it's something to consider for the future.

General Counsel Charles Oshinuga welcomed Board Member Espinoza and informed her that he provides multiple trainings to new Board Members. He mentioned that staff would reach out to Board Member Espinoza to schedule the training which can be very long. He also mentioned that Board Members should have their Rent Board Gmail emails established. Rent Board Clerk Cynthia Shaw added that all Rent Board Members were provided with Gmail accounts that week and informed them to check their emails. General Counsel informed all Board Members that just because they received training doesn't mean they can't call or email him to ask questions. He mentioned that he doesn't expect everyone to learn everything from one training because the trainings are super long with a lot of information to retain. He told them to please feel free to reach out whenever they have any questions. He also said that if the questions are not appropriate for him to answer, he will forward it to the appropriate person who can.

Executive Director Nicolas Traylor mentioned that in addition to the legal training that General Counsel Oshinuga provides, staff also will provide general training on the Rent Program and the Rent Ordinance. He mentioned that most of the Board Members have already completed the general training.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:28 P.M.

Cynthia Shaw
Staff Clerk

(SEAL)

Approved:

Rent Board Chair

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 19, 2023

Final Decision Date Deadline: July 19, 2023

STATEMENT OF THE ISSUE: The minutes of the May 31, 2023, Special Meeting of the Richmond Rent Board require approval.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE the minutes of the May 31, 2023, Special Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

G-2.

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RICHMOND, CALIFORNIA, May 31, 2023

The Special Meeting of the Richmond Rent Board was called to order at 5:08 P.M.

PLEDGE TO THE FLAG

ROLL CALL

Board Members Present: Espinoza, Hite, Vice Chair Guadalupe and Chair Cantor.

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

Absent: Board Member Dockens.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

None.

PUBLIC FORUM

Lorraine Pitre, a housing provider for 25 years, expressed concerns about the legal services provided to tenants and the same level of service not provided to housing providers. She mentioned that, for this Fiscal Year, the legal services amount for housing providers would go up to \$70,000. Executive Director Nicolas Traylor stated at a meeting that legal services would be provided for a housing provider with five units or less. She mentioned that she disagrees with allowing housing providers with five or fewer units because mom-and-pop can be made up of different factors. She feels that five units or less and the mom-and-pop definition needs to be better defined. Then she said she would like to know more about what the \$70,000 is allocated to the housing providers for, what that means, and how those legal services will be in comparison to what the tenants receive. She also added that housing providers have faced unfairness over the years. Ms. Pitre also expressed concerns that no housing providers are on the Rent Board. She

feels that it is an unfair representation of the community. She also expressed that tenants and housing providers should be working together. Unfortunately, if you are a tenant who has never owned or managed a property, like a housing provider, then it would be difficult to understand how to operate. She added that is why it is important to have input from all constituents.

Iлона Clark, a resident of Richmond for 20 years, expressed concerns about former Rent Board Vice Chair Mishek stating on social media that no housing providers could be found to serve on the Rent Board, that's why this Board is has renters for the first time. Ms. Clark added that she is unsure what would happen if Ms. Mishek knew about the submitted applications. Still, former Board Member Vasilas and Conner would have re-upped if given the opportunity. She mentioned that she is unsure how Ms. Mishek could be unaware since she was on the Board with these housing provider members. She also stated she thinks Ms. Mishek now presents the optics of an unbalanced Board, which is not good, but the language of Measure L covers the issue; you can have an all-renter Board. She also said that she doesn't understand why Ms. Mishek feels she has to lie; it makes her feel like it's not right. The previous Board Members are still available, their paperwork is submitted, and they seem to have been ignored. Ms. Clark also added that she had been around since the beginning of Rent Control, and no one had reached out to her to apply. She said she doesn't understand the dishonesty and thinks it needs to be considered.

RENT BOARD AS A WHOLE

F-1. The matter to receive the Agenda Report and discuss the objective of the Fiscal Year 2023-24 Rent Program Operating Budget options and corresponding Rental Housing Fee and approved Option B, presented by Executive Director Nicolas Traylor. The presentation included the Statement of the Issue, the fiscal impact of proposed budget options, the background and discussion, direction provided at the May 17, 2023 Rent Board meeting, an overview of the interpretation services at the Rent Board meetings, and translation of Rent Board documents with the cost options for interpretation services, the cost options for translation of Rent Program and Rent Board documents, additional staff costs to support for increased interpretation and translation services, the impact on agency of translating all Rent Board agenda packets, Option A versus Option B costs, an alternative option for

translation, Staff recommendation which included adopting Budget Option B, conducting hybrid Rent Board meetings, the development of creative outreach strategies, and a recommended action.

A motion was made by Chair Cantor to recess for 5 minutes before continuing Item F-1, seconded by Board Member Hite. The motion to recess for 5 minutes passed with Board Member Dockens absent. The meeting was adjourned for recess at 5:39 PM. The meeting was called back to order at 5:45 PM.

Discussion ensued. The following individuals commented: Ilona Clark and Chris Schildt of Urban Habitat. A motion made by Vice Chair Guadalupe, seconded by Board Member Hite, to approve option B for the Fiscal Year 2023-24 Rent Program Operating Budget and corresponding Rental Housing Fee with an amendment, adding an interpreter for a total of two interpreters, passed by the following vote: **Ayes:** Board Members Hite, Vice Chair Guadalupe, and Chair Cantor. **Noes:** Board Member Espinoza. **Abstentions:** None. **Absent:** Board Member Dockens.

REPORTS OF OFFICERS/SCHEDULING

Executive Director Nicolas Traylor had nothing to report. Still, he mentioned that staff will contact Board Members about availability for a special budget meeting in June to meet the deadline to go to the City Council on June 27th.

Chair Cantor informed the Board that the meeting would be to vote on the Fiscal Year 2023-24 Budget and, if they had any questions, to speak with staff before the next meeting.

General Counsel Charles Oshinuga mentioned that we would have to publish the Budget with option B with the additional interpreters; that the Budget is published in the public newspaper, which would be the Budget the Board would consider.

He mentioned that he does agree with the Chair's recommendation to reach out to Staff if they had any questions, especially about outreach, mom & pop property owners, whatever questions, they should reach out to staff. He also mentioned that when the Budget is presented at the next meeting, if a Board Member decides that option B isn't the best option, what would happen next if the Board Member decided not to vote on it and adopt the Budget. Another meeting would be scheduled, and staff will have to repost the

announcement in the newspaper, include whatever the Board tells Staff, and go through the budget process again. General Counsel Oshinuga also mentioned that it would be troubling if the Budget isn't adopted by the end of the fiscal year. We would not be able to spend money because anything we spend in the current fiscal year will not carry over to the next fiscal year.

Chair Cantor asked General Counsel Oshinuga if the Board decided to amend the outreach plan presented at the next meeting since they haven't seen it or reallocate funds or make changes to the Budget, is the Board still required to vote on it, or would another Board meeting be necessary? General Counsel Oshinuga recommended that another meeting could be scheduled if time permits, before the regular meeting on June 21st; that way, they can discuss the outreach plan or changes to the Budget and direct Staff with any changes. Chair Cantor asked Board Members if they would like to meet in the upcoming week to discuss the outreach plan to make any adjustments.

Board Member Hite mentioned that he feels the Board is good with what they have agreed upon on already. He also mentioned that they should spend the first year trying to learn and figure it out.

Vice Chair Guadalupe mentioned that a special meeting in the upcoming week would be helpful.

Board Member Espinoza agreed that a special meeting would be a good idea.

General Counsel Oshinuga recommended that staff email each Board Member to find out everyone's availability for the upcoming week for a special meeting.

General Counsel Oshinuga responded to Board Member Hite's comment since the Board was thrown into the Budget process, and there's not much time, and they were asked to do so many things with so much information; ordinarily, they would have the whole fiscal year to prepare and would have already had several meetings to discuss outreach or any other interests, so when the Budget comes before them, they would have a greater sense of what has been done historically or intend to do going forward. He also mentioned that ordinarily, if an individual Board Member emails staff to let them know what they want, staff would let them know it's for discussion at a Board meeting, but for the nature of time for this year's Budget, staff will make an exception and accept emailed requests from Board Members for any changes.

ADJOURNMENT

There being no further business, the meeting was adjourned
at 7:42 P.M.

Cynthia Shaw

Staff Clerk

(SEAL)

Approved:

Rent Board Chair

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 19, 2023

Final Decision Date Deadline: July 19, 2023

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

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: RECEIVE the Fiscal Year 2022-23 Monthly Activity Report through June 2023 - Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

G-3.

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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
		Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	
		MTD ACTUAL	YTD TOTAL											
3 Public Information & Enrollment Unit														
5 Rent/Eviction Counseling Appointments By Phone		178	187	218	225	276	218	329	170	206	139	172	145	2,463
6 Rent/Eviction Counseling Appointments By Walk-ins		4	2	8	15	16	15	18	20	30	50	25	34	237
7 Rent/Eviction Counseling Questions Addressed By Email		156	213	180	139	200	184	215	124	76	45	62	67	1,661
8 TOTAL RENT/EVICTION COUNSELING APPOINTMENTS		338	402	406	379	492	417	562	314	312	234	259	246	4,361
9 Rent/Eviction Counseling Sessions Conducted in Spanish		38	26	20	18	21	13	14	29	45	41	43	28	336
10 Rent/Eviction Counseling Sessions Conducted in Mandarin		-	-	-	-	-	-	-	-	-	-	-	-	-
11 Rent/Eviction Counseling Sessions Conducted in Cantonese		-	1	-	-	-	-	-	-	-	-	-	-	1
12 Rent/Eviction Counseling Sessions Conducted in Another Language		-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL RENT/EVICTION COUNSELING APPOINTMENTS IN A LANGUAGE OTHER THAN ENGLISH		-	27	20	18	21	13	43	29	45	41	43	28	328
14 Legal Service Referrals		20	19	22	16	38	34	45	30	26	33	30	34	347
17 Mediations Conducted		11	3	-	3	5	3	5	3	4	3	15	20	75
18 Assists from Front Office Staff		5	5	7	5	5	5	16	28	82	70	26	73	327
19 Courtesy Compliance Letters Sent		38	224	245	261	295	121	14	3	-	4	128	6	1,339
20 Community Workshop Attendees		-	-	-	-	-	-	-	-	-	-	-	-	-
21 Hard Copy Rent Increase Notices Processed		62	52	42	34	50	25	9	10	18	3	-	3	308
22 Hard Copy Termination of Tenancy Notices Processed		7	5	8	15	7	7	8	12	7	1	-	7	84
24		69	57	50	49	57	32	17	22	25	4	-	10	392
25 Billing/Enrollment/Registration Counseling Appointments In-Person		-	-	1	-	-	-	2	1	5	4	3	11	27
26 Billing/Enrollment/Registration Counseling Appointments By Phone		36	108	106	36	58	41	20	8	11	35	7	32	498
27 Billing/Enrollment/Registration Counseling Questions Addressed By Email		51	114	77	41	51	64	37	24	11	31	1	30	532
28 TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS		87	222	183	77	109	105	57	32	22	66	8	62	1,030
29 Enrollment/Tenancy Registration Packets Mailed		10	1	38	13	15	13	21	14	11	14	14	22	186
30 Enrollment Forms Processed		25	24	31	7	18	50	67	19	15	13	23	25	317
31 Rental Housing Fee Invoices Generated		29	5,629	145	8	357	294	37	2	42	13	12	27	6,595
32 Checks Processed		8	391	496	151	65	75	4	7	8	6	2	9	1,222
33 Checks Returned		2	7	6	53	10	10	1	-	-	1	-	1	91
34 Tenancy Registrations Received		30	13	100	20	15	15	77	3	33	40	19	23	388
35 Rental Units Discovered Not in Database		1	2	4	3	5	8	11	12	10	7	4	17	84
36 Property Information Updated		46	82	9	12	106	6	72	64	13	7	46	108	571
37 Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)		-	7	15	68	26	21	11	-	7	19	24	19	217
38 Applications for Administrative Determination of Exempt/Inapplicable Status Received		2	7	12	6	7	6	10	4	-	-	6	2	62
39 Administrative Determination of Exempt/Inapplicable Status Issued		-	-	-	-	2	6	-	3	-	-	4	-	15
40 Declarations of Exemption Processed		-	-	-	33	-	2	-	13	18	-	-	-	66
41 LEGAL UNIT														
42 Public Records Act Requests Received		2	1	2	7	2	3	4	-	4	2	2	4	33
43 Owner Move-In Eviction Termination of Tenancy Notices Reviewed		-	-	-	-	1	4	1	1	2	-	1	-	10
44 Withdrawal from the Rental Market (Ellis Act) Termination of Tenancy Notices Reviewed		-	-	2	2	-	-	-	-	-	-	-	1	5
45 Substantial Repairs Termination of Tenancy Notices Reviewed		-	-	-	-	-	-	-	-	-	-	-	-	-
46 Appeal Hearings Held		-	-	1	-	-	1	1	-	1	-	-	-	4
47 HEARINGS UNIT														
50 Consultations with Hearings Unit Coordinator By Phone		3	5	13	4	2	2	5	9	12	5	3	1	64
51 Hearings-Related Questions Addressed by Email		34	43	54	31	26	20	42	33	38	35	35	12	403
52 TOTAL HEARINGS-RELATED CONSULTATIONS		37	48	67	35	28	22	47	42	50	40	38	13	467
53 MNOI Petitions Received (Attachment A)		-	-	-	-	-	3	-	-	-	-	-	-	3
54 Increased in Occupants Petitions Received (Attachment B)		1	-	-	-	1	-	-	-	-	1	-	-	3
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	3	-	-	-	1	-	-	6
58 Landlord Petition to Determine Exempt Status Received		-	-	-	-	-	-	-	-	-	-	-	-	-
59 TOTAL LANDLORD PETITIONS RECEIVED		2	-	-	-	2	6	-	-	-	2	-	-	12
60 Excess Rent or Failure to Return Sec Dep Petitions Received (Attachment A)		1	-	-	-	1	-	1	1	4	-	2	-	10
61 Decrease in Space/Services or Habitability Petitions Received (Attachment B)		1	1	-	-	-	-	1	-	10	-	2	3	18
62 Reduction in Number of Tenants Petitions Received (Attachment C)		-	-	-	-	-	-	-	-	-	-	-	-	-
63 Tenant Petition Based on Multiple Grounds		1	1	-	-	1	-	2	1	10	-	3	3	22
64 Tenant Petition for Rent Withholding Petitions Received		-	-	-	-	-	-	-	-	-	-	-	-	-
65 Tenant Petition for Failure to Pay Relocation Payment Petitions Received		-	1	-	-	-	1	-	2	-	-	-	4	8
66 TOTAL TENANT PETITIONS RECEIVED		3	3	-	-	2	1	4	4	24	-	7	10	58
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
		Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	
		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	-	1	-	1	-	-	-	2	-	-	1	1	6
71	Subpoena(s)	-	-	1	-	-	-	-	-	-	-	-	-	1
72	TOTAL OTHER PETITIONS RECEIVED	-	1	1	1	-	-	-	2	-	-	1	1	7
73	Decisions Ordered	1	2	1	1	2	2	-	2	-	2	-	-	13
74	Cases Settled	2	3	1	1	-	-	4	1	-	1	2	1	16
75	Cases Dismissed	-	-	-	-	-	2	1	-	-	-	-	-	3
76	Petitions Withdrawn	1	-	-	-	1	-	-	1	-	-	1	-	4
77	TOTAL CASES CLOSED	4	5	2	2	3	4	5	4	-	3	3	1	36
78	Appeals Received	1	2	-	-	-	-	-	1	1	-	-	-	5
79	Total Open Cases (Tenant Petitions)	3	2	2	2	2	4	5	3	11	11	7	7	59
80	Total Open Cases (Landlord Petitions)	14	13	9	5	8	9	4	4	4	4	1	1	76
81	Total Open Cases (Other Petitions)	-	1	-	-	-	-	-	1	-	-	4	4	10
82	TOTAL OPEN CASES	17	16	11	7	10	13	9	8	15	15	12	12	145
83	Form Submissions													
84	Agent Authorization	-	-	-	-	-	-	-	-	-	-	-	-	-
85	Proof of Excess Rent Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
86	Proof of Permanent Relocation Payment	-	-	1	-	-	-	-	-	3	-	-	-	4
87	Proof of Temporary Relocation Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
88	Change in Terms of Tenancy	22	19	23	13	2	7	-	10	15	11	-	20	142
89	TOTAL RENT INCREASE NOTICES FILED	213	218	114	78	128	33	31	22	32	21	-	25	915
90	Termination of Tenancy - Nonpayment of Rent	86	112	94	133	105	84	49	22	20	23	-	21	749
91	Termination of Tenancy - Breach of Lease	1	2	3	2	4	-	2	-	5	1	-	4	24
92	Termination of Tenancy - Failure to Give Access	-	-	-	-	-	-	-	-	-	-	-	-	-
93	Termination of Tenancy - Nuisance	-	3	-	2	3	2	-	2	-	1	-	-	13
94	Termination of Tenancy - Withdrawal from the Rental Market	1	-	-	5	-	-	-	-	-	-	-	-	6
95	Termination of Tenancy - Owner Move-In	-	-	-	-	6	4	1	-	-	-	-	-	11
96	Termination of Tenancy - Substantial Repairs	-	-	-	-	-	-	-	-	-	-	-	-	-
97	Termination of Tenancy - Temporary Tenancy	-	-	-	-	-	-	-	1	-	-	-	-	1
98	TOTAL TERMINATION OF TENANCY NOTICES FILED	88	117	97	142	118	90	52	25	25	25	-	25	804

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 19, 2023

Final Decision Date Deadline: July 19, 2023

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 June 2023 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

G-4.

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ITEM G-4 ATTACHMENT 2

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

OBJECT	ORIGINAL BUDGET	ADOPTED BUDGET	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9	Period 10	Period 11	Period 12	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
			July	August	September	October	November	December	January	February	March	April	May	June				
340445																		
Rental Housing Fees	(3,062,687.00)	(3,062,687.00)	(28,326.50)	(766,007.22)	(768,831.20)	(288,653.83)	(180,530.95)	(57,691.70)	(133,172.75)	(40,098.90)	(167,178.70)	(55,696.75)	(22,607.00)	(44,855.50)	-	(2,553,651.00)	(509,036.00)	83.4%
TOTAL LICENSES, PRMITS&FEES	(3,062,687.00)	(3,062,687.00)	(28,326.50)	(766,007.22)	(768,831.20)	(288,653.83)	(180,530.95)	(57,691.70)	(133,172.75)	(40,098.90)	(167,178.70)	(55,696.75)	(22,607.00)	(44,855.50)	-	(2,553,651.00)	(509,036.00)	83.4%
361701	(14,000.00)	(14,000.00)	-	-	-	(5,706.79)	-	-	(12,246.70)	-	-	(16,093.65)	-	-	-	(34,047.14)	20,047.14	243.2%
361705	-	-	-	-	-	1,446.34	-	-	921.13	-	-	32.45	-	-	-	2,399.92	(2,399.92)	100.0%
TOTAL INTEREST & REALIZED INCOME	(14,000.00)	(14,000.00)	-	-	-	(4,260.45)	-	-	(11,325.57)	-	-	(16,061.20)	-	-	-	(31,647.22)	17,647.22	226.1%
364855	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0%
364867	(30,000.00)	(30,000.00)	-	-	(7,454.91)	(2,545.60)	-	-	(21,156.00)	-	(8,921.64)	-	-	-	-	(40,078.15)	10,078.15	133.6%
337373	(30,000.00)	(30,000.00)	-	(10,000.00)	(7,454.91)	(2,545.60)	-	-	(21,156.00)	-	(8,921.64)	-	-	-	-	(50,078.15)	10,078.15	166.9%
TOTAL OTHER REVENUE	(30,000.00)	(30,000.00)	-	(10,000.00)	(7,454.91)	(2,545.60)	-	-	(21,156.00)	-	(8,921.64)	-	-	-	-	(50,078.15)	10,078.15	166.9%
TOTAL REVENUE	(3,106,687.00)	(3,106,687.00)	(28,326.50)	(776,007.22)	(776,286.11)	(295,459.88)	(180,530.95)	(78,847.70)	(144,498.32)	(49,020.54)	(167,178.70)	(55,696.75)	(38,668.20)	(44,855.50)	-	(2,635,376.37)	(471,310.63)	84.8%
400001	719,901.00	719,901.00	58,309.76	58,309.76	58,309.76	58,309.76	58,309.76	58,309.76	61,225.26	61,225.26	61,225.26	61,225.26	61,225.26	108,511.11	-	764,495.97	(44,594.97)	106.2%
400002	313,701.00	313,701.00	13,345.14	25,351.72	25,351.72	25,351.72	25,351.72	26,323.14	27,639.30	27,639.30	27,639.30	27,639.30	27,639.30	27,994.24	-	307,265.90	6,435.10	97.9%
400003	200,427.00	200,427.00	16,347.30	16,347.30	16,347.30	16,347.30	16,347.30	16,347.30	17,164.66	17,164.66	17,164.66	17,164.66	17,164.66	24,387.56	-	208,949.03	(8,521.03)	104.3%
400006	-	-	2,751.83	519.90	1,600.90	1,445.49	1,391.08	2,136.21	2,120.71	1,291.37	1,625.50	1,798.06	2,232.37	2,534.06	-	21,447.48	(21,447.48)	100.0%
400031	-	-	-	75.69	62.12	50.46	199.92	300.86	12.24	-	-	-	-	100.66	-	801.95	(801.95)	100.0%
400048	8,342.00	8,342.00	682.14	782.14	782.14	882.14	882.14	916.26	916.26	916.26	916.26	916.26	916.26	1,338.75	-	10,712.89	(2,370.89)	128.4%
400049	4,200.00	4,200.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	-	4,200.00	-	100.0%
TOTAL SALARIES AND WAGES	1,246,571.00	1,246,571.00	91,786.17	101,636.51	102,803.94	102,736.87	102,831.92	104,649.41	109,428.43	108,586.85	109,061.15	109,350.14	109,784.45	165,216.38	-	1,317,872.22	(71,301.22)	105.7%
400103	18,207.00	18,207.00	1,345.70	1,477.98	1,498.54	1,493.94	1,495.32	1,524.73	1,621.40	1,579.63	1,586.50	1,590.70	1,596.99	2,408.03	-	19,219.46	(1,012.46)	105.6%
400105	232,291.00	232,291.00	16,449.48	19,545.08	19,545.08	19,545.08	19,545.08	19,545.08	20,777.22	20,777.22	20,777.22	20,777.22	20,777.22	20,777.22	-	238,838.20	(6,547.20)	102.8%
400106	17,520.00	17,520.00	1,217.00	1,460.40	1,460.40	1,387.32	1,387.32	1,387.32	1,387.32	1,387.32	1,387.32	1,387.32	1,387.32	1,387.32	-	16,623.68	896.32	94.9%
400109	216.00	216.00	13.30	18.36	18.36	18.36	18.36	18.36	18.36	18.36	18.36	18.36	18.36	18.36	-	217.26	(1.26)	100.6%
400110	6,750.00	6,750.00	750.00	-	250.00	-	-	-	-	-	-	-	-	500.00	-	1,500.00	5,250.00	22.2%
400111	2,052.00	2,052.00	143.10	171.72	171.72	166.44	166.44	166.44	166.44	166.44	166.44	166.44	166.44	166.44	-	1,984.50	67.50	96.7%
400112	4,139.00	4,139.00	281.43	327.53	327.53	327.53	327.53	327.53	327.53	327.53	327.53	327.53	327.53	327.53	-	3,884.26	254.74	93.8%
400114	12,342.00	12,342.00	462.00	525.04	526.09	526.09	526.09	531.19	557.70	557.70	559.04	559.04	559.04	583.38	-	6,472.40	5,869.60	52.4%
400116	5,472.00	5,472.00	456.00	494.00	494.00	494.00	494.00	532.00	532.00	494.00	494.00	532.00	532.00	494.00	-	6,042.00	(570.00)	110.4%
400117	2,250.00	2,250.00	-	-	-	-	-	213.43	2,038.57	-	-	-	-	2,250.00	-	-	-	100.0%
400121	17,697.00	17,697.00	1,234.78	1,190.12	1,113.16	1,065.91	1,114.63	1,180.43	1,228.64	1,155.41	1,184.92	1,200.16	1,238.49	1,880.27	-	14,806.92	2,890.08	83.7%
400122	70,286.00	70,286.00	4,872.54	5,688.98	5,688.98	5,688.98	5,688.98	5,755.04	6,042.80	6,042.80	6,042.80	6,042.80	6,042.80	9,282.39	-	72,879.89	(2,593.89)	103.7%
400127	40,723.00	40,723.00	2,904.66	3,300.28	3,300.28	3,300.28	3,300.28	3,332.34	2,420.66	2,420.66	2,423.86	2,426.52	2,426.52	3,064.03	-	34,619.77	6,103.23	85.0%
400130	-	-	35.78	6.76	20.97	18.79	18.38	28.08	27.73	16.79	21.14	23.38	29.02	32.95	-	279.77	(279.77)	100.0%
400149	156,287.00	156,287.00	11,156.46	12,666.88	12,679.46	12,692.04	12,692.04	12,814.25	13,453.74	13,453.74	13,471.37	13,486.02	13,486.02	20,440.06	-	162,492.08	(6,205.08)	104.0%
400151	286,056.00	286,056.00	19,865.10	23,838.12	23,838.12	23,838.12	23,838.12	23,838.12	23,838.12	23,838.12	23,838.12	23,838.12	23,838.12	23,838.12	-	282,084.42	3,971.58	98.6%
TOTAL FRINGE BENEFITS	872,288.00	872,288.00	61,188.73	70,711.25	70,952.69	70,562.88	70,612.57	71,192.34	74,438.23	72,235.72	72,298.62	72,375.61	72,425.87	85,200.10	-	864,194.61	8,093.39	99.1%
400201	143,455.00	146,455.00	-	260.16	813.00	732.57	522.57	1,171.12	1,063.65	681.99	681.51	502.57	3,877.57	2,342.57	-	12,649.28	121,280.00	17.2%
400206	210,000.00	210,000.00	12,500.00	10,416.00	(2,084.00)	10,416.00	16,666.00	16,666.00	22,916.00	10,416.00	22,916.00	10,416.00	22,916.00	10,416.00	-	164,576.00	22,500.00	89.3%
400245	800.00	800.00	-	-	-	-	-	935.00	-	-	-	-	2,315.25	-	-	3,250.25	(2,450.25)	406.3%
400261	1,650.00	1,650.00	-	-	-	-	-	-	985.75	-	-	463.00	-	1,688.63	-	239.88	(38.63)	102.3%
400271	800.00	800.00	-	-	649.00	-	-	-	-	-	-	-	-	649.00	-	-	151.00	81.1%
400280	5,380.00	5,380.00	-	96.01	98.03	543.98	-	884.78	442.39	-	442.39	890.26	528.58	447.87	-	4,374.29	1,005.71	81.3%
TOTAL PROF & ADMIN SERVICES	362,085.00	365,085.00	12,500.00	10,772.17	(1,172.97)	12,341.55	17,188.57	19,656.90	25,407.79	11,097.99	24,039.90	12,271.83	29,877.28	13,206.44	35,449.72	187,187.45	142,447.83	61.0%
400231	17,300.00	17,300.00	137.37	-	-	3,272.45	599.65	391.35	234.78	42.12	233.40	84.90	797.86	-	-	5,793.88	11,506.12	33.5%
400232	24,404.00	24,104.00	-	-	-	1,352.24	-	150.57	6.63	-	20.40	487.82	358.87	-	-	2,376.53	21,727.47	9.9%
400233	500.00	500.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	500.00	0.0%
400304	9,000.00	9,000.00	-	-	186.58	594.66	186.58	186.58	695.95	-	186.58	373.15	657.94	186.58	2,045.64	3,254.60	3,699.76	58.9%
400321	2,000.00	2,000.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	2,000.00	0.0%
400322	2,000.00	2,000.00	-	-	-	-	-	-	-	-	-	-	141.15	235.90	250.43	627.48	1,372.52	31.4%
400341	5,000.00	5,000.00	-	460.95	(316.61)	359.09	-	177.01	123.28	-	466.90	2,059.21	576.49	2,410.00	-	6,316.32	(1,316.32)	126.3%
TOTAL OTHER OPERATING	60,204.00	59,904.0																

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 19, 2023

Final Decision Date Deadline: July 19, 2023

STATEMENT OF THE ISSUE: As part of the Fiscal Year 2021-22 budget development process, management staff consulted with Kevin Harper, CPA, to implement a series of budgetary best practices for the Rent Program and Rent Board. As Kevin Harper advised in his March 12, 2020, memorandum, "a key element of an effective budget process is monitoring actual results against the budget throughout the year. This is done on a quarterly basis to allow management time to make adjustments if necessary to expenditures, policies or operations." In accordance with Kevin Harper's advice, staff members have prepared the report for the fourth quarter ending June 30, 2023, for the Board's receipt.

INDICATE APPROPRIATE BODY

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

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

RECOMMENDED ACTION: RECEIVE the Budgeted versus Actual Revenue and Expenditures Report for the fourth quarter ending June 30, 2023 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

G-5.

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ITEM G-5

RICHMOND RENT PROGRAM BUDGET VS ACTUAL REPORT - REVENUES AND EXPENDITURES QUARTER ENDED JUNE 30, 2023

	QUARTER ENDED 6/30/2023			YEAR-TO-DATE 6/30/2023			VARIANCE EXPLANATION (a)
	BUDGET	ACTUAL	VARIANCE	BUDGET	ACTUAL	VARIANCE	
REVENUES							
Fees (includes revenue from collections agency)	\$ (153,134)	\$ (123,159)	\$ 29,975	\$ (3,062,687)	\$ (2,553,651)	\$ 509,036	
Other Income	(11,000)	(16,061)	(5,061)	(44,000)	(81,725)	(37,725)	Grant received to assist with Rent Assistance and increase in collections
TOTAL REVENUES	(164,134)	(139,220)	24,914	(3,106,687)	(2,635,376)	471,311	
EXPENDITURES							
Salaries & Wages							
SALARIES & WAGES/Executive	179,975	230,962	(50,986)	719,901	764,496	(44,595)	
SALARIES & WAGES/Mgmt-Local 21	78,425	83,273	(4,848)	313,701	307,266	6,435	
SALARIES & WAGES/Local 1021	50,107	59,230	(9,123)	200,427	208,948	(8,521)	
SALARIES & WAGES/PT- Temp	-	6,564	(6,564)	-	21,447	(21,447)	Adopted Budget line item amount has not been inputted by Finance Department
OVERTIME/General	-	101	(101)	-	802	(802)	Adopted Budget line item amount has not been inputted by Finance Department
OTHER PAY/Bilingual Pay	2,086	3,171	(1,086)	8,342	10,713	(2,371)	Hired Analyst that speaks Spanish, bilingual pay approved by HR
OTHER PAY/Auto Allowance	1,050	1,050	-	4,200	4,200	-	
OTHER PAY/Medical- in Lieu of	-	-	-	-	-	-	
OTHER PAY/Bonuses	-	-	-	-	-	-	
Subtotal Salaries & Wages	311,643	384,351	(72,708)	1,246,571	1,317,872	(71,301)	
Benefits							
P-ROLL BEN/Medicare Tax-ER Shr	4,552	5,596	(1,044)	18,207	19,219	(1,012)	
P-ROLL BEN/Health Insurance Benefit	58,073	62,332	(4,259)	232,291	238,838	(6,547)	
P-ROLL BEN/Dental Insurance	4,380	4,162	218	17,520	16,624	896	
P-ROLL BEN/Employee Assistance	54	55	(1)	216	217	(1)	
P-ROLL BEN/Professional Dev-Mg	1,688	500	1,188	6,750	1,500	5,250	To date, Staff has utilized less professional development
P-ROLL BEN/Vision	513	499	14	2,052	1,985	67	
P-ROLL BEN/Life Insurance	1,035	983	52	4,139	3,884	255	
P-ROLL BEN/Long Term Disability	3,086	1,701	1,384	12,342	6,472	5,870	Less LTD Insurance paid due to date and budgeted by Finance
P-ROLL BEN/Unemployment Ins	1,368	1,558	(190)	5,472	6,042	(570)	
P-ROLL BEN/Personal/Prof Dev	563	-	563	2,250	2,250	-	
P-ROLL BEN/Worker Comp-Clerical	4,424	4,319	105	17,697	14,807	2,890	
P-ROLL BEN/Worker Comp-Prof	17,572	21,368	(3,796)	70,286	72,880	(2,594)	
P-ROLL BEN/OPEB	10,181	7,917	2,264	40,723	34,620	6,103	
P-ROLL BEN/PARS Benefits	-	85	(85)	-	280	(280)	PARS charge was not originally budgeted
P-ROLL BEN/PERS-Misc.	39,072	47,412	(8,340)	156,287	162,492	(6,205)	
P-ROLL BEN/PERS-Misc. (UAL)	71,514	71,514	(0)	286,056	282,084	3,972	
Subtotal Benefits	218,072	230,002	(11,930)	872,288	864,195	8,093	
Professional & Administrative Services							
PROF SVCS/Professional Svcs	36,614	6,723	29,891	146,455	12,649	133,806	Awaiting Finance Department approval for system upgrade and City-wide system being considered
PROF SVCS/Legal Serv Cost	52,500	43,748	8,752	210,000	164,576	45,424	
Travel & Tmg/Tuition Rmb/Cert	200	2,315	(2,115)	800	3,250	(2,450)	Mediations seminar, reclass to Professional Services if necessary
Travel & Tmg/Registration Fee	413	703	(290)	1,650	1,689	(39)	
Ad & Promo/Advertising & Promo Materials	200	-	200	800	649	151	
Adm Exp/Program Supplies	1,345	1,867	(522)	5,380	4,374	1,006	Less supplies used due to less staff on site
Subtotal Professional, Travel, & Admin Services	91,271	55,356	35,916	365,085	187,187	177,898	
Other Operating Expenditures							
OFF EXP/Postage & Mailing	4,325	883	3,442	17,300	5,794	11,506	Mailing project delayed - will resume in following Fiscal Year
OFF EXP/Printing & Binding	6,026	847	5,179	24,104	2,377	21,727	Mailing project delayed - will resume in following Fiscal Year
OFF EXP/Copying & Duplicating	125	-	125	500	-	500	Mailing project delayed - will resume in following Fiscal Year
RENTAL EXP/Equipment Rental	2,250	1,218	1,032	9,000	3,255	5,745	Mailing project delayed - will resume in following Fiscal Year
MISC EXP/Misc. Contrib	500	-	500	2,000	-	2,000	No Misc Contribution used in 2022-23
MISC EXP/Misc. Exp	500	627	(127)	2,000	627	1,373	To date, expenditures for line item have not been utilized in Q1, Q2, and Q3
OFF SUPP/Office Supplies	1,250	5,046	(3,796)	5,000	6,316	(1,316)	
UTILITIES/Tel & Telegraph	125	-	125	500	-	500	To date, expenditures for line item have not been utilized in Q1, Q2, and Q3
CONTRACT SVCS/Oth Cntrc	75	28	47	300	112	188	To date, expenditures for line item have not been utilized in Q1, Q2, and Q3
PROV FR INS LOSS/Ins Gen Liab	2,325	(8)	2,333	9,300	9,163	137	
COST POOL/(ISF)-Gen Liability	20,984	20,985	(2)	83,934	83,934	-	
COST POOL/(CAP)- Admin Charges	13,120	13,119	1	52,481	52,481	-	
COST POOL/(IND)/Civic Ctr Alloc	12,054	12,054	0	48,217	48,217	-	
Subtotal Other Operating Expenditures	63,659	54,798	8,861	254,636	212,276	42,360	
TOTAL EXPENDITURES	684,645	724,507	(39,862)	2,738,580	2,581,531	157,049	
EXCESS OF (REVENUES) OVER EXPENDITURES	\$ 520,511	\$ 585,286	\$ (64,775)	\$ (368,107)	\$ (53,846)	\$ (314,261)	Less Fees collection in current Fiscal Year

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

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 19, 2023

Final Decision Date Deadline: July 19, 2023

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 or 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 June 2023, are the compiled late fee waiver requests and associated documentation.

INDICATE APPROPRIATE BODY

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|---|---|--|--|---|
| <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 June 2023 pursuant to Regulation 425 - Rent Program (Fred Tran/510-620-6537).

AGENDA ITEM NO:

G-6.

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ITEM G-6

Late Fee Waiver Summary – June 2023 Regular Board Meeting

Property Street	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)
1 153 Shoreline Ct	Naazneen Amir Fakhri	August 20, 2022	Owner, did not receive Invoice	Full waiver of late fees	\$61.50	\$61.50	None
2 330 Summit Place	Ahmad Tabatabaee	December 21, 2022	Owner, did not receive Invoice	Full waiver of late fees	\$565.00	\$565.00	None
3 4500 Overend Avenue	Membreno Eugenia	December 26, 2022	Owner, did not receive Invoice	Partial waiver of late fees	\$222.00	\$177.60	\$44.40

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To: Members of the Richmond Rent Board

From: Monica Bejarano, Senior Management Analyst

Re: Late Fee Waiver Recommendation – 153 Shoreline Ct.

Date: July 19, 2023

Late Fee Waiver Recommendations Pursuant to Regulation 425

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

Summary of Late Fee Waiver Requests and Recommendation for June 2023:

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)
Naazneen Amir Fakhri "The Fakhri Family Revocable Trust"	August 20, 2022	Did not receive previous invoice due to traveling schedule.	Full waiver of late fees	\$61.50	\$61.50	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 the request dated August 20, 2022, (Attachment 1) Naazneen Amir Fakhri the property owner at 153 Shoreline Court indicated that they did not receive the previous Rental Housing Fee invoices due to their travel schedule. In August 2022, Naazneen Amir Fakhri contacted Executive Director, Nicolas Traylor, to inquire about their Rental Housing Fee and the late fees listed on the invoice. According to our records, in January 2023, the fees were paid by check which was dated August 2022. Our office forwarded the check to the Cashiers office and full balance was paid and processed by February 06, 2023. Rent Program staff confirmed that the property has been enrolled since October 2019.

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 425 (D) and (E), provide the factors required when making a determining of good cause.

In this case, Naazneen Amir Fakhri has not previously submitted a Late Fee Waiver request in the last four (4) full fiscal years.

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.*

Rent Program staff confirmed Naazneen Amir Fakhri paid the base Residential Rental Housing Fees for Fiscal Years 2021-2022 & 2022-2023 on February 06, 2023. Rent Program staff verified with Contra Costa County records that 153 Shoreline Ct. is designated as a condominium built in 1990.

Naazneen Amir Fakhri has demonstrated Good Cause that warrants a waiver of late fees with a timely payment when they realize the invoice was still due. Naazneen Amir Fakhri paid the invoice immediately once they were informed of the outstanding balance.

Staff Recommendation

Naazneen Amir Fakhri has demonstrated good faith efforts to come into compliance by contacting the Rent Program to inquire about the invoice, and paying the Rental Housing Fees when the invoice was received. Considering these factors, staff recommend that a full waiver of late fees, in the amount of \$61.50, be granted.

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Request to Remove Late Fees

Property Owner Name: The Fakhri Family Revocable Trust

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

The Property Owner has requested the removal of late fees on their account totaling \$ 61.50 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: Did not receive due to travel schedule and made payment in full ASAP.

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: NA Fakhri Date: 8 / 1 / 2022

Printed Name: Naazneen Amir Fakhri

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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To: Members of the Richmond Rent Board

From: Monica Bejarano, Senior Management Analyst

Re: Late Fee Waiver Recommendation – 330 Summit Place

Date: July 19, 2023

Late Fee Waiver Recommendations Pursuant to Regulation 425

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

Summary of Late Fee Waiver Requests and Recommendation for June 2023:

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)
Ahmad Tabatabaee	December 21, 2022	Did not Receive Rental Housing Fee Invoice	Full waiver of late fees	\$565.00	\$565.00	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 the request dated December 21, 2022, (Attachment 1) Ahmad Tabatabaee, the property owner at 330 Summit Place indicated that they did not receive the previous Rental Housing Fee Invoice for FY 2022-2023. In December 2022, Ahmad Tabatabaee arrived at the Rent Program office to inquire about the Rental Housing Fee Invoice for FY 2022-2023. Staff provided the owner with a copy of their Rental Housing Fee Invoice and a Late Fee Waiver Request. According to our records, full payment of the Rental Housing Fee balance was made on December 21, 2022. Rent Program staff confirmed that the property has been enrolled and registered since March 05, 2020.

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 425 (D) and (E), provide the factors required when making a determining of good cause.

In this case, Ahmad Tabatabaee has not previously submitted any Late Fee Waiver request and they have paid their Rental Housing Fee Invoice in the last four (4) full fiscal years. The property, 330 Summit Pl., Richmond, CA, appears to be in substantial compliance with the Richmond Rent Ordinance.

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.*

Rent Program staff confirmed Ahmad Tabatabaee paid the base Residential Rental Housing Fees for Fiscal Years 2022-2023 on December 21, 2022.

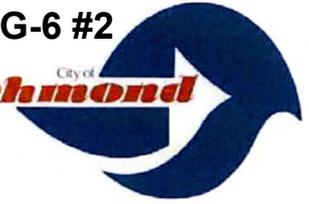
Rent Program staff verified with Contra Costa County records that 330 Summit Pl. is designated as a multi-unit property (5-unit building) in 1986.

Ahmad Tabatabaee has demonstrated Good Cause that warrants a waiver of late fees with a timely payment when they realize the invoice was due. Ahmad Tabatabaee paid the invoice immediately once they were informed of the outstanding balance.

Staff Recommendation

Ahmad Tabatabaee has demonstrated good faith efforts to come into compliance by contacting the Rent Program to inquire about the invoice, and paying the Rental Housing Fees when the invoice was received. Considering these factors, staff recommend that a full waiver of late fees, in the amount of \$565.00, be granted.

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Request to Remove Late Fees

Property Owner Name: Ahmad Tabatabaee

FRJC # [Redacted]

Property Owner Phone Number or Email: [Redacted]

The Property Owner has requested the removal of late fees on their account totaling \$ 565.00 for the following reason:

- Request to Remove Late Fees reasons: 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; 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; Other: Owner did not receive Rental Housing Fee Invoice

RECEIVED

DEC 22 2022

Initial: [Signature]

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: [Signature] Date: 12 / 21 / 2022

Printed Name: Ahmad Tabatabaee

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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To: Members of the Richmond Rent Board

From: Monica Bejarano, Senior Management Analyst

Re: Late Fee Waiver Recommendation – 4500 Overend Avenue

Date: July 19, 2023

Late Fee Waiver Recommendations Pursuant to Regulation 425

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

Summary of Late Fee Waiver Requests and Recommendation for June 2023:

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 Owed (if any)
Membreno Eugenia	December 20, 2022	Did not receive Rental Housing Fee Invoice for FY 2021-2022 & FY 2022-2023	Partial waiver of late fees	\$222.00	\$177.60	\$44.40

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 the request dated December 20, 2022, (Attachment 1) Membreno Eugenia, the property owner at 4500 Overend Avenue indicated that they did not receive the previous Rental Housing Fee invoices for FY 2021-2022 & FY 2022-2023. Membreno Eugenia contacted Rent Program staff on November 28, 2022, due to not having received the FY 2022-2023 Rental Housing Fee Invoice. On December 06, 2022, Ms. Membreno arrived at the Rent Program office to obtain a copy of the Rental Housing Fee Invoice which included unpaid fees for FY 2021-2022 and prior late fees. On February 01, 2023, Ms. Membreno filed an Amended Property Enrollment Form to add her son as an Authorized Agent, and paid FY 2021-2022 & FY 2022-2023 base amount of the Rental Housing Fees on February 08, 2023.

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 425 (D) and (E), provide the factors required when making a determining of good cause.

In this case, on October 07, 2019, Membreno Eugenia had filed a Request to Remove Late Fees for a total amount of \$103.50 within the last three (3) fiscal years because they never receive a notice (Attachment 2). Owner has paid Rental Housing Fees for FY 2021-2022 & FY 2022-2023 as of February 08, 2023.

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.*

Rent Program staff confirmed Membreno Eugenia paid the base Residential Rental Housing Fees for Fiscal Years 2021-2022 & 2022-2023 on February 08, 2023. Rent Program staff verified with Contra Costa County records that 4500 Overend Avenue is designated as a duplex built in 1963. Membreno Eugenia has demonstrated Good Cause that warrants a waiver of late fees with a timely payment when they realize the invoice was still due. Membreno Eugenia paid the invoice immediately once they were informed of the outstanding balance and filed an Amended Property Enrollment Form.

Staff Recommendation

Upon reviewing the property record, it was discovered that Membreno Eugenia submitted a Late Fee Waiver Request which was approved on October 07, 2019. According to the City of Richmond Rent Board Regulation 425(G), if an owner has had one late fee waiver approved in the last three (3) fiscal years, the late fees shall be reduced to at least 10% assessment. For the Fiscal Years 2021-2022 & FY 2022-2023, Membreno Eugenia demonstrated good faith efforts to come into compliance with contacting the Rent Program to inquire about the invoice, and paying the Rental Housing Fees when the invoice was received. Considering these factors, staff recommend that a partial waiver of late fees, in the amount of \$177.60, be granted and the owner pay the 10% assessment according to Chapter Regulation 425(G), of total amount \$44.40.

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Request to Remove Late Fees

Property Owner Name: Eugenia Membreno

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

The Property Owner has requested the removal of late fees on their account totaling \$ 222,00 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: Did not recieve invoices for 2021 and 2022

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: Eugenia Membreno Date: 12/10/2022

Printed Name: Eugenia Membreno

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: ____/____/____

ITEM G-6#3

To Whom It May Concern:

Hello,

My name is Eugenia Membreno, and I am writing this letter just to give further details about the situation. As I marked on the form to waive the late fees, I did not receive an invoice for last year (2021) and this year. I don't understand why this has happen but there have been a couple of times where either me or my son would go to the office and inquire about this. We were told a bunch of reasons from there was a problem with the system, to send an email to get a copy, or to just come another time. We did not get help on the issue at all until just recently. It was difficult last year to even go in person due to covid restrictions and with my work schedule it makes it hard to go in person during the hours listed to inquire about this. Receiving the invoices helps me a lot to ensure I can make the payments on time and not being able to receive it has made it difficult. I usually pay on time and have no problems at all, you can look at the prior years before 2021 and it will show. I just want to resolve this issue and clear up any miscommunication that there might be.

If you have any questions, please feel free to contact me at [REDACTED].

Thank you for your time

Sincerely,

Eugenia Membreno

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 19, 2023

Final Decision Date Deadline: July 19, 2023

STATEMENT OF THE ISSUE: During April 2020, the Rent Program solicited quotes from qualified service providers in accordance with the City's procurement policies and entered into a contract with The Spanish Group, LLC to provide translation services to the Rent Program. Staff members are requesting Board approval of the third amendment to the contract to extend the term through June 30, 2024, and increase the payment limit by \$9,500 of budgeted funds to cover anticipated expenses in Fiscal Year 2023-24.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE an amendment to the contract for translation services with The Spanish Group, LLC increasing the contract amount by \$9,500 for Fiscal Year 2023-24, to a total not to exceed \$29,600 for the Fiscal Year 2023-24 (July 1, 2023-June 30, 2024) - Rent Program (Nicolas Traylor- 620-6564).

AGENDA ITEM NO:

H-1.

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AGENDA REPORT

DATE: July 19, 2023

TO: Chair Cantor and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

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

STATEMENT OF THE ISSUE:

During April 2020, the Rent Program solicited quotes from qualified service providers in accordance with the City's procurement policies and entered into a contract with The Spanish Group, LLC to provide translation services to the Rent Program. Staff members are requesting Board approval of the third amendment to the contract to extend the term through June 30, 2024, and increase the payment limit by \$9,500 of budgeted funds to cover anticipated expenses in Fiscal Year 2023-24.

RECOMMENDED ACTION:

APPROVE an amendment to the contract for translation services with The Spanish Group, LLC increasing the contract amount by \$9,500 for Fiscal Year 2023-24, to a total not to exceed \$29,600¹ for the Fiscal Year 2023-24 (July 1, 2023-June 30, 2024) - Rent Program (Nicolas Traylor- 620-6564).

FISCAL IMPACT:

The Fiscal Year 2023-24 Rent Program budget, adopted by the Rent Board on June 12, 2023, allocates \$9,500 for translation services to obtain the requested deliverables. Staff members anticipate awarding The Spanish Group, LLC as the qualified vendor to provide services in a total contract amount not to exceed \$9,500.

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

DISCUSSION:

Background

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

In June 2020, the Executive Director approved a short form original contract to commence the term through June 30, 2021. Staff members are requesting Board approval of a third amendment to the contract to extend the term through June 30, 2024, and increase the payment limit by \$9,500 of budgeted funds to cover anticipated expenses in Fiscal Year 2022-23.

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

Lastly, as The Spanish Group, LLC, only provides translation services, staff members are continuing its search to supplement interpretation services. This search includes local interpreters, some of which seem to already offer their services to City staff. Part of staff's discussion with the Board, as it relates to this item, may include discussion related to staff's efforts to engage secure additional interpretation services, and the overall need for more interpretation services.

DOCUMENTS ATTACHED:

Attachment 1 – Third Contract Amendment

Attachment 2- Addendum: Written Translation Services Agreement (Attachment 1), City of Richmond Standard Contract Forms (Attachment 2), and Sanctuary City Contracting and Investment Ordinance 12-18, N.S (Attachment 3)

Attachment 3- Original Contract

**CITY OF RICHMOND RENT PROGRAM
CONTRACT AMENDMENT**

Department: Rent Board	Project Manager: Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6465
P.R. No: Vendor No: 14520	P.O./Contract No: 5197
Description of Services: Provide written translation services.	
Amendment No. 3 modifies the: (2 nd or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> Term, Payment Limit and Service Plan	<input type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

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

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

The Spanish Group LLC

Company Name: _____

Street Address: 1 Park Plaza, Suite 600 _____

City, State, Zip Code: Irvine, CA 92614 _____

Contact Person: Salvador Ordorica _____

Telephone: (800) 460-1536 _____

Email: salvador@thespanishgroup.org _____

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

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

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

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

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

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

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

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

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

CONTRACTOR:
The Spanish Group LLC

By _____

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

Title:

By _____

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

Title: _____

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

By _____
Rent Board Clerk

By: _____

Title: _____

Approved as to form:

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

By _____
Staff Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

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

Amendment No.

3

P.O./Contract No.

5197

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

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

"2. Term. The effective date of this Contract is

July 1, 2020

(Insert original contract commencement date)

and it terminates

June 30, 2024

(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 \$ **9,500.00** _____. 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 \$ **29,600.00** _____ including expenses."

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

3. The Terms of the Original Contract is hereby amended to include the following:

See Contract Addendum, City of Richmond Standard Forms

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

Amendment No.

P.O./Contract No.

3

5197

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

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

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

The **second** Contract Amendment was approved by the Rent Board or executed by the Executive Director on June 15, 2022 for one or more of the following provisions (check those that apply):

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

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

- Increased contract payment limit by \$ 9,500.00 for a payment limit not to exceed \$ 29,600.00.
- Term Amendment (insert new termination date): June 30, 2024
- Service Plan

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

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

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

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

ADDENDUM

Attachment 1
Spanish Group, LLC Written Translation
Services Agreement

ADDENDUM

Client's Name: The City of Richmond – Rent Program (Rent Board Meetings)

- a) Client's Price:
 - i) 6¢ per word for projects over 15,000 words
 - ii) 7¢ per word for projects under 15,000 words
- b) Client is a(n):

- Individual
- Institution
- Governmental Agency
- Corporation/Business
- Organization
- Other: _

Translation: From Any to Any and from Any to Any

The document to be translated is a:

- General Document
- Official Document
- Other: _____

Title of Document: See addendum

Due Date: Ongoing

The document to be translated will be delivered in the following format(s):

- Microsoft Word
- Office Open XML
- Excel
- PowerPoint
- WordPerfect
- Portable Document Format (PDF)
- Plain Text
- # Other: All of the above

Date of First Deposit: Ongoing

Amount of First Deposit: Ongoing

Date of Final Payment: Ongoing

Amount of Final Payment: Ongoing

Client Initials: _____
Provider Initials: SO

Payment Terms and Conditions:

- Invoice Schedule (ongoing)
- Client will pay for all translated files by check, direct wire transfer, debit card or credit card with a valid credit card authorization

Strictly Confidential

on file.

- Client will pay for all translated files by a credit card charge placed on the 5th and/or the 20th of each month with a valid credit card authorization on file.
- Client will pay for each assigned order in full prior to The Spanish Groups' delivery.
- Per Order Credit Card Authorization

Client will pay for the assigned order before/after the commencement/delivery with the attached credit card authorization.

- One Time Deposit

deposit calculated at _____ with an estimate of _____
 totaling to _____ is due by _____ in order for the Date of Delivery to
 be applicable. A valid credit card authorization is required for this form of payment.

The remaining balance will be charged based on the total **word/minute/page** count multiplied by the applicable rate subtracted from the initial deposit.

Client will pay the outstanding amount of _____ with/through a:

- Credit Card
- Debit Card
- Check
- Wire Transfer/ACH
- Other

Client Initials: _____
Provider Initials: SO

Attachment 2
City of Richmond Standard Forms

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 at a rate of \$0.06 per word for projects over 15,000 words and \$0.07 per word for projects under 15,000 words. Contractor 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 or their designee, 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 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), of 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):

**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

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

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.

Attachment 3
Sanctuary City Contracting and Investment
Ordinance
No. 12-18 N.S

ORDINANCE NO. 12-18 N.S

**AN ORDINANCE OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA,
ADOPTING A SANCTUARY CITY CONTRACTING AND INVESTMENT POLICY**

The City of Richmond does ordain as follows:

SECTION 1. Title

This ordinance shall be known as the Sanctuary City Contracting and Investment Ordinance.

SECTION 2. Definitions

- 1) "City" means the City of Richmond, California.
- 2) "Data Broker" (also commonly called information broker, information reseller, data aggregator, and information solution provider) means either of the following:
 - a) The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector businesses and government agencies;
 - b) The aggregation of data that was collected for another purpose from that for which it is ultimately used.
- 3) "Extreme Vetting" means data-mining, threat modeling, predictive risk analysis, or other similar service.
- 4) "ICE" means the United States Immigration and Customs Enforcement, and any subdivision thereof.
- 5) "Person or Entity" means any private natural person, corporation, institution, subsidiary, affiliate, or division under operating control of such person; the parent entities that have operating control over such person, and the subsidiaries, affiliates and divisions under operating control of such parent entity. Government entities, officers and employees are expressly excluded from this definition.

SECTION 3. Prohibition on Use of City Resources

- 1) No officer, employee, department, board, commission, City Council, City Manager, or other entity of the City shall enter into a new, amended, or extended contract or agreement with, any Person or Entity that provides ICE with any "Data Broker" or "Extreme Vetting" services, as defined herein, unless the City Council makes a specific determination that no reasonable alternative exists, taking into consideration the following:
 - a) The intent and purpose of this ordinance;
 - b) The availability of alternative services, goods and equipment; and

c) A declaration under the penalty of perjury executed by the Person or Entity, affirming that they do not provide Data Broker or Extreme Vetting services to ICE; and

d) Information submitted to the City Manager by any member of the public, and thereafter duly verified.

4) Any Person or Entity identified as a supplier of Data Broker or Extreme Vetting services to ICE and potentially affected by this section shall be notified by the City Manager of the determination. Any such Person or Entity shall be entitled to a review of the determination by appeal to the City Manager.

Request for such review shall be made within thirty (30) days of notification, or seven (7) days of the date of a City solicitation or notice of a pending contract or purchase, of interest to the Person or Entity seeking review. Any Person or Entity vendor so identified may appeal the City Manager's determination to the City Council, within fifteen (15) days of the determination.

SECTION 4. Prohibition on Investment

1) The City of Richmond shall not make any investment in stocks, bonds, securities, or other obligations issued by any provider of Data Broker or Extreme Vetting services to ICE.

2) The City Council shall adopt a plan with respect to pension fund investments and shall implement such a plan consistent with the intent of this act.

SECTION 5. Investigation And Reporting

1) The City Manager, or his or her designee, shall review compliance with Sections 3-4. The City Manager may initiate and shall receive and investigate all complaints regarding violations of Sections 3- 4. After investigating such complaints, the City Manager shall issue findings regarding any alleged violation. If the City Manager finds that a violation occurred, the City Manager shall, within 30 days of such finding, send a report of such finding to the City Council, the Mayor, and the head of any department involved in the violation or in which the violation occurred. All officers, employees, departments, boards, commissions, and other entities of the City shall cooperate with the City Manager in any investigation of a violation of Sections 3-4.

2) The City Manager shall coordinate with the City Attorney's office to remedy any such violations, and the City Attorney is authorized to use all legal measures available to rescind, terminate, or void contracts awarded in violation of this ordinance.

3) By April 1 of each year, each City department shall certify its compliance with this ordinance by written notice to the City Manager.

4) By May 1 of each year, the City Manager shall schedule and submit to the City Council a written, public report regarding the department's compliance with Sections 3-4 over the previous calendar year. At minimum, this report must (1) detail with specificity the steps the department has taken to ensure compliance with Sections 3-4, (2) disclose any issues with compliance, including any violations or potential violations of this Ordinance, and (3) detail actions taken to cure any deficiencies with compliance.

SECTION 6. Enforcement

1) *Cause of Action.* Any violation of this Ordinance constitutes an injury and a

SECTION 7. Severability

The provisions in this Ordinance are severable. If any part of provision of this Ordinance, or the application of this Ordinance to any person or circumstance, is held invalid, the remainder of this Ordinance, including the application of such part or provisions to other persons or circumstances, shall not be affected by such holding and shall continue to have force and effect.

SECTION 8. Construction

The provisions of this Ordinance are to be construed broadly to effectuate the purposes of this Ordinance.

SECTION 9. Effective Date

This Ordinance becomes effective thirty (30) days after its final passage and adoption.

First introduced at a regular meeting of the City Council on May 15, 2018, and finally passed and adopted at a regular meeting held on June 5, by the following vote:

AYES:	Councilmembers Choi, Martinez, Myrick, Recinos, and Vice Mayor Willis.
NOES:	Mayor Butt.
ABSTENTIONS:	None.
ABSENT:	Councilmember Beckles.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:
TOM BUTT
Mayor

Approved as to form:
BRUCE GOODMILLER
City Attorney

State of California }
County of Contra Costa } : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Ordinance No. 12-18 N.S.**, passed and adopted by the City Council of the City of Richmond at a regular meeting held on June 5, 2018.



Pamela Christian, City Clerk of the City of Richmond

**CITY OF RICHMOND
Sanctuary City Compliance Statement**

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of City of Richmond Ordinance 12-18 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor 's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if at any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and subject to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__, at _____, California.

Printed Name: _____ **Title:** _____

Signed: _____ **Date:** _____

Business Entity: _____

RICHMOND RENT BOARD
SHORT FORM CONTRACT

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

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

(Company) The Spanish Group LLC

(Street Address) 1 Park Plaza, Suite 600

(City State, Zip Code) Irvine, CA 92614-5987

(Contract Person) Salvador Ordorica

(E-mail) salvador@thespanishgroup.org

(Telephone) (800) 460-1536

(Fax Number) _____

Richmond Business License No. 40060210

Expiration Date: 06/04/2021

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

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

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

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

Irvine, CA 92614-5987

6. **Contractor's Obligations.**

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

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

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

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

RENT BOARD

CITY OF RICHMOND, CA:
a municipal corporation

By:  Signature
Nicolas Traylor

CONTRACTOR:

By:  Signature
Date: June 22, 2020

**ITEM H-1
ATTACHMENT 3**

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

The Spanish Group LLC

SUPPLEMENTAL CONDITIONS

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

**ITEM H-1
ATTACHMENT 3**

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

The Spanish Group LLC

SPECIAL CONDITIONS

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

**ITEM H-1
ATTACHMENT 3**

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

The Spanish Group LLC

INSURANCE PROVISIONS

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

**ITEM H-1
ATTACHMENT 3**

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

The Spanish Group LLC

INSURANCE PROVISIONS

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

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 19, 2023

Final Decision Date Deadline: July 19, 2023

STATEMENT OF THE ISSUE: During the State and Local emergency due to COVID-19, the Rent Board passed an emergency regulation that allowed for the following: (1) permitted the conducting of hearing and appeals through telecommunication and/or videoconferencing; (2) permitted the service of documents be performed via email; and (3) required that both parties agree to a hearing by telecommunication and/or videoconferencing prior to such a hearing being conducted. The emergency regulation appeared to be well received and seamlessly worked its way into the Hearing Unit's processes and procedures. At the request of the Hearings Unit and some members of the public, staff members are requesting that the emergency regulation be officially incorporated into Chapter 8 of the Rent Board Regulations.

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 checked="" type="checkbox"/> Regulation | <input type="checkbox"/> Other: |
| <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 Regulation 842.25 to continue to: (1) Permit the conducting of hearing and appeals through telecommunications and/or videoconferencing; (2) Allow for service via email of any document tied to hearings and appeals; and (3) require that both parties agree in writing to a hearing by telecommunication and/or videoconferencing prior to such a hearing being conducted – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

I-1.

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AGENDA REPORT

DATE: July 19, 2023

TO: Chair Cantor and Members of the Rent Board

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

SUBJECT: PROPOSED REGULATION 842.25 CODIFYING EXISTING
EMERGENCY REGULATION THAT MODIFIED HEARING AND
APPEALS PROCEDURES DURING DECLARED STATEWIDE AND
LOCAL EMERGENCIES

STATEMENT OF THE ISSUE:

During the State and Local emergency due to COVID-19, the Rent Board passed an emergency regulation that allowed for the following: (1) permitted the conducting of hearing and appeals through telecommunication and/or videoconferencing; (2) permitted the service of documents be performed via email; and (3) required that both parties agree to a hearing by telecommunication and/or videoconferencing prior to such a hearing being conducted. The emergency regulation appeared to be well received and seamlessly worked its way into the Hearing Unit's processes and procedures. At the request of the Hearings Unit and some members of the public, staff members are requesting that the emergency regulation be officially incorporated into Chapter 8 of the Rent Board Regulations.

RECOMMENDED ACTION:

ADOPT Regulation 842.25 to continue to: (1) Permit the conducting of hearing and appeals through telecommunications and/or videoconferencing; (2) Allow for service via email of any document tied to hearings and appeals; and (3) require that both parties agree in writing to a hearing by telecommunication and/or videoconferencing prior to such a hearing being conducted – Rent Program (Nicolas Traylor 620-6564).

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Background

Given the spread of the novel coronavirus (“COVID-19”), on March 4, 2020, the Governor declared a state of emergency to strengthen California’s response to the virus. On March 10, 2020, Contra Costa County declared a local emergency to aid the regional healthcare and governmental community in responding to COVID-19. On March 13, 2020, the President of the United States declared a national emergency and made emergency funding available to assist states and local governments in preventing the spread of COVID-19. On that same day, the Contra Costa County Superior Court closed all its locations to the general public. On March 16, 2020, Contra Costa County issued a shelter in place order, prohibiting residence from leaving their homes except as to engage in certain essential activities, or receive certain essential services. On March 17, 2020, the City of Richmond City Manager declared a local emergency and issued an Order prohibiting certain types of evictions.

To comply with these various orders, many businesses had closed or allowed for their employees to work from home. All Richmond residents had been impacted by this shelter in place Order and many were in the “high risk” category if they were to contract COVID-19; however, despite the Order, many Richmond Residents were still facing issues that impacted their home. Some Landlords were seeking Fair Return increases, while some Tenants were seeking habitability-related rent decreases.

To assist the public in properly engaging their rights and obligations, in May 2020, the Richmond Rent Board adopted an emergency regulation that did the following: (1) permitted the conducting of hearing and appeals through telecommunication and/or videoconferencing; (2) permitted the service of documents be performed via email; and (3) required that both parties agree to a hearing by telecommunication and/or videoconferencing prior to such a hearing being conducted.

Despite its success, the emergency regulation lapsed at the end of the local emergency. The lack of telecommunication and/or videoconferencing, and other aspects of the emergency regulation, has impacted staff members’ ability to manage their hearings and has decreased public access in participating in the hearings. At the request of the Hearing Unit and some members of the public, staff members recommend the Rent Board officially codify the emergency regulations as regulation 842.25

Proposed Regulation 842.25 Would Permit the Service of Documents by Email and Allow the Conducting of Hearings and Appeals through Telecommunications and/or Videoconferencing.

The Proposed Regulation would be a continuation of rights and obligations that the public adjusted itself to during the local emergency. Specifically, the regulation would expand the method of service of any document related to hearings and appeals, by allowing for those documents to be delivered via email.

Additionally, the proposed regulation offers a continuation of a popular community engagement tool, namely remote hearings. Specifically, the proposed regulation would permit the use of telecommunication and/or videoconferencing to conduct hearings and appeals. To ensure fairness in the process and respect rights conferred under existing regulations, the proposed regulation would require both parties' written consent to a telecommunicated and/or videoconference hearing prior to the hearing being conducted. Such a requirement would not attach to appeal sessions as such sessions do not regard the submission of evidence but rather are concerned with only argument.

Conclusion

Staff members recommend the Rent Board adopt Proposed Regulation 842.25 for the aforementioned reasons.

DOCUMENTS ATTACHED:

Attachment 1 – Resolution 20-01 with Attachment A Emergency Regulation

Attachment 2- Proposed Regulation 842.25

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**ITEM I-1
ATTACHMENT 1**

CITY OF RICHMOND RENT BOARD RESOLUTION NO. 20-01

ADOPTING REGULATIONS FOR HEARING AND APPEALS PROCESSES AND PROCEDURES DURING BOTH THE STATE OF CALIFORNIA'S DECLARED EMERGENCY AND THE CITY OF RICHMOND'S LOCAL EMERGENCY DUE TO THE IMPACTS OF THE NOVEL CORONAVIRUS (COVID-19) OUTBREAK IN THE CITY OF RICHMOND

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named "SARS-CoV-2," and the disease it causes has been named "coronavirus disease 2019," abbreviated COVID-19; and

WHEREAS, on March 4, 2020, the Governor of the State of California declared a state of emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the state prepare for broader spread of COVID-19; and

WHEREAS, on March 10, 2020, the Contra Costa County Board of Supervisors and Contra Costa Health Services declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States of America declared a national emergency and announced that the federal government would make emergency funding available to assist state and local governments in preventing the spread of and addressing the effects of COVID-19; and

WHEREAS, on March 13, 2020, to respond to the unique and continuing public health and safety challenges presented by COVID-19, the Contra Costa County Superior Court closed all locations beginning Monday, March 16, 2020; and

WHEREAS, on March 16, 2020, the Health Officer of Contra Costa County issued an Order through April 7, 2020 that directed all individuals living in the county to shelter at their place of residence except that they may leave to provide or receive certain essential services or engage in certain essential activities and work for essential businesses and governmental services; and

WHEREAS, on March 17, 2020, the City Manager, in her role as the Director of Emergency Services, proclaimed the existence of a local emergency pursuant to Chapter 2.20 of the Richmond Municipal Code to ensure the availability of mutual aid and to effectuate the City's response to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention, the California Department of Health, and the Contra Costa County Department of Public Health have all issued recommendations including but not limited to social distancing, staying home if sick, canceling

ITEM I-1 ATTACHMENT 1

or postponing large group events, working from home, and other precautions to protect public health and prevent transmission of this communicable virus; and

WHEREAS, during this local emergency, and in the interest of protecting the public health and preventing transmission of COVID-19, it is essential to avoid unnecessary housing displacement, to protect the City's affordable housing stock, and to prevent housed individuals from falling into homelessness; and

WHEREAS, Richmond Municipal Code Section 11.100, et seq., requires that the Richmond Rent Program hold Hearings on matters concerning rent increases and decreases; and

WHEREAS, to comply with the edicts of Richmond Municipal Code Section 11.100, et seq., the Rent Board adopted a network of Regulations that created a Hearing and Appeals Process to ensure that Richmond Residents are able to engage their rights and understand their obligations under Richmond Municipal Code Section 11.100, et seq; and

WHEREAS, the Hearings and Appeals Process requires parties to submit various documents via mail and make in-person appearances before the Hearing Examiner, and if applicable, the Rent Board; and

WHEREAS, in complying with the Governor's stay-at-home order many Richmond Residents may fail to meet the Hearing and Appeals requirements enumerated in Richmond Rent Board Regulations Chapter 8; and

WHEREAS, to ensure Richmond Residents are able to adequately engage in the Richmond Rent Board's Hearing and Appeals Process, Richmond Rent Program Staff members are requesting that Richmond Rent Board adopt Regulation 20-01, which among other things would allow documents to be served via email, and permit Hearings and Appeals through videoconferencing and/or teleconferencing.

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Richmond Rent Board adopts the Regulations contained in Attachment A which will do the following:

- 1) Modify Richmond Rent Board Regulation Chapter 8 to permit the conducting of Hearings and Appeals via telecommunications and videoconferencing during the period of the declared statewide and local emergency due to Covid-19; and
- 2) Permits the service of documents to be performed via email; and
- 3) Requires that both parties agree to a hearing by telecommunication and/or videoconferencing prior to such a hearing being conducted;

Attachment A

Emergency Regulation No. 20-01
Hearing and Appeals Procedures During Declared Emergency

1. **Applicability.** Notwithstanding any Rent Board Regulation to the contrary, the entirety of these Regulations shall apply during the duration of the declared Shelter-in-place Order, and both the Contra-Costa and Richmond local emergencies declarations, whichever is the longest in duration, unless amended to state otherwise.

2. **Hearing Procedures.** In addition to the Petition Process and Hearings Procedures codified in Rent Board Regulation Chapter 8, the following shall apply:
 - A. **Submittal of Petitions and Objections.** Parties may submit Petitions, Objections and/or Responses via email to the Rent Board Clerk. All applicable deadlines remain unchanged.

 - B. **Service.** Service of all documents, either by the Richmond Rent Program Staff or Parties of a Petition, required by Rent Board Regulation Chapter 8, may be made via email. All applicable deadlines for service remain unchanged.

 - C. **Additional Evidence and Documentations.** Additional Evidence obtained prior to the Hearing, may be submitted to the opposing party and Rent Program Staff members via email. The deadline to submit such documentation and/or evidence remains unchanged.

 - D. **Continuance.** The grounds for a Continuance enumerated in Regulation 826, which is not an exhaustive list, shall be construed liberally and in all instances shall take into account the impact COVID-19 has had on City of Richmond Residents. Additionally, issues with technology and accessing appropriate mediums to engage fully in the hearing process shall be a substantial probative factor in determining the existence of good cause. If such a technological issue arises during the Hearing, with or without the request of the party impacted by the technical difficulties, the Hearing Examiner shall consider on the Record whether to continue the Hearing to a later date. Within that same Hearing, the Hearing Examiner shall state on the Record whether the matter will or will not be continued and the basis supporting their decision. All applicable deadlines to submit a Request for a Continuance remain unchanged, except where the Request for a Continuance is based on technical issues. Such a request may be made at the time of the Hearing. Finally, a Request for Continuance may be submitted via email to the Rent Board Clerk.

 - E. **Videoconference and Teleconferencing.** Hearings and Settlement Conferences may be held through methods of videoconferencing and teleconferencing; however, to protect and ensure the fairness of the hearings process, both parties must agree in writing to a Hearing conducted through videoconference and/or teleconference prior to such a Hearing being conducted.

Written agreement may be obtained through email correspondence confirming the parties' willingness to participate in a Hearing by videoconference and/or teleconference.

Additionally, at the outset of both a settlement conference and/or Hearing, the Hearing Examiner shall reiterate that the parties agreed in writing to have a Hearing conducted through teleconference and/or videoconference and the Hearing Examiner shall obtain verbal confirmation of such written agreement.

3. Appeals Procedures. In addition to the Appeals Process Procedures codified in Rent Board Regulation Chapter 8, the following shall apply:

A. Submittal of Appeals and Response. Parties may submit Appeals and Responses to Appeals by email to the Rent Board Clerk. The deadline to submit an Appeal is thirty (30) calendar days after the receipt of the notice of the Hearing Examiner's Decision. Where Rent Program Staff members have emailed the Hearing Examiner's Decision to the parties, the parties are deemed to have received the Hearing Examiner's Decision on the same date the Rent Program Staff members emailed the parties. In such instances, the Appellant(s) shall not be afforded an additional five (5) days to submit their Appeal, but instead shall have thirty (30) calendar days from the date the Rent Program Staff members emailed the Hearing Examiner's Decision to the parties. All other applicable deadlines shall remain unchanged.

B. Staff Attorney's Recommendation and Written Comments. The Staff Attorney's Recommendation to adopt, reverse, remand, or modify the Hearing Examiner's Decision may be sent via email to the parties and Rent Boardmembers. Additionally, the parties' written comments to the Staff Attorney's recommendation may be submitted via email to the Rent Board Clerk. All applicable deadlines remain unchanged.

C. Continuance. The procedures for a Continuance enumerated in Regulation 842, shall be construed liberally and in all instances shall take into account the impact COVID-19 has had on City of Richmond Residents. Issues with technology and accessing appropriate mediums to engage fully in the appeals process shall be a substantial probative factor in determining the existence of good cause. If such a technological issue arises during the appeal session, with or without the request of the party impacted by the technical difficulties, the Rent Board Members shall consider on the Record whether to continue the Appeal Hearing to a later date. All applicable deadlines to submit a Request for Continuance remain unchanged, except where the Request for Continuance is based on technical issues. Such a request may be made at the time of the Appeal Hearing. Finally, a Request for Continuance may be submitted via email to the Rent Board Clerk.

D. Videoconference and Teleconferencing. At the discretion of the Richmond Rent Board, Appeals may be held through methods of videoconferencing and teleconferencing. Prior consent of the parties is not required as an Appeal Hearing is only concerned with argument and not evidence.

**ITEM I-1
ATTACHMENT 1**

4. **Effective Date.** This Regulation will be effective immediately on the date when it is adopted by the Richmond Rent Board.

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Regulation 842.25: Modification of Hearing and Appeals Procedures

842.25

1. **Applicability.** Notwithstanding any Rent Board Regulation to the contrary, the entirety of these Regulations shall modify any existing Chapter 8 Regulation where applicable.
2. **Hearing Procedures.** In addition to the Petition Process and Hearings Procedures codified in Rent Board Regulation Chapter 8, the following shall apply:
 - A. **Submittal of Petitions and Objections.** Parties may submit Petitions, Objections and/or Responses via email to the Rent Board Clerk. All applicable deadlines remain unchanged.
 - B. **Service.** Service of all documents, either by the Richmond Rent Program Staff or Parties of a Petition, required by Rent Board Regulation Chapter 8, may be made via email. All applicable deadlines for service remain unchanged.
 - C. **Additional Evidence and Documentations.** Additional Evidence obtained prior to the Hearing, may be submitted to the opposing party and Rent Program Staff members via email. The deadline to submit such documentation and/or evidence remains unchanged.
 - D. **Continuance.** The grounds for a Continuance enumerated in Regulation 826, which is not an exhaustive list, shall be construed liberally and in all instances shall take into account the impact COVID-19 has had on City of Richmond Residents. Additionally, issues with technology and accessing appropriate mediums to engage fully in the hearing process shall be a substantial probative factor in determining the existence of good cause. If such a technological issue arises during the Hearing, with or without the request of the party impacted by the technical difficulties, the Hearing Examiner shall consider on the Record whether to continue the Hearing to a later date. Within that same Hearing, the Hearing Examiner shall state on the Record whether the matter will or will not be continued and the basis supporting their decision. All applicable deadlines to submit a Request for a Continuance remain unchanged, except where the Request for a Continuance is based on technical issues. Such a request may be made at the time of the Hearing. Finally, a Request for Continuance may be submitted via email to the Rent Board Clerk.
 - E. **Videoconference and Teleconferencing.** Regulation 834 establishes a party's right to engage in-person hearings and that right shall not be disturbed except as stated herein. Hearings and Settlement Conferences may be held through methods of videoconferencing and teleconferencing; however, to protect and ensure the fairness of the hearings process and the parties' rights under Regulation 834, both parties must agree in writing to a Hearing conducted through videoconference and/or teleconference prior to such a Hearing being conducted. Written agreement may be obtained through email correspondence confirming the parties' willingness to participate in a Hearing by videoconference and/or teleconference, or other

reasonable methods. Once the parties agree in writing to a videoconference and/or teleconference hearing, such agreement cannot be rescinded and the hearing must take place on videoconference and/or teleconference, unless the Hearing Examiner deems otherwise.

Where there are more than two party members to a case, a videoconference and/or teleconference hearing may take place where at least one member from each party agrees in writing to have the proceedings conducted via videoconference and/or teleconference. In those instances, the party members who agreed in writing to have the hearing conducted via videoconference and/or teleconference shall be permitted to appear via videoconference and/or teleconference. The remaining members shall appear in person. Where appropriate, the Hearing Examiner may permit witnesses to appear via videoconference and/or teleconference.

3. **Appeals Procedures.** In addition to the Appeals Process Procedures codified in Rent Board Regulation Chapter 8, the following shall apply:

A. **Submittal of Appeals and Response.** Parties may submit Appeals and Responses to Appeals by email to the Rent Board Clerk. The deadline to submit an Appeal is thirty (30) calendar days after the receipt of the notice of the Hearing Examiner's Decision. Where Rent Program Staff members have emailed the Hearing Examiner's Decision to the parties, the parties are deemed to have received the Hearing Examiner's Decision on the same date the Rent Program Staff members emailed the parties. In such instances, the Appellant(s) shall not be afforded an additional five (5) days to submit their Appeal, but instead shall have thirty (30) calendar days from the date the Rent Program Staff members emailed the Hearing Examiner's Decision to the parties. All other applicable deadlines shall remain unchanged.

B. **Staff Attorney's Recommendation and Written Comments.** The Staff Attorney's Recommendation to adopt, reverse, remand, or modify the Hearing Examiner's Decision may be sent via email to the parties and Rent Boardmembers. Additionally, the parties' written comments to the Staff Attorney's recommendation may be submitted via email to the Rent Board Clerk. All applicable deadlines remain unchanged.

C. **Continuance.** The procedures for a Continuance enumerated in Regulation 842, shall be construed liberally and in all instances shall take into account the impact COVID-19 has had on City of Richmond Residents. Issues with technology and accessing appropriate mediums to engage fully in the appeals process shall be a substantial probative factor in determining the existence of good cause. If such a technological issue arises during the appeal session, with or without the request of the party impacted by the technical difficulties, the Rent Board Members shall consider on the Record whether to continue the Appeal Hearing to a later date. All applicable deadlines to submit a Request for Continuance remain unchanged, except where the Request for Continuance is based on technical issues. Such a request may be made at the time of the Appeal Hearing. Finally, a Request for Continuance may be submitted via email to the Rent Board Clerk.

D. Videoconference and Teleconferencing. At the discretion of the Richmond Rent Board, Appeals may be held through methods of videoconferencing and teleconferencing. Prior consent of the parties is not required as an Appeal Hearing is only concerned with argument and not evidence.

4. Effective Date. This Regulation will be effective immediately on the date when it is adopted by the Richmond Rent Board.

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 19, 2023

Final Decision Date Deadline: July 19, 2023

STATEMENT OF THE ISSUE: The Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance empowers the Richmond Rent Board to hire and evaluate the performance of the Executive Director. The Board hired the Executive Director, Nicolas Traylor, in July 2017, and on April 18, 2018, after a closed session evaluation, the Board adjusted Mr. Traylor's salary from \$125,000 to \$148,000. As of July 2018, Mr. Traylor's salary has not been adjusted to the budgeted amount(s). Consistent with the directives of Human Resources Department, City policy and the Brown Act, the Rent Board is meeting in closed session on July 19, 2023, to evaluate the performance of Mr. Traylor.

Finally, in addition to approving adjusting the Executive Director's salary to the Fiscal Year 2023-24 budgeted amount, per the Executive Management MOU with the City of Richmond, which was approved on June 20, 2023, the Executive Director's is due the following additional salary adjustments:

1. 2024 COLA increased from 4% to 5%
2. 2025 COLA increased from 4% to 5%
3. Longevity Pay effective first full pay period in July 2023, in the following manner: 2% at 5 years of service; or 4.5% at 10 years of service; or 9% at 20 years of service (Mr. Traylor is due to receive the 2% Longevity Pay for 5 years of service effective July 1, 2023).

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: CONSIDER APPROVING the adjustment of the Executive Director's salary from the Fiscal Year 2018-19 budgeted amount of \$148000 to the Fiscal Year 2023-24 budgeted amount of \$188,080, in addition to any qualifying Executive Management MOU authorized salary adjustments, effective starting July 1, 2023.

AGENDA ITEM NO:

J-1.

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AGENDA REPORT

DATE: July 19, 2023

TO: Chair Cantor and Members of the Rent Board

FROM: Charles Oshinuga, General Counsel

SUBJECT: Adjustment of Executive Director's Salary per Executive Management MOU and to FY 2023-24 Budgeted Amount

STATEMENT OF THE ISSUE:

The Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance empowers the Richmond Rent Board to hire and evaluate the performance of the Executive Director. The Board hired the Executive Director, Nicolas Traylor, in July 2017, and on April 18, 2018, after a closed session evaluation, the Board adjusted Mr. Traylor's salary from \$125,000 to \$148,000. As of July 2018, Mr. Traylor's salary has not been adjusted to the budgeted amount(s). Consistent with the directives of Human Resources Department, City policy and the Brown Act, the Rent Board is meeting in closed session on July 19, 2023, to evaluate the performance of Mr. Traylor.

Finally, in addition to approving adjusting the Executive Director's salary to the Fiscal Year 2023-24 budgeted amount, per the Executive Management MOU with the City of Richmond, which was approved on June 20, 2023, the Executive Director's is due the following additional salary adjustments:

1. 2024 COLA increased from 4% to 5%
2. 2025 COLA increased from 4% to 5%
3. Longevity Pay effective first full pay period in July 2023, in the following manner: 2% at 5 years of service; or 4.5% at 10 years of service; or 9% at 20 years of service (Mr. Traylor is due to receive the 2% Longevity Pay for 5 years of service effective July 1, 2023).

RECOMMENDED ACTION:

CONSIDER APPROVING the adjustment of the Executive Director's salary from the Fiscal Year 2018-19 budgeted amount of \$148,000 to the Fiscal Year 2023-24 budgeted amount of \$188,080, in addition to any qualifying Executive Management MOU authorized salary adjustments, effective starting July 1, 2023.

FISCAL IMPACT:

If these matters are approved, there will be no fiscal impact to the Rent Board budget as the requested adjustment to the Executive Director’s salary has been budgeted in the Fiscal Year 2023-24 Rent Program budget.

DISCUSSION:

For historical and comparative purposes regarding the Executive Director’s salary, please see the following charts:

HISTORY OF EXECUTIVE DIRECTOR SALARY VS BUDGETED AMOUNTS			
Fiscal Year	Approved Salary	Fiscal Year	Budgeted Salary
2017	\$125,000	2017	\$125,000
2018	\$148,000	2018	\$148,000
2019	\$148,000	2019	\$153,336
2020	\$148,000	2020	\$153,336
2021	\$148,000	2021	\$153,336
2022	\$148,000	2022	\$165,603
2023	\$148,000*	2023	\$188,080

*Note – effective June 30, 2023, the Finance Department (Payroll) updated the correct retro pay increases for the ratified MOU for Executives and current salary is \$171,329.

DOCUMENTS ATTACHED:

Attachment 1 - Board’s adopted Budget for Fiscal Year 2018-19

Attachment 2 - Board’s adopted Budget for Fiscal Year 2023-24 and Fee Study Excerpt

Attachment 3 - Executive Management MOU Excerpts

REVISED PROPOSED FISCAL YEAR 2018-19 RENT PROGRAM BUDGET | ADOPTED: APRIL 23, 2018

						TOTAL ALLOCATED FY 17-18	BUDGETED FY 2018-19	Comments
Obj. Code	Title	FY 18-19 Salary	Benefits (at 55% of Salary)	FY 18-19 Salary & Benefits	TOTAL (1 employee)			Salary Assumptions (includes Step Increase)
			0.55					
400001	EXECUTIVE STAFF	\$ 530,552	\$ 291,804	\$ 822,356	\$ 822,356	\$ 582,834	\$ 822,356	
	Executive Director*	\$ 148,000	\$ 81,400	\$ 229,400	\$ 229,400	\$ 214,908	\$ 229,400	\$9,024 - \$14,364
	Deputy Director*	\$ 101,896	\$ 56,043	\$ 157,939	\$ 157,939	\$ 150,418	\$ 157,939	\$8,087 - \$12,873
	Staff Attorney	\$ 140,328	\$ 77,180	\$ 217,508	\$ 217,508	\$ 108,754	\$ 217,508	\$9,024 - \$14,364
	Hearing Examiner	\$ 140,328	\$ 77,180	\$ 217,508	\$ 217,508	\$ 108,754	\$ 217,508	\$9,024 - \$14,364
400002	MANAGEMENT STAFF - 1021	\$ 242,235	\$ 133,229	\$ 375,464	\$ 375,464	\$ 252,632	\$ 375,464	
	Rent Program Services Analyst	\$ 85,891	\$ 47,240	\$ 133,131	\$ 133,131	\$ 80,963	\$ 133,131	\$6,357 \$6,674 \$6,977 \$7,315 \$7,684
	Rent Program Services Analyst	\$ 82,102	\$ 45,156	\$ 127,258	\$ 127,258	\$ 80,963	\$ 127,258	\$6,357 \$6,674 \$6,977 \$7,315 \$7,684
	Administrative Analyst	\$ 74,242	\$ 40,833	\$ 115,075	\$ 115,075	\$ 90,706	\$ 115,075	\$6,357 \$6,674 \$6,977 \$7,315 \$7,684
400003	LOCAL 1021 STAFF	\$ 121,100	\$ 66,605	\$ 187,705	\$ 187,705	\$ 69,465	\$ 187,705	
	Administrative Aide	\$ 60,550	\$ 33,303	\$ 93,853	\$ 93,853	\$ 69,465	\$ 93,853	\$4,910 \$5,115 \$5,360 \$5,602 \$5,873
	Administrative Aide	\$ 60,550	\$ 33,303	\$ 93,853	\$ 93,853	\$ -	\$ 93,853	\$4,910 \$5,115 \$5,360 \$5,602 \$5,873
400006	PART TIME/TEMP STAFF	\$ 66,740	\$ -	\$ -	\$ -	\$ 62,024	\$ 66,740	
	Administrative Student Intern	\$ 16,685				\$ 15,506	\$ 16,685	\$15.54 \$17.20 \$18.81 \$20.51 \$22.07
	Administrative Student Intern	\$ 16,685				\$ 15,506	\$ 16,685	\$15.54 \$17.20 \$18.81 \$20.51 \$22.07
	Administrative Student Intern	\$ 16,685				\$ 15,506	\$ 16,685	\$15.54 \$17.20 \$18.81 \$20.51 \$22.07
	Administrative Student Intern	\$ 16,685				\$ 15,506	\$ 16,685	\$15.54 \$17.20 \$18.81 \$20.51 \$22.07
400031	Overtime/Comp Time					\$ 12,000	\$ 5,000	
*Salary increases for Executive Staff are discretionary in nature. Figures shown represent maximums and are subject to Board or Director approval.								
TOTAL SALARIES AND BENEFITS						\$ 978,953	\$ 1,457,265	
Cost Pool and Risk Management:								
400574	General Liability and Worker's Comp					\$ 52,981	\$ 68,563	Workers Compensation - \$2,748 per employee, General Liability - \$3,485 per employee (combined total \$6,233 per employee.) 10 FTEs FY 18-19
400591	Space at 440 Civic Center Plaza					\$ 52,275	\$ 52,275	Space at 440 CCP is based on the percentage of total square footage occupied. This percentage is then applied to the total annual debt service. Rent Program is presumed to occupy 0.9% of Civic Center's total square footage. The percentage was applied to the total annual debt service for FY 2016-17 to determine the cost.

		TOTAL ALLOCATED FY 17-18	BUDGETED FY 2018-19	Comments
400586	Indirect Cost	\$ 51,454	\$ 51,454	Indirect Costs are charges allocated to City Departments to reimburse the General Fund for administrative services by central service departments (i.e. City Council, City Manager, City Attorney, City Clerk, Finance, HR, etc.) Allocations are determined in the City's cost allocation plan completed by an external consultant. Since the Rent Program dept. is new, it was not included in the current cost allocation plan. Staff recommended using the allocation of a department similar in size. In this case, the City Manager's Office was used as the basis.
400552	Supplemental Liability Insurance Policy (SLIP)	\$ 25,000	\$ 25,000	General liability policy for the Rent Control program.
Sub-Total Cost Pool + Risk Management		\$ 181,710	\$ 197,292	
IT Costs				
400220	IT Professional Services and Startup Costs	\$ 29,500	\$ 3,000	IT Services - Contract with DataTree for property verification data (\$250 per month); Contract with Superion for database development
400601	Annual IT Costs (Including replacement funding)	\$ 18,683	\$21,683	General PC software and costs.
Sub-Total IT Expenses		\$ 48,183	\$ 24,683	
Legal Costs				
400206	Outside Legal Counsel (Litigation)	\$ 120,000	\$ 120,000	Outside legal counsel to respond to litigation pertaining to the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance. Previous litigation was dismissed without prejudice on Saturday, May 6, 2017. The budgeted amount reflects estimate for anticipated future litigation.
400206	Rent Program Legal Counsel (Contract)	\$ 160,000	\$ -	Contract legal services to support the Rent Program Department.
400206	Community Services Agency Contracts	\$ 150,000	\$ 150,000	Legal services to provide assistance to Tenants that have paid the Maximum Allowable Rent, are being evicted (Unlawful Detainer), and are able to provide evidence that their Landlord is not in compliance with the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance.
Sub-Total Legal Expenses		\$ 430,000	\$ 270,000	

					TOTAL ALLOCATED FY 17-18	BUDGETED FY 2018-19	Comments
Professional and Admin Services							
400201	Contractor to focus on Compliance				N/A	\$ 97,500	Mass-mailing and exemption verification project; issuing correspondence; taking legal action. Assumes \$150/hour for 10-15 hours per week.
400201	Management Partners				\$ 20,000	\$ -	Professional services and technical assistance to assist with startup program design, processes, and administration. Services are likely to conclude by the end of FY 2017-18.
400201	Additional Subject Matter Experts				\$ 30,000	\$ -	Contracts with subject matter experts to assist with drafting and reviewing regulations and other Rent Board policies
400201	Contract Hearing Examiner Services				\$ 6,025	\$ 57,000	Contract attorney to act as a backup hearing examiner in the event there is (1) a conflict of interest between either party and the Staff Hearing Examiner or (2) backup services are needed to adequately handle the volume of petitions submitted in the first operational year of the Hearings Unit. Assumes 6 petitions per fiscal year, 38 hours per petition, at a rate of \$250 per hour.
400201	Mediation Services				\$ 30,000	\$ -	Contract with mediation service provider
400201	Translation Services				\$ 30,000	\$ 15,000	Translation services to ensure that all forms and notices are available in both English and Spanish, at a minimum, and for oral translation, as it may be advantageous for administration. Assumes 4,500 words per month @ \$0.14/word and 10 hours of verbal translation per month @ \$50.00/hour.
Sub-Total Professional & Admin					\$ 116,025	\$ 169,500	
Other Operating Expenses							
400231	Postage & Mailing				\$ 75,000	\$ 50,000	Costs of mailing include production, printing, proofing, and postage
400233	Copying & Duplicating				\$ 50,000	\$ 5,000	Bulk printing of materials for public outreach and information.
400304	Copy Machine Rental				\$ 5,000	\$ 5,000	Cost of rental and maintenance of Xerox machines in 440 Civic Center Plaza.

					TOTAL ALLOCATED FY 17-18	BUDGETED FY 2018-19	Comments
400322	Miscellaneous Expenses				\$ 10,000	\$ 10,000	Miscellaneous expenses associated with program development and operations.
400341	Office Supplies and Furniture				\$ 6,000	\$ 21,000	Cost of general office supplies, timestamp, and office furniture (e.g. desk chairs.)
400344	Computer/Phone Supplies				N/A - New Line Item (previously included in misc expenses)	\$ 6,300	10 computer monitors @ \$300.00; 8 headsets @ \$379.95; 1 phone setup @ \$200
400272	Community Education				\$ 20,000	\$ 10,000	Materials for community workshops and other outreach events.
400242	Mileage				\$ 1,000	\$ 1,000	Use of City pool car.
400243	Training / Conferences				\$ 15,000	\$ 10,500	Cost of attending Mediation Training for 7 staff members (\$1,500 per person)
400401	Phone				\$ 1,200	\$ 1,200	Cell phone for Executive Director.
400262	Books and Educational Materials				\$ 200	\$ 200	Educational and reference materials.
	UC Berkeley Public Service Internship Program Interns				N/A	\$ 3,000	The Rent Program has partnered with the UC Berkeley Public Service Center to host two interns at the Rent Program Office. The requested financial contribution for the Public Service Internship Program is a \$1,500 stipend per intern for the academic year.
400271	Ad & Promotional materials				\$ 2,000	\$ 2,000	Posting of community events and other information in publications; use of Canva graphics; Adobe InDesign subscription (\$240 annually)
	Sub-Total Other Operating				\$ 185,400	\$ 125,200	
	TOTAL OPERATING EXPENSES				\$ 961,318	\$ 786,675	
	Reserves:						
	Operating Reserve (17%)				\$ 329,846	\$ 381,470	As recommended by the Government Finance Officers Association (GFOA.)
	Risk Reserve (8%)				\$ 155,222	\$ 179,515	Risk Management reserve fund.
	Sub-Total Reserves				\$ 485,068	\$ 560,985	
	GRAND TOTAL				\$ 2,425,339	\$ 2,804,925	

ITEM J-1 ATTACHMENT 2

ADOPTED FY 2023 - 2024 RENT PROGRAM BUDGET AND FEE STUDY

FEE STUDY														
		Type	# UNITS	Proposed Fee	Revenue	(a) + (b) + (c)	Program Fee	Just Cause Fee	Rent Control Fee					
		Fully-Covered	7,749	\$220	\$1,706,273	(a) + (b) + (c)	\$84	\$41	\$95					
		Partially-Covered	10,385	\$125	\$1,298,425	(a) + (b)	(a)	(b)	(c)					
		Total Units	18,134		\$3,004,698									
BUDGET														
Object #	City Account Description	FY 18-19 ACTUALS	FY 19-20 ACTUALS	FY 20-21 ACTUALS	FY 21-22 ACTUALS	FY 22-23 ADOPTED	FY 23-24 PROPOSED	Notes	Program Allocation (%)	Program Allocation (\$)	Just Cause Allocation (%)	Just Cause Allocation (\$)	Rent Control Allocation (%)	Rent Control Allocation (\$)
REVENUES														
340445	Fees/Admin Fees	2,189,703	2,681,689	2,764,961	2,332,429	3,062,687	3,004,698	(1)						
361701	Int & Invest/Pooled-All Other	367	11,537	6,096	4,619	14,000	20,000							
364867	Revenue from Collections & Other	133	13,042	24,796	19,641	30,000	50,000							
	TOTAL REVENUES	2,190,203	2,706,268	2,795,854	2,356,688	3,106,687	3,074,698							
EXPENSES														
400001	Salaries & Wages/Executive	530,092	639,594	649,356	676,463	724,848	846,234	(2)	55%	465,429	20%	169,247	25%	211,559
400002	Salaries & Wages/Mgmts.-Local 21	294,152	263,080	183,838	147,008	324,846	367,225	(2)	55%	201,974	20%	73,445	25%	91,806
400003	Salaries & Wages/Local 1021	128,866	150,317	168,422	152,925	202,332	337,653	(2)	55%	185,709	20%	67,531	25%	84,413
400006	Salaries & Wages/PT-Temp	49,557	45,905	32,244	35,234	35,776	37,565	(2)	55%	20,661	20%	7,513	25%	9,391
400031	Overtime/General	4,778	2,094	1,312	1,793	2,500	2,500	(2)	55%	1,375	20%	500	25%	625
400048	Other Pay/Billingual Pay	6,993	9,064	9,719	7,910	11,172	11,470	(2)	55%	6,309	20%	2,294	25%	2,868
400049	Other Pay/Auto Allowance	4,200	4,200	4,200	4,200	4,200	4,200	(2)	55%	2,310	20%	840	25%	1,050
400050	Other Pay/Medical-In Lieu of	2,700	1,500	-	-	-	-		55%	-	20%	-	25%	-
400079	Comp Absences/WC-Prof-Mgt-Tec	1,486	5,328	-	-	-	-		55%	-	20%	-	25%	-
400058	OTHER PAY/Retro Pay 2022-23 and Prior	-	-	-	34,200	-	63,615		55%	34,988	20%	12,723	25%	15,904
	Subtotal - Salaries & Wages	1,022,823	1,121,084	1,049,091	1,059,732	1,305,674	1,670,462			918,754		334,092		417,615
400103	P-Roll Ben/Medicare Tax-ER Shor	14,937	16,389	15,313	15,435	18,207	20,774	(3)	55%	11,426	20%	4,155	25%	5,194
400105	P-Roll Ben/Health Insurance Be	146,557	136,575	128,611	168,100	232,291	271,329	(3)	55%	149,231	20%	54,266	25%	67,832
400106	P-Roll Ben/Dental Insurance	16,652	17,021	17,534	13,509	17,520	18,031	(3)	55%	9,917	20%	3,606	25%	4,508
400109	P-Roll Ben/Employee Assistance	430	473	422	244	216	234	(3)	55%	129	20%	47	25%	59
400110	P-Roll Ben/Professional Dev-Mg	3,728	5,200	1,500	250	6,750	7,500	(3)	55%	4,125	20%	1,500	25%	1,875
400111	P-Roll Ben/Vision	2,106	2,095	2,049	1,588	2,052	2,158	(3)	55%	1,187	20%	432	25%	540
400112	P-Roll Ben/Life Insurance	5,557	4,006	3,433	3,336	4,139	3,931	(3)	55%	2,162	20%	786	25%	983
400114	P-Roll Ben/Long Term Disability	9,408	10,100	9,259	6,952	12,342	11,996	(3)	55%	6,598	20%	2,399	25%	2,999
400116	P-Roll Ben/Unemployment Ins	1,860	5,100	4,960	4,440	5,472	5,928	(3)	55%	3,280	20%	1,186	25%	1,482
400117	P-Roll Ben/Personal/Prof Dev	750	1,493	1,500	1,140	2,250	2,250	(3)	55%	1,238	20%	450	25%	563
400118	P-Roll Ben/Worker Comp-Injury Appt	-	-	692	-	-	-		55%	-	20%	-	25%	-
400121	P-Roll Ben/Worker Comp-Clerical	13,806	12,154	14,541	9,042	24,001	6,923	(3)	55%	3,808	20%	1,385	25%	1,731
400122	P-Roll Ben/Worker Comp-Prof	69,352	60,744	74,891	47,762	-	-	(14)	55%	-	20%	-	25%	-
400127	P-Roll Ben/OPEB	39,338	43,623	42,145	40,276	40,723	32,127	(3)	55%	17,670	20%	6,425	25%	8,032
400130	P-Roll Ben/PARS Benefits	642	434	50	398	-	-		55%	-	20%	-	25%	-
400149	P-Roll Ben/Misc.	123,021	140,616	139,314	128,986	156,287	186,975	(3)	55%	102,836	20%	37,395	25%	46,744
400151	P-Roll Ben/Misc. (UAL)	162,985	235,683	271,234	252,844	287,268	309,894	(3)	55%	170,442	20%	61,979	25%	77,474
	Subtotal Fringe Benefits	611,127	691,706	727,447	694,301	809,518	880,050			484,028		176,010		220,013
400201	Prof Svcs/Professional Svcs	32,112	38,241	10,957	10,460	143,455	140,900	(4)	55%	77,495	20%	28,180	25%	35,225
400206	Prof Svcs/Legal Serv Cost	137,614	193,742	149,994	183,326	210,000	275,000	(5)	10%	27,500	70%	192,500	20%	55,000
400220	Prof Svcs/Info Tech Services	2,375	-	2,142	2,205	-	2,400	(4)	55%	1,320	20%	480	25%	600
400241	Travel & Trng/Meal Allowance	359	-	-	-	-	-		55%	-	20%	-	25%	-
400242	Travel & Trng/Mileage	1,284	17	-	-	-	-		55%	-	20%	-	25%	-
400243	Travel & Trng/Conf, Mtng Trng	280	-	-	-	-	-		55%	-	20%	-	25%	-
400245	Travel & Trng/Tuition Rmb/Cert	800	800	-	-	800	800	(6)	55%	440	20%	160	25%	200
400261	Dues & Pub/Memberships & Dues	824	1,590	1,453	1,437	1,650	1,650	(7)	55%	908	20%	330	25%	413
400263	Dues & Pub/Subscription	1,500	-	-	-	-	-		55%	-	20%	-	25%	-
400271	Ad & Promo/Advertising & Promo Materials	1,559	2,106	1,702	3,928	800	800	(8)	55%	440	20%	160	25%	200
400272	Ad & Promo/Community Events	1,563	1,722	-	-	-	-		55%	-	20%	-	25%	-
400280	Adm Exp/Program Supplies	5,292	1,600	3,432	1,126	5,380	5,808	(9)	55%	3,194	20%	1,162	25%	1,452
	Subtotal Prof & Admin Services	185,563	239,819	169,680	202,481	362,085	427,358			111,297		222,972		93,090
400231	Off Exp/Postage & Mailing	10,849	5,905	6,528	14,981	17,300	15,355	(10)	55%	8,445	20%	3,071	25%	3,839
400232	Off Exp/Printing & Binding	12,071	3,295	3,428	735	24,404	15,425	(11)	55%	8,484	20%	3,085	25%	3,856
400233	Off Exp/Copying & Duplicating	46	-	236	-	500	-		55%	-	20%	-	25%	-
400304	Rental Exp/Equipment Rental	8,721	4,532	2,488	2,554	9,000	9,000	(12)	55%	4,950	20%	1,800	25%	2,250
400321	Misc. Exp/Misc. Contrib	3,000	-	1,500	1,500	2,000	2,000	(13)	55%	1,100	20%	400	25%	500
400322	Misc. Exp/Misc. Exp	3,061	2,262	-	173	2,000	5,000		55%	2,750	20%	1,000	25%	1,250
400341	Off Supp/Office Supplies	8,721	6,024	1,891	6,457	5,000	5,000		55%	2,750	20%	1,000	25%	1,250
400344	Off Supp/Computer Supplies	18	783	-	-	-	-		55%	-	20%	-	25%	-
	Subtotal Other Operating	46,486	22,801	16,072	26,400	60,204	51,780			28,479		10,356		12,945
400121	Carry forward from FY 2022-23 - System	-	-	-	-	-	(100,000)	(4)	55%	(55,000)	20%	(20,000)	25%	(25,000)
400401	Utilities/Tel & Telegraph	254	414	551	498	500	500		55%	275	20%	100	25%	125
400538	Contract Svcs/Other Contract Svcs	-	-	103	150	-	-		55%	-	20%	-	25%	-
400552	Prov Fr Ins Loss/Ins Gen Liab	8,029	8,765	9,047	8,991	9,300	9,300		55%	5,115	20%	1,860	25%	2,325
400574	Cost Pool/(ISF)-Gen Liab	55,701	75,144	69,513	79,937	-	-	(14)	55%	-	20%	-	25%	-
400586	Cost Pool/(CAP)-Admin Charges	51,454	51,454	51,454	52,481	-	-	(14)	55%	-	20%	-	25%	-
400591	Cost Pool/(IND)/Civic Ctr Alloc	52,420	47,026	50,289	50,286	48,217	60,248	(14)	55%	33,136	20%	12,050	25%	15,062
400601	Noncap Asst/Comp Hardware<5K	-	6,526	-	-	-	5,000	(15)	55%	2,750	20%	1,000	25%	1,250
400604	Noncap Asst/Furniture <5K	13,328	-	-	-	-	-		55%	-	20%	-	25%	-
	TOTAL EXPENSES	2,047,186	2,264,738	2,143,246	2,175,258	2,595,497	3,004,698			1,528,834		738,440		737,424
	NET BUDGET BALANCE	143,017	441,530	652,608	181,431	511,190	70,000			1,528,834		738,440		737,424

Notes:

- (1) Assumes a Fiscal Year 2023-24 Rental Housing Fee of \$220 for Fully Covered unit and \$125 for Partially Covered units and Carry forward \$100,000 for cloud-based solution - IT charge from previous fiscal year
- (2) Refer to the Budget and Fee Study for detailed salary and wage assumptions
- (3) The Rent Program received budgeted Fringe Benefits amounts from the City's Finance - Budget Division with the except for Workers Compensation
- (4) Includes \$100,000 for cloud-based solution (2022-23 Carry forward), \$4,500 for a property information subscription, \$3,000 for a legal research subscription, \$23,400 for scheduled interpretation, \$9,500 for written translation, and \$500 for on-demand interpretation services = \$140,900 total; for Object 400220 - \$2,400 TRAKIT annual fee for IT charge
- (5) Includes \$200,000 contract with the Eviction Defense Center to assist with Unlawful Detainer cases, \$75,000 to contract legal services for small landlords
- (6) In accordance with City personnel policies, eligible employees may receive reimbursement of up to \$800 for higher education tuition
- (7) Anticipated cost of Bar Association dues for three attorneys (\$550 per Attorney)
- (8) Budgeted amount includes funds to satisfy the requirement to publish notices in the newspaper for public hearings as part of the budget adoption process and social media promotions
- (9) Budgeted amount includes the cost of email accounts for Rent Board Members, business cards, and videoconference/webinar accounts
- (10) Budgeted amount reflects anticipated postage costs for Rental Housing Fee invoices, tenancy registration mailings, and the Guide to Rent Control
- (11) Budgeted amount reflects anticipated printing costs for Rental Housing Fee invoices, tenancy registration mailings, and the Guide to Rent Control
- (12) Lease of copy machines including a cost-per-copy amount
- (13) Stipends for UC Berkeley Public Service Center interns, ranging from \$1,000 - \$1,500 per intern and \$500 for tenant survey to be conducted
- (14) Rent Program is working with the City to determine the proper methodology of Cost Pool allocation, the methodology and allocation is under review
- (15) Budgeted technology for the Rent Board Members - computer or tablet hardware

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SALARIES AND WAGES	
400001 – 400006 Permanent Employees	Proposed Allocation: \$1,588,677

The allocation reflects salary-related costs for all filled positions and includes a Memorandum of Understanding negotiated monthly pay rate increase per each Bargaining Unit for Executive Staff Local 21, Mid-Management Local 21, and SEIU Local 1021. The rate increases took effect on January 1, 2023, at 5% and the City shall increase the monthly pay rate by 4% and 5% effective on January 1, 2024. Retro salary increases are being processed by the Payroll Division, refer to page 7 for details for each Bargaining Unit.

Position	Fiscal Year 2022-23 Salary	Fiscal Year 2023-24 Salary	Notes
Executive Director	\$165,603	\$188,080	Max Range- Wage Schedule
Hearing Examiner	\$149,596	\$173,239	MOU – 5% Increase 1/2024
General Counsel	\$152,649	\$181,901	MOU – 5% Increase 1/2024
Deputy Director	\$140,000	\$163,547	MOU – 5% Increase 1/2024
Staff Attorney	\$117,000	\$139,467	MOU – 5% Increase 1/2024
Subtotal Executive Staff	\$724,848	\$846,234	
Rent Program Services Analyst II	\$83,724	\$88,874	Step 2 and 4% Increase
Senior Administrative Analyst	\$80,982	\$98,339	Reclassified from Assistant Admin. Analyst: Q3-2023 – and 4% Increase
Rent Program Services Analyst I	\$74,244	\$78,763	Step 4 and 4% Increase
Senior Management Analyst	\$85,896	\$101,248	Reclassified from Program Analyst – 4% Increase
Subtotal Local 21 Mid-Management Staff	\$324,846	\$367,225	
Administrative Aide	\$70,476	\$78,494	MOU – 4% Increase 1/2024
Administrative Aide	\$61,380	\$72,603	Step 2 and 4% Increase 1/2024
Administrative Aide	\$70,476	\$77,405	Step increases per MOU and 4% Increase 1/2024
Office Assistant II- 2 Additions	\$0	\$109,150	Budget at Step 2
Subtotal SEIU 1021 Staff	\$202,332	\$337,653	
Administrative Student Intern	\$17,888	\$18,782	
Administrative Student Intern	\$17,888	\$18,783	
Subtotal Part Time/Temp Staff	\$35,776	\$37,565	
TOTAL SALARIES	\$1,287,802	\$1,588,677	

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**City of Richmond and IFPTE Local 21 –
Executive Management Unit**

**2022 Classification and Compensation Meet and Confer
City Proposal Number 1 – Version 4**

Date: May 24, 2023

Subjects: Classification and Compensation Study Implementation

TK
Jult
5-26-23

Proposal

The City proposes to implement the 2021 Segal Classification and Compensation Study for all represented classifications via the below side letter to the Parties' current MOU. The City further proposes to address the Union's interest for an across-the-board minimum increase for employees with four additional compensation enhancements to the Parties' MOU:

- 1) Increase the value of the January, 2024 base wage increase from 4.0% to 5.0%;
- 2) Increase the value of the January, 2025 base wage increase from 4.0% to 5.0%;
- 3) Establish a City contribution to a deferred compensation account for each Executive in the amount of 2.0% of each employee's semi-monthly base salary to occur each pay period starting July, 2023 and;
- 4) Add longevity pay as described in the proposed MOU language below.

MOU Side Letter Language

The City of Richmond ("City") and IFPTE Local 21 Executive Management Unit ("Union") (collectively, "the Parties") have met and conferred in good faith pursuant to California law and Article 6.1 of the Parties' 2021 - 2025 Memorandum of Understanding concerning implementation of the 2021 Segal Classification and Compensation Study. The Parties hereby agree as follows:

1. The Parties approve the IFPTE Local 21 Executive Management Unit Salary Adjustments from the Segal Classification and Compensation Study Final Report dated June 2021. (Attachment A.)
2. The Parties approve the IFPTE Local 21 Executive Management Unit Job Description updates from the Segal Classification and Compensation Study Final Report dated June 2021 as amended by the Parties. (Attachment B.)
3. The equity adjustments will be implemented the first full pay period following City Manager (or designee) approval of the job description changes. The City will recommend adoption of this side letter including Attachments A & B to the City Council.
4. The Parties shall conduct bi-weekly video conferences to review the City's progress implementing the Segal Classification and Compensation Study for the Executive Unit until the City has completed the process of adopting the updated job descriptions.

The City will implement the Compensation Study by placing employees in the proposed grade for their job classification as stated in Attachment A. Job classifications receiving an equity adjustment will be placed in the range reflecting the value of the equity adjustment recommendation by Segal. Job classifications that do not receive an equity adjustment will remain in their current salary range. Individual employees will be placed within their salary range at a point most similar to their current range that does not cause a reduction in base wage. The ranges will be divided into five equal portions to assess where the employee will be placed in the range to comply with the methodology detailed above.

Base Wage Increases, Deferred Compensation and Longevity Pay

The City will increase base wages for all classifications in the Executive Unit, establish a City deferred compensation contribution and establish longevity pay for Executives. These changes are separate from the agreed upon equity adjustments for the Executive Unit.

1. The monthly pay rate increase for January 1, 2024 described in Section 6.1 of the MOU will change from 4.0% to 5.0%.

TA Jult
5-26-23

2. The monthly pay rate increase for January 1, 2025 described in Section 6.1 of the MOU will change from 4.0% to 5.0%.
3. Section 7.18 of the MOU will be amended to add the following sentence: "Starting July 1, 2023, the City will contribute an amount equal to 2.0% of each employee's semi-monthly base salary into their deferred compensation account each pay period."
4. Section 6.12 will be added to the MOU and will read as follows:

"Longevity Pay

Effective the first full pay period in July, 2023, eligible employees shall receive longevity pay as follows:

An employee who has completed five years of service at the City will receive longevity pay in the amount of 2.0% of base salary effective the first full pay period following their fifth anniversary date.

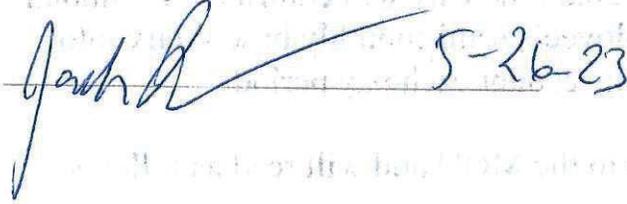
An employee who has completed ten years of service at the City will receive an additional longevity pay in the amount of 2.5% of base salary effective the first full pay period following their tenth anniversary date, increasing their total longevity pay to 4.5%.

An employee who has completed twenty years of service at the City will receive an additional longevity pay in the amount of 4.5% of base salary effective the first full pay period following their twentieth anniversary date, increasing their total longevity pay to 9.0%."

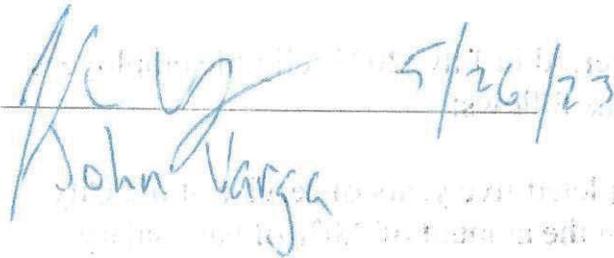
TA
JWH
5-26-23

The Parties will not further amend their current Memorandum of Understanding as a result of this Agreement. This Agreement embodies all items agreed upon by and between the Parties regarding the Study as addressed above.

For the City:


5-26-23

For the IFPTE Local 21 Executive Management Unit:


5/26/23
John Karger

RESOLUTION NO. _____

RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA
APPROVING THE CONTRACT AMENDMENT REGARDING EQUITY ADJUSTMENT
AND COMPENSATION ENHANCEMENTS TO THE PARTIES' MOU AFTER THE CITY
RECEIVES A FINALIZED CLASS AND COMPENSATION STUDY BETWEEN THE CITY
OF RICHMOND AND INTERNATIONAL FEDERATION OF PROFESSIONAL AND
TECHNICAL ENGINEERS (IFPTE) LOCAL 21 EXECUTIVE MANAGEMENT UNIT

WHEREAS, the City and International Federation of Professional and Technical Engineers (IFPTE) Local 21 Executive Management Unit have a Memorandum of Understanding covering the period July 1, 2021 – June 30, 2025; and

WHEREAS, the IFPTE Local 21 Executive Management Unit Memorandum of Understanding states that “During the term of the MOU, the Parties shall reopen labor negotiations concerning base wage increases (no decreases) after the City receives a finalized classification and compensation study from The Segal Group, Inc.”; and

WHEREAS, the parties have executed a contract amendment regarding the above paragraph on equity adjustments and four compensation enhancements to the parties' MOU; and

WHEREAS, the contract amendment shall not bind the parties until they are ratified by a majority of the IFPTE Local 21 Executive Management Unit membership and ratified by the City Council; and

WHEREAS, the contract amendment will establish equity adjustments and four compensation enhancements to the parties' MOU; and

WHEREAS, the adoption of this contract amendment will support a stable and amicable labor relations environment in the City.

NOW THEREFORE, BE IT RESOLVED, that the City Council of Richmond approves the contract amendment among the City of Richmond and SEIU Local 1021 General Employees unit regarding equity adjustments and base wage increase, the terms of which are set for and marked as Exhibits A to the agenda report in support of the resolution.

I hereby certify that the foregoing Resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held _____ by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

Mayor

Approved as to form:

City Attorney

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 19, 2023

Final Decision Date Deadline: July 19, 2023

STATEMENT OF THE ISSUE: Public Comment serves as a “listening post” for the Richmond Rent Board to hear directly from the public on any item that is within the subject-matter jurisdiction of the Board. The public may also comment on a specific Agenda Item when the item is under consideration by the Board. In either case, the issues are often complex and multifaceted requiring detailed explanation. The time allotted for public comment per Regulation 309(A)11 does not allow the public adequate time to cogently communicate with the Rent Board.

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: (1) DISCUSS the pros and cons of increasing the time for each public speaker by two minutes, (2) APPROVE the increase of time for each public speaker by two minutes,(3) DIRECT staff to draft an amended Regulation 309(A)11 in accord with the Board’s approval, (4) SUBMIT the amended Regulation 309(A)11 for the Board’s consideration and adoption at the August 16, 2023, Regular Meeting of the Richmond Rent Board, and (5) DIRECT staff to publicize the amended Regulation on the Board’s website and any other appropriate medium prior to promulgation on September 15, 2023 – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

J-2.

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AGENDA REPORT

DATE: July 19, 2023
TO: Chair Cantor and Members of the Richmond Rent Board
FROM: Elaine Dockens, Member, Richmond Rent Board
SUBJECT: Time Allotted for Public Comments per Regulation 309(A)11

STATEMENT OF THE ISSUE:

Public Comment serves as a “listening post” for the Richmond Rent Board to hear directly from the public on any item that is within the subject-matter jurisdiction of the Board. The public may also comment on a specific Agenda Item when the item is under consideration by the Board.

In either case, the issues are often complex and multifaceted requiring detailed explanation. The time allotted for public comment per Regulation 309(A)11 does not allow the public adequate time to cogently communicate with the Rent Board.

FISCAL IMPACT: None

DISCUSSION:

BACKGROUND

Richmond Municipal Code, Section 11.100.060 (f) Rules and Regulations, states among other things, that “The Board shall issue and follow such rules and regulations, including those which are contained in this Chapter, as will further the purposes of the Chapter.”

The Rent Board adopted Regulation 309(A)11 which governs the rules for public comment during Board meetings and established “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.”

PROPOSED AMENDMENT TO REGULATION 309 (A) 11:

Amend Regulation 309(A)11 to increase the time allocated for each speaker by two minutes.

IMPACT on Length of Meetings: De Minimis.

- (1) In the Fiscal Year 2021 to 2022, the Rent Board held 15 meetings open to the public. A total of 51 public speakers voiced their opinions. (See Attachment 1)
- (2) The average number of speakers per meeting between May 2021 to June 2022 was 3.2
- (3) Adding one minute per speaker: 18 speakers in one hour.
Adding two minutes per speaker: 15 speakers in one hour.

PURPOSE

The purpose of the proposed change is to allow members of the public two minutes more time than is currently allowed under Regulation 309(A)11.

RECOMMENDED ACTION

- (1) DISCUSS the pros and cons of increasing the time for each public speaker by two minutes.
- (2) APPROVE the increase of time for each public speaker by two minutes.
- (3) DIRECT staff to draft an amended Regulation 309(A)11 in accord with the Board's approval.
- (4) SUBMIT the amended Regulation 309(A)11 for the Board's consideration and adoption at the August 16, 2023, Regular Meeting of the Richmond Rent Board.
- (5) DIRECT staff to publicize the amended Regulation on the Board's website and any other appropriate medium prior to promulgation on September 15, 2023.

ATTACHMENT:

Attachment 1: Staff tabulation: List of speakers during FY 2022-2023 Rent Board Meetings.

Attachment 2: Rent Board Regulations Chapter 3 with Regulation 309 (A) 11 highlighted.

July 19, 2023

**ITEM J-2
ATTACHMENT 1**

RENT BOARD MEETING DATE	# OF SPEAKERS	NAME
5/18/2022	2	CORDELL HINDLER JIMMY SMITH
6/15/2022	5	ABBY SUKARTO CORDELL HINDLER ILONA CLARK JIMMY SMITH RICHARD ALEXANDER
6/23/2022 (SPECIAL)	4	JIMMY SMITH ELIZABETH KOLLER TUAN NGO ILONA CLARK
7/20/2022	2	CORDELL HINDLER JIMMY SMITH
8/17/2022	15	CORDELL HINDLER ELSA STEVENS ELDA FONTANO ELAINE DOCKENS LAUREEN LOBER ROSA VILLAGRAND ASUNCION CARMONA IRENE GONZALEZ SUILMA NAVARRETE MARIA DIAS ANA GONZALEZ RAUL VASQUEZ SAM LEWIS BLANCA RETANO JUANA TREJO
9/21/2022	6	CORDELL HINDLER JIMMY SMITH RICHARD ALEXANDER DENIKA ANDREWS ILONA CLARK ABBY SUKARTO
10/19/2022	4	MITCH RICE CORDELL HINDLER ZACK JENSSEN ILONA CLARK
11/16/2022	1	CORDELL HINDLER
12/21/2022	2	CORDELL HINDLER ILONA CLARK
1/18/2023	2	CORDELL HINDLER ILONA CLARK
2/15/2023	1	CORDELL HINDLER
3/15/2023	2	MELVIN WILLIS SHANNON CUNNINGHAM

ITEM J-2
ATTACHMENT 1

4/19/2023	1	ILONA CLARK
5/17/2023	3	ILONA CLARK L. CASILLAS JOSUA (INTERPRETER)
6/26/2023	1	M. LANGLOIS

Chapter 3: RENT BOARD

300. Purpose

The purpose of this Chapter is to ensure consistency and predictability during Rent Board meetings by creating a framework in which Rent Boardmembers will conduct the business of the public in adherence with existing State law.

301. Boardmember Qualifications

- A. Consistent with both City of Richmond Municipal Code Section 11.100 et.seq, and the City of Richmond Charter, the Mayor and City Council are vested with the power to both appoint and remove Boardmembers. The Rent Board shall consist of five (5) Boardmembers, all of whom must maintain Richmond residency during their tenure.
- B. There shall not be more than two Boardmembers serving on the Board that either own or manage any rental property or are realtors.

301.5. Expiration of Term

- A. Where a Rent Boardmember's term has expired, that member shall continue to discharge their duties until they are either reappointed, or their successor is appointed.
- B. In the event that a Rent Boardmember who continued to discharge their duties after the expiration of their term is reappointed, the time during which they continued to discharge their duties while awaiting reappointment shall be counted against their overall two-year term.
- C. In no event shall a Rent Board member serve a total of five (5) terms.

[Adopted February 17, 2021]

302. Election of Chairperson

The members of the Rent Board shall elect from among themselves a Chair and Vice Chair for a term not to exceed one year. The election of the Chair and Vice Chair requires a majority vote. At the end of the Chair and Vice Chair term, neither person will be eligible to hold the same position until at least one year after the expiration of their chairship. The election of the Chair and Vice Chair must be held at a properly agendized, Regular Rent Board meeting.

303. Rent Board Motions

All Rent Board motions taken at a properly agendized Rent Board meeting requires the affirmative vote of three (3) Rent Boardmembers. All decisions by the Rent Board shall be recorded by roll call vote and a record of such action shall be available to the public.

304. Quorum

Three (3) Boardmembers shall constitute a quorum of the Board.

305. Agenda

The Rent Board clerk shall compile the agenda. The agenda, with all supporting matters, shall be transmitted to the Boardmembers and be available to the public at least seventy-two (72) hours prior to the regularly scheduled Board Meeting, unless specified otherwise by state law. Any item of public interest or concern added to the agenda after its publication to the general public shall not be considered unless it is accompanied by a full explanation by the advocate of such item and not until after a majority of the Board has voted to do so.

306. Time and Place for Holding Regular Meeting

The City of Richmond Rent Board shall hold regularly scheduled meetings as are necessary to ensure the timely performance of its duties under the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance. At the minimum, the Rent Board must hold at least one (1) meeting per year. All meetings shall be called and conducted in accordance with state law. Accordingly:

- A. The City of Richmond Rent Board hereby establishes regular meetings to be held on the third Wednesday of each month at 5:00 P.M., unless the agenda includes a closed-session item, in which case the regular meeting shall commence at the conclusion of closed session. If any such Wednesday falls on any day designated by law or by the City Council as a holiday or City closure, or if a change in the date for a regular meeting is reasonably necessary for the Board to perform its duties, the Board shall give the public reasonable notice of the alternative date for the regular meeting.
- B. The City Council Chamber in City Hall located at 440 Civic Center Plaza, Richmond, California, is established as the location for holding the Rent Board's meetings. If, for any reason, the City Council Chamber is unavailable for a particular regular meeting, the Board shall give the public reasonable notice of the alternative site of the meeting in its published agenda. If, however, the City Council Chamber becomes permanently unavailable, the Board shall, with reasonable notice, amend this regulation to set forth the new location(s) of its regular meetings, in its published agenda.

307. Meetings must be Public -- Exception for Closed Sessions

In accordance with the Brown Act, all regular, adjourned regular, and special meetings of the Rent Control Board shall be public except that the Rent Board may hold Closed Sessions during a regular or special meeting, from which the public may be excluded, for the purpose of considering the matters referred to in §§54956.7-54957.10 of the California Government Code relating to Closed Sessions of the legislative body, or pursuant to other provisions of law.

308. Rent Board Correspondence

- A. The Rent Board Clerk is authorized to open all mail or other written communications addressed collectively to the Rent Board and to give it immediate attention so that all administrative business referred to in said communication which does not necessarily require Rent Board action may be acted upon.
- B. All written communications addressed to the Rent Board, the subject matter of which comes within the Rent Board, shall be placed on the agenda of the earliest regular meeting if the Executive Director deems Board receipt appropriate, except for those written communication containing material which:
1. is profane;
 2. is in the nature of a criminal or civil slander, or is potentially slanderous or libelous;
 3. advocates or opposes the candidacy of any person or party for any elective office;
 4. is primarily an advertisement or promotion or has as a substantial purpose the advancement of any cause the major benefit of which is private and not public; or
 5. does not necessitate Board action.
- C. Written communications addressed to individual Boardmembers shall not be opened by the Rent Board Clerk unless authorized to do so by individual Boardmembers. Such communications shall not become public records until received and filed by the Board at a regular, special or adjourned meeting of the Board, or retained or used as provided in §6250 of the California Government Code.
- D. Written communication received by the Rent Board Clerk after the deadline to publish the agenda shall not be placed on that agenda unless it concerns a matter to be considered by the Board at the upcoming regular meeting and is determined by the Rent Board Clerk to be an urgent matter which should be brought to the immediate attention of the Board. If it is determined that the communication must be placed on the agenda, Rent Board staff shall amend the agenda, to include the written communication.
- E. Written communications received by the Rent Board shall not be read aloud at a Board Meeting unless requested by a majority vote of the Board. No item which is exempted by §6254 of the California Government Code shall be disclosed or treated as a public record.

309. Order of Business

- A. The Board will ordinarily consider and dispose of its business in the following order, unless otherwise specified by the Board:
1. Call to Order. The Chair will call the meeting to order, and the Rent Board Clerk will call the roll.

2. Closed Session. The Board will recess to closed session to consider items on the closed-session agenda.
3. Reconvene to Open Session. The Chair will call the open session to order and invite the Rent Board and public to salute the flag.
4. Report of Closed Session. The Staff Attorney will provide a report of the Rent Board's closed session.
5. Roll Call. The Rent Board Clerk will call roll of the Boardmembers and shall announce for the record the names of the absent Boardmember(s). If a Boardmember has been recorded as absent, but later arrives at the meeting, the Rent Board Clerk shall announce that Boardmembers and the time of arrival for the record.
6. Statement of Conflict of Interest. The Rent Board Clerk will inquire as to whether any Rent Boardmember has a conflict of interest as it relates to any of the items appearing on that meeting's agenda.
7. Agenda Review. The Rent Board Chair or one serving in the Chair's capacity will inquire as to whether Rent Boardmembers and/or Rent Board staff would like to make changes to the agenda.
8. Swearing in New Boardmembers. Where applicable, the Rent Board Clerk will swear-in new Boardmembers at the first meeting they appear.
9. Electing Chair and Vice-Chair. Where applicable, the Rent Boardmembers will elect a Chair and Vice-Chair consistent with Regulation 302 of this Chapter.
10. Special Agenda Items. The Chair or any member of the Board, may make relevant announcements, present commendations or awards, introduce special guests, or conduct other brief business of a like nature.
11. Public Forum. Members of the public will be given the opportunity to directly address the Board on any item of interest to the public that is within the Board's subject-matter jurisdiction; however, members of the public wishing to address the Board on specific agenda items should address the Board on those items when they are under consideration by the Board. All speakers must complete and file a speaker's card with Rent Board 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.
12. Rent Board Consent Calendar. The Rent Board will consider all consent items as a group by a single motion to approve the consent calendar. Because the consent calendar includes only items of a noncontroversial nature that do not require a public hearing such as receiving reports, approving minutes or making technical, non-substantive changes to regulations, the title to the individual consent items

will not be read unless a request to do so is made by a member of the Board. Public discussion by the Rent Board is permitted only if the item is removed from the consent agenda and a specific request to be heard is made.

13. Continued Business. The Rent Board will consider any unconcluded items from previous Board Meeting agendas.
14. Appeals. The Rent Board will hear matters in which the Board is required to make a decision concerning an appeal.
15. Administrative Items, Including Regulations. The Rent Board will consider issues placed on the agenda by the Rent Program staff members, including those items placed on the agenda on behalf of non-Rent Program staff members.
16. Reports of Officers. The Executive Director and/or Deputy Director may share relevant news or updates to the Rent Board as it relates to the Rent Program or Rent Board's course of business.
17. Adjournment. The Rent Board will adjourn, and will remain adjourned until its next regularly scheduled meeting unless an emergency or special meeting is called before the next regularly-scheduled meeting.

- B. The Rent Board may alter the order of its agenda for an individual meeting, except the call to order and adjournment, by a majority vote.

310. Preparation of Minutes

The Rent Board Clerk shall have exclusive responsibility for preparation of the minutes, and any directions for changes in the minutes shall be made only by a majority action of the Rent Board.

311. Presiding Officer

The Chair shall be the Presiding Officer at all meetings of the Rent Board. In the absence of the Chair, the Vice-Chair shall preside. In the absence of both the Chair and the Vice-Chair, the Rent Board Clerk shall call the Rent Board to order whereupon a temporary Presiding Officer shall be elected by a majority of the Boardmembers present to serve until the arrival of the Chairperson or Vice Chairperson or until adjournment.

312. Powers and Duties of Presiding Officer

- A. Duties. The Presiding Officer shall preserve order at all regular, adjourned regular, and special meetings of the Board. Such officer shall state each agenda item or question coming before the Board, announce the decisions of the Board on all subjects, and decide all questions of order.
- B. Signing of Documents. The Presiding Officer shall sign all Resolutions and other documents necessitating their signature which were adopted in their presence, unless they are unavailable, in which case the signature of the alternate Presiding Officer may be used.

- C. Sworn Testimony. Where appropriate, the Presiding Officer may require any person addressing the Board to be sworn as a witness and to testify under oath, and the Presiding Officer shall so require if directed to do so by a majority vote of the Board. Any member of the Board may request that anyone appearing before the Board on any matter shall be sworn.
- D. Subpoena. The Rent Board may, through the Presiding Officer, compel the attendance of witnesses, to examine them under oath, and to compel the production of evidence before it.

313. Rules of Debate

- A. Getting the Floor. Every Rent Boardmember desiring to speak shall first address the Chair, gain recognition by the Presiding Officer, and shall confine their remarks to the question under debate.
- B. Questions to Staff. Every Rent Boardmember desiring to question Board staff shall, after recognition by the Presiding Officer, address his/her questions to the Executive Director, the Deputy Director, the Rent Board's counsel, or any staff member then present on the dais. If either the Executive Director or the Rent Board's counsel feels another staff member who is not located on the dais could best respond to the Boardmember's question, he or she may direct the question to a member of his/her staff in the audience for that purpose.
- C. Interruptions. A Boardmember, once recognized, shall not be interrupted when speaking unless:
 - 1. Called to order by the Presiding Officer;
 - 2. a point of order, point of information, or of personal privilege is raised by another Boardmember; or
 - 3. the speaker chooses to yield to a question by another Boardmember.
- D. Points of Order. The Presiding Officer shall determine all points of order subject to the right of any Rent Boardmember to appeal to the Board. Appropriate points of order relate to anything that would not be considered appropriate procedural conduct of a meeting. If an appeal is taken, the question shall be, "Shall the decision of the Presiding Officer be sustained?" A majority vote shall conclusively determine such question of order.
- E. Point of Personal Privilege. The right of a Rent Boardmember to address the Board on a question of personal privilege shall be limited to those issues that would interfere with the normal comfort of the meeting.
- F. Calling the Question. Rent Boardmembers may move to end debate on individual items. However, neither the moving party nor the party seconding any motion is permitted to

call for the question.

- G. Motion to Reconsider. A motion to reconsider any action taken by the Board may be made only by a Rent Boardmember of the prevailing side and may be made only on the same day the action is taken and shall have precedence over all other motions or while a member has the floor and said motion shall be debatable.
- H. Limitation of Debate. No Boardmember shall be allowed to speak more than once upon any particular subject until every other Boardmember desiring to do so shall have spoken. Each Boardmember speaking on any item on the agenda shall be limited to ten (10) minutes per item to state his/her opinion and his/her views.
- I. Continue or Table a Matter. Any Rent Boardmember may move to table or continue an agenda item that is currently being discussed. If a Rent Boardmember makes said motion, the motion must contain a specific reference as to when the agenda item will come back to the body.
- J. Recess. Any Rent Boardmember may move the Board to take a recess. If the motion passes, the chair shall determine the length of the recess.
- K. Adjourn. Any Rent Boardmember may move the Board to adjourn. If passed, the Board must immediately adjourn to the next regularly scheduled meeting.
- L. Close Nomination. When choosing a presiding officer, a Rent Boardmember may make a motion to close nomination. Where such a motion is passed, no further Rent Boardmembers may be nominated.
- M. Suspension of the Rules. Any Rent Boardmember may move to suspend the rules for a particular purpose. The suspensions of the rules permit Rent Boardmembers to deviate from the rules or regulations that guide particular procedures and conduct of Rent Board meetings.

314. Rules of Order

Except as otherwise provided in this Chapter or by law, the procedures of this Board shall be governed by the latest revised edition of Rosenberg's Rules of Order.

315. Failure to Observe Rules of Order

Rules under this Chapter are deemed to be procedural only and the failure to strictly observe such rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise lawful.

316. Voting Procedure

Any vote of the Board, including a roll call vote, may be registered by the members by answering "AYE" or "YES" for an affirmative vote or "NO" for a negative vote upon their name being called by the Rent Board Clerk. Unless a member of the Board states that they are not voting, silence shall be recorded as an affirmative vote.

317. Disqualification for Conflict of Interest

Pursuant to the conflict of interest code adopted by the City of Richmond in accordance with Government Code Section 87300, all Rent Boardmembers shall disclose all present holdings and interests in real property, including interests in corporations, trusts, or other entities with real property holdings, in accordance with applicable state law.

- A. Any Rent Boardmember who is disqualified from voting on a particular matter by reason of a conflict of interest shall publicly state or have the Presiding Officer state the nature of such disqualification in an open meeting.
- B. Where no thoroughly disqualifying conflict of interest appears, the matter of disqualification may, at the request of the Rent Boardmember affected, be decided by other Rent Boardmembers.
- C. A Rent Boardmember who is disqualified by reason of conflict of interest in any matter shall not remain in their seat during the debate and shall not vote on such matter, but shall request and be given the permission of the Presiding Officer to step down from the dais and leave the Council Chamber or other room where the meeting is held.
- D. A Rent Boardmember stating such disqualification shall not be counted as part of a quorum and shall be considered absent for the purpose of determining the outcome of any vote on such matter.

318. Impartiality

Where the Rent Board sits as an adjudicative body to hear matters that fall within its jurisdiction, those members must strive to uphold the integrity of the Rent Board by avoiding impropriety and the appearance of impropriety. Thus, Rent Boardmembers must strive to perform their duties in adjudicating matters that fall within its jurisdiction in a fashion that is impartial, competent, and diligent. To that end, no Rent Boardmember may participate in the consideration or decision of any adjudicative matter in which such person has any personal interest, including equity interest, financial interest, an interest as a landlord, tenant, or management person, or is related by blood or marriage or adoption to a landlord or tenant involved. For the purposes of this Chapter, a personal interest is one where a Boardmember has a vested interest in the outcome of a matter thereby impairing their ability to evaluate the matter impartially. Where issues of partiality arise,

Rent Boardmembers shall treat such partiality as a conflict of interest and adhere to Regulation 317, as it relates to disclosure and recusal.

319. Failure to Vote

Every Rent Boardmember is entitled to vote unless disqualified by reason of conflict of interest.

320. Tie Vote

Tie votes shall be lost motions and may be reconsidered.

321. Changing Vote

A member may change their vote only if they make a timely request to do so immediately following the announcement of the vote by the Rent Board Clerk and prior to the time that the next item in the order of business is taken up.

322. Consideration of Agenda Items

- A. The Board will ordinarily consider agenda items in the following order, unless otherwise specified by the Board:
 - a. The Rent Board Clerk or Presiding Officer will read the title of the agenda item to be considered.
 - b. A report will be presented by staff, if called for by the Presiding Officer.
 - c. Rent Boardmembers may ask questions of staff.
 - d. The Presiding Officer will call for public comment public
 - e. After all members of the public wishing to address the Board have done so, the Presiding Officer will announce the close of discussion by the public.
 - f. The Board may publicly deliberate.
 - g. A Rent Boardmember may make a motion, or the Presiding Officer may ask for a motion. If the motion is seconded, the motion is before the Board.
 - h. The Board may discuss the motion that is before it.
 - i. At the conclusion of the discussion, the Presiding Officer will restate the motion and request that the Rent Board Clerk call for a vote.
 - j. The Board will vote on the motion. If more than one motion is before the Board, the Board must vote on the last-made motion first, then proceed in reverse order to the first-made motion.

323. Effective Date of Adopted Regulations and Resolutions

Where the Rent Board by majority vote adopts a Regulation or Resolution, the effective date of the adopted Regulation or Resolution shall be thirty (30) calendar days from the date of the Board meeting where the Rent Board adopted said Regulation or Resolution.

324. Adjournment

The duration of each Board Meeting shall not exceed three hours, unless a majority of the Rent Boardmembers vote otherwise.

325. Record of Meetings

All public meetings of the Board shall be electronically recorded. The recording shall be made available on the Rent Board's website and shall be part of the records of the Board.

326. Interpretation and Modification of the Rules

These rules shall be interpreted liberally in order to provide for the optimum in the free interchange of information and public debate without any unnecessary waste of time or duplication of effort.

[Adopted June 17, 2020]

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: July 19, 2023

Final Decision Date Deadline: July 19, 2023

STATEMENT OF THE ISSUE: The Richmond Rent Board is charged with holding hearings to adjudicate matters on appeal. Richmond Municipal Code Section 11.100.070(d) To ensure that the Rent Board can effectively execute its duties under Richmond Municipal Code Section 11.100.070(d), it is important that Board Members are exposed to the appeal process prior to hearing an appeals case. As such, General Counsel intends to review with the Rent Board a prior Board decision on appeal.

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>TRAINING</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 training on the Richmond Rent Board Appeals Process (Nicolas Traylor/Charles Oshinuga 620-6564).

AGENDA ITEM NO:

K-1.

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AGENDA REPORT

DATE: July 19, 2023
TO: Chair Cantor and Members of the Rent Board
FROM: Charles Oshinuga, General Counsel
SUBJECT: RENT BOARD APPEALS TRAINING

STATEMENT OF THE ISSUE:

The Richmond Rent Board is charged with holding hearings to adjudicate matters on appeal. Richmond Municipal Code Section 11.100.070(d) To ensure that the Rent Board can effectively execute its duties under Richmond Municipal Code Section 11.100.070(d), it is important that Board Members are exposed to the appeal process prior to hearing an appeals case. As such, General Counsel intends to review with the Rent Board a prior Board decision on appeal.

RECOMMENDED ACTION:

RECEIVE training on the Richmond Rent Board Appeals Process (Nicolas Traylor/Charles Oshinuga 620-6564).

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

This training will consist of a discussion/review of a prior appeal case, General Counsel's corresponding recommendation, and regulation 842. There will be a PowerPoint and oral presentation.

ATTACHMENTS:

Attachment 1- General Counsel's prior recommendation on appeal

Attachment 2- Richmond Rent Board 842

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NOTA: SI USTED NO ENTIENDE ESTA APELACIÓN, NO TARDE EN COMUNICARSE CON EL PROGRAMA DE RENTA AL NÚMERO (510) 234-RENT [7368] PARA PEDIR UNA CITA Y RECIBIR UNA EXPLICACIÓN O TRADUCCIÓN.

CITY OF RICHMOND RENT PROGRAM



MEMORANDUM

DATE: June 2, 2021
TO: Chair Finlay and Members of the Richmond Rent Board
FROM: Charles Oshinuga, Staff Attorney
SUBJECT: Legal Staff's Recommendation on Appeal in Petition No. RC20-T107

Petition Address: [REDACTED], Richmond, CA

Appellant: Lary Hanshaw

Respondents: Namita Gujral

Appeal Hearing: June 16, 2021

SUMMARY

Appellant appeals a Hearing Examiner's Decision that awarded Respondent Excess Rent in the amount of \$3,532.22, based on the notion that the Appellant failed to maintain installed heating facilities in good working order, and caused a reduction in both refrigeration and ventilation services, impairing Respondent's use and/or benefit of the Rental Unit.

On appeal, Appellant contends the following:

- 1) During the period of time where the Respondent's heater needed to be fixed, Appellant offered Respondent a space heater, which should have provided adequate heat. Additionally, any delay in repair was attributable to Respondent as she failed to timely respond to scheduling request. Finally, Respondent failed to prove that an alleged lack of heat caused her to leave the Rental Unit for no less than two weeks;
- 2) "For the period of 10/30/17-11/4/17, [Respondent] never proved the refrigerator was 'loud and obnoxious'." Also, any needed repairs were completed in a timely fashion; and

- 3) Respondent did not meet her burden of proof in demonstrating that the replaced skylight provided inadequate ventilation, as “the [Respondent] never proved that the former skylight opened 12”-18”. Moreover, the Respondent “never complained about a lack of ventilation until the June 5, 2020 complaint was filed with the Rent Board, approximately 2 years after the skylight had been replaced.” (*Attachment A*)

The summation of Appellant’s assertions challenge whether the Record contained substantial evidence to warrant the Hearing Examiner’s decision to grant an Excess Rent award based on a failure to maintain installed heating facilities in good working order, decrease in refrigeration services, and a decrease in ventilation services caused by a replaced skylight.

A full review of the Record demonstrates that substantial evidence does exist to substantiate the Hearing Examiner’s finding that Appellant failed to maintain heating facilities in good working order and caused Respondent to experience a decrease in Housing Services due to a reduction in refrigeration services. However, the Record does not contain substantial evidence to support the Hearing Examiner’s finding that Respondent experienced a decrease in Housing Services based on a decrease in ventilation, as Respondent failed to allege a claim of decrease of ventilation services in her petition and failed to provide adequate evidence establishing that she had provided notice to Appellant regarding the decrease in ventilation due to the replaced skylight. As it relates to heat and refrigeration, the Record not only contains sworn testimonial evidence demonstrating that the Appellant failed to maintain installed heating facilities in good working order and caused Respondent to experience a decrease in refrigeration services, it also contains documentary evidence in the form of emails and photographic evidence to corroborate Respondents’ testimonial evidence.

Additionally, a review of the Record establishes that the Hearing Examiner carefully considered the relative weight of the evidence presented, and decisions regarding the credibility of certain evidence were reached through careful analysis of the entire body of the evidence. Consequently, the Hearing Examiner appropriately evaluated the demeanor of all witnesses and afforded less weight to contradictory testimony where appropriate.

PETITION HISTORY

Petitions Filed by Respondent:	June 1, 2020
Notice of Right to Object to Rent Adjustment Petition Sent:	June 5, 2020
Landlord Objection Form Received:	July 2, 2020
Notice of Combined Settlement Conference and Hearing sent:	July 21, 2020
Notice of Cont'd Settlement Conference and Hearing sent:	September 21, 2020
Combined Settlement Conference and Hearing held:	October 15, 2020
Hearing Record Held Open for Additional Evidence until:	October 30, 2020
Decision Issued:	December 18, 2020
Appeal filed by Landlord:	January 22, 2021
Respondent's response to Appeal filed:	February 2, 2021

STATEMENT OF FACTS

The following facts are limited to the issues raised on appeal:

The Subject Property is a Studio dwelling unit located within a five-unit building. It is the uppermost Rental Unit, sitting on top of Santa Fe Avenue facing west, and located at [REDACTED] Richmond, CA. (*Attachment B*) It has two large windows facing the Bay, a bathroom window, a kitchen window, and a skylight that opens to add ventilation. (*Attachment B & Attachment C*) The Subject Property is subject to the full provisions of the Richmond Fair Rent, Just Cause, and Homeowner Protection Ordinance (hereinafter, "Rent Ordinance").

In April 2014, Lary Hanshaw (hereinafter, "Appellant") became the owner of the Subject Property. (*Attachment B*) Given his frequency of travel, Appellant thought it a good idea to have someone available onsite to quickly coordinate repairs when necessary. (*Attachment B*) Consequently, several months after becoming the Owner, the Appellant worked out an agreement with the Tenants located in Unit #1, Paula Helene and David Tatersall. (*Attachment B*) Paula was to be the point of contact between the Tenant experiencing the need for repair and the Appellant and his contractor. (*Attachment B*) Paula and David were given keys to each Rental

Unit and could, upon receiving permission from the occupying Tenant, enter various Rental Units. (*Attachment B*) However, at no time did the Paula and David collect rent. (*Attachment B*)

On October 22, 2017, The Hanshaw Revocable Trust, Lary Hanshaw Trustee entered into a written lease agreement with Namita Gujral (hereinafter, “Respondent”) to occupy the Subject Property beginning October 28, 2017. (*Attachment D*) The lease established Respondent’s rent at \$1550. Soon after moving into the Rental Unit, Respondent began experiencing issues with the condition of the Rental Unit.

On October 30, 2017, Respondent emailed Appellant informing him that the prior night was a difficult one for her as, despite her many attempts, she was unable to get the heater to work and the refrigerator was producing such loud intermittent noises, it kept her awake. (*Attachment E & Attachment F*) Additionally, she informed Appellant, that the issue with the heat and refrigerator required urgent addressing. (*Attachment E & Attachment F*) Appellant acknowledged the issues, offering to replace the refrigerator and provide Respondent a space heater in the interim. (*Attachment E & Attachment F*) On October 31, 2017, Respondent emailed Appellant, thanking him for working on the various complained of issues, acknowledged Appellant’s offered space heater, and granted him permission to enter her unit for repairs. (*Attachment E & Attachment F*) After some coordination with Paula and a California Contractor, Sean Esmaeili, Appellant opted to repair, rather than replace, the heater (*Attachment E*); Appellant also chose to replace the refrigerator. (*Attachment F*) On November 4, 2017, Appellant replaced Respondent’s refrigerator, and informed Respondent that Sean would repair her heater on November 10, 2017. ((*Attachment E & Attachment F*) Consistent with his statement, on November 10, 2017, Sean repaired Respondent’s heater. (*Attachment E*)

In March 2018 and early April 2018, Respondent again began experiencing problems with the heat. On April 6, 2018, Respondent emailed Paula informing her that, among other things, the heater stopped working. (*Attachment E*) Having not received repairs to her heater, on April 17, 2018, Appellant sent another email to Appellant and Paula, requesting an update on the heater, and reminding Appellant that he would be required to give her notice prior to entry for repairs. (*Attachment E*) Paula called a contractor and offered Respondent a space heater in the interim; Respondent accepted the space heater. (*Attachment E*) A few days later, Appellant’s contractor repaired the heater.

On May 12, 2018, Respondent wrote Appellant an email and letter informing him of the toll the prior month's habitability issues had on her. (*Attachment E*) Specifically, Respondent informed Appellant that lack of heat and plumbing caused her to vacate her Rental Unit for a few days, and that the delay in repair of the heater was unacceptable. (*Attachment E*) Within that same email, Respondent informed Appellant that the skylight window had broken glass parts and in need of urgent repairs as it was directly above her bed, imperiling her health and safety. (*Attachment G*) Appellant immediately responded and explained that he and Paula always tried to promptly address repair requests and that they would be willing to further discuss the various raised in Respondent's letter. (*Attachment E & G*) On May 22, 2018, Respondent acknowledged that the Appellant took steps to address the various issues raised the week prior, including fixing the skylight. (*Attachment E & G*)

On or about June 15, 2018, Appellant completely replaced the skylight. (*Attachment G*) Upon receiving the replaced skylight, Respondent expressed her dissatisfaction. (*Attachment G*) On June 15, 2018, she informed Appellant that her new skylight was a downgrade from the original as it blocked her view. (*Attachment G*) On several occasions, Respondent explained that one of her primary reasons for renting the Rental Unit was the view she experienced from the skylight. (*Attachment G*) For his part, Appellant and his agents explained that the skylight was not a downgrade as it was made of a material that would reduce heat. (*Attachment G*) Despite her many protest that the new skylight obscured her original view of the sky, Appellant did not replace the skylight with one that offered more transparency. (*Attachment G*)

On July 21, 2018, Respondent emailed Appellant, informing him that once again the heater was not working. (*Attachment E*) Respondent informed Appellant that she would reach out to a contractor, Butch, to schedule a repair of the heater. (*Attachment E*) Despite her efforts, Butch never arrived to repair her heater. (*Attachment E*) Paula also reached out to Butch multiple times but was unable to secure his attendance for the purposes of repairs. (*Attachment E*) After three weeks of endeavoring to secure Butch's presence, on August 11, 2018, Appellant requested Respondent reach out to PG&E to have them light the heater pilot. (*Attachment E*) Respondent reached out to PG&E and on August 21, 2018, a PG&E employee arrived at the property, but went to the incorrect Rental Unit. (*Attachment E*) As a result, Respondent had to schedule another PG&E visit. (*Attachment E*) In the interim, Appellant and Respondent had a conversation regarding Respondent obtaining a space heater. (*Attachment E*) After some back

and forth with PG&E, on September 26, 2018, PG&E fixed Respondent's heater. (*Attachment E*) That same day, Respondent informed Appellant that she would purchase a space heater just as they had discussed. (*Attachment E*)

On January 1 2019, Appellant relieved the Tenants in Unit#1 of their duties, and contracted with Ziprent to provide management services. (*Attachment B*) That same day, on January 1, 2019, Respondent informed Ziprent that her heater was not working. (*Attachment E*) It is unclear whether Ziprent repaired the heater at that time. From her testimony, Respondent explained that having been relegated to contacting PG&E for her heating complaints, she gave up and began utilizing a space heater. Later that year, on September 1, 2019, Respondent informed Ziprent, that her fridge was not working, as the fridge was no longer regulating temperature correctly, causing her food to spoil. (*Attachment F*) Respondent testified that the fridge was not fixed for four or five days.

On January 15, 2020, Respondent informed Appellant's agent, Ziprent, that her heater was not working. (*Attachment E*) After scheduling an appointment, on January 20, 2020, Appellant repaired the heater. (*Attachment E*) However, on February 18, 2020, the heater again became inoperable. (*Attachment E*) That same day, Ziprent acknowledged receipt of Respondent's notice and requested that Respondent send pictures of the heating unit and thermostat; Respondent complied. (*Attachment E*) On February 19, 2020, Ziprent responded that a repairperson would be in touch with Respondent that same day to look at the heater. (*Attachment E*) Responding to Ziprent, Respondent explained that she would need a required 24-hour notice prior to management entering her Rental Unit. (*Attachment E*) After some back and forth, Ziprent determined that the entire heating unit was in need of replacement. (*Attachment E*) On March 7, 2020, Ziprent replaced Respondent's entire heating unit. (*Attachment E*) During the repairs, it was discovered that the heating unit contained wooden planks that were serving as fuel for the heater. (*Attachment H*) Respondent testified that since the installation of the new heater, she had no issues related to the heat.

On April 23, 2020, Respondent informed Ziprent that her fridge was again not working, as it was failing to regulate temperature causing her food to go bad. (*Attachment F*) She also indicated that her freezer was much too cold, causing frost to accumulate to the point where she could no longer fit frozen foods into the freezer. On April 24, 2020, Ziprent placed a bid with their vendor network for purchase and installation of a replacement fridge and requested that

Respondent send the dimensions of the fridge to be replaced. (*Attachment F*) On April 25, 2020, Respondent sent Ziprent the requested dimensions and requested that the fridge be replaced with a stainless steel fridge. (*Attachment F*) Ziprent informed Respondent that there was no obligation replace the fridge with a stainless steel fridge but they would do their best to accommodate Respondent. (*Attachment F*) On April 28, 2020, Ziprent informed Respondent that they have ordered a new fridge, which was to be delivered to the store on May 8, 2020 at which time Ziprent would coordinate installation. (*Attachment F*) Respondent expressed concerns with the amount of time it would take to receive the fridge, and Ziprent explained that the delivery time was standard, especially considering the impact of Covid-19 on supply chains. (*Attachment F*) Respondent then requested compensation for the spoiled food and the fact that she was without a refrigerator. (*Attachment F*) On April 30, 2020, Ziprent asked Respondent whether she would be ok with a non stainless steel fridge that could be delivered earlier. (*Attachment F*) Respondent responded that refrigeration needed to be provided per the terms of the lease, Ziprent had failed to respond to her request for compensation, and that she would like a stainless steel fridge but “as always, [Ziprent would] make [their] decision.” (*Attachment F*) After some back and forth, Ziprent informed Respondent that the fridge would actually be ready for pickup May 1, 2020. (*Attachment F*) They also informed Respondent that Appellant would not be providing her a credit for lack of refrigeration and spoiled food. (*Attachment F*) On May 2, 2020, Ziprent’s contractor installed the fridge in Respondent’s Rental Unit. (*Attachment F*)

On June 1, 2020, Respondent, while still in the Rental Unit, filed a petition based on multiple grounds for excess Rent due to the conditions of the Rental Unit. (*Attachment H*) In her petition, Respondent alleged seven grounds of habitability and services reduction: 1) No heat; 2) Raccoons overrun exterior; 3) No refrigeration; 4) Refrigeration downgrade; 5) Skylight removal; 6) Square footage Claims; and 7) Property Management. (*Attachment H*)

On July 2, 2020, Appellant filed his Objections to all of Respondent’s claims. (*Attachment B*) There, Appellant raised essentially the same arguments as raised in this appeal, arguing that repairs were performed in a timely manner, Respondent had “consistently been difficult to schedule repairs with insisting that she be there during repairs and offering limited times of availability,” and Respondent had exaggerated her level of impairment. (*Attachment B*)

On October 15, 2020, the Hearing Examiner held a hearing on the matters raised in all the aforementioned petitions and the objections. Appellant, Ziprent representative’s Colin, Arvadan,

and Noah, and Respondent were present. At the Hearing, the Hearing Examiner narrowed the issues that could be considered, to issues of heat, raccoons, refrigeration, and skylight. The parties gave their testimony, conducted cross-examination, and entered evidence into the Record. During testimony, Respondent testified that in May 2020, Appellant's handyman informed her that her current skylight did not open very much. Respondent then testified that after she submitted the petition she learned that the skylight contributed to the lack of ventilation in the Rental Unit, which caused the temperature of the Rental Unit to rise and contributed to her feeling of suffocation. At cross-examination, Appellant elicited an admission from Respondent that she did not measure how many inches the current skylight opened compared to the prior skylight. For his part, Appellant testified, consistent with this Objections, that the new skylight opened at least eight inches and did not contribute to any lack of ventilation. At the conclusion of the hearing, the Hearing Examiner kept the Record open for two weeks for the parties to submit additional documents.

On December 18, 2020, the Hearing Examiner issued a decision awarding Respondent \$1,125.63, for failure to maintain the installed heating facilities in good working order, \$100.73 for decrease in services related to refrigeration, and \$ 2,305.86, "for decrease in ventilation services [caused] by a replacement skylight that provided significantly less air circulation at the property for 880 days." (*Attachment I*) The Hearing Examiner rejected Respondent's claims based on Raccoons, skylight view obstruction, square footage, and management, awarding her 0\$ on each claim. (*Attachment I*)

On January 22, 2020, Appellant timely filed this appeal. (*Attachment A*) On February 2, 2020, Respondent filed a response to Appellant's appeal. (*Attachment J*)

ISSUES

1. Does the Record contain Substantial Evidence to support the Hearing Examiner's award of Excess Rent in the total amount of \$1,125.63 to Respondent, based on a failure to maintain heating facilities in good working order?
2. Does the Record contain Substantial Evidence to support the Hearing Examiner's award of Excess Rent to Respondents in the amount of \$100, based on decrease in refrigeration services?

3. Does the Record contain Substantial Evidence to support the Hearing Examiner's finding of an Excess Rent Overcharge and award of \$2,305.86, due to a decrease in ventilation services caused by the replacement skylight?

ANALYSIS

I. STANDARD OF REVIEW

This analysis is guided by the Standard of Review, which is Substantial Evidence. According to Richmond Rent Board Regulation 841.5, Substantial Evidence means the Board does not reweigh the evidence nor does it second guess the factual findings of the Hearing Examiner, even if there was contrary evidence. In fact, the law does not require the Hearing Examiner to believe uncontradicted evidence. *Ventura County Board of Supervisors* (2018) 20 Cal. App. 5th 572, 576 Rather, the Rent Board is to look to the evidence contained in the Record supporting the prevailing party (here the Respondent) and is to discard unfavorable evidence to the Respondents. *Richmond Rent Board Regulation 841.5(A)* Furthermore, the resolution of issues of credibility of witnesses and evidence belong to the trier of fact, and under the standard of Substantial Evidence, the reviewing body lacks the authority to substitute its judgment for that of the trier of fact. To be clear, the test is whether the Hearing Examiner has abused his discretion by exercising it in a manner that is unsupported by the Record.

It is important that all parties and the Board grasp the impact of the Substantial Evidence standard. Although one might disagree with the conclusions drawn by the Hearing Examiner and, if permitted to step in the Hearing Examiner's shoes, would rule otherwise, this is not the standard on appeal. Disagreements are not enough, and in fact, are irrelevant, when evaluating a Hearing Examiner's decision on appeal. Instead, the relevant inquiry is whether, based on all the evidence in the Record, the Hearing Examiner's determinations are supported by substantial evidence. If they are not, then the ruling cannot stand.

Finally, where the Hearing Examiner has made errors in the law or clearly erroneous conclusions are drawn from the evidence, the Board need not defer to the Hearing Examiner, and may substitute its judgement.

Insofar as either Appellant or Respondent has included evidence in their Appeal that was not admitted into the Record prior to the Hearing Examiner issuing his decision, that evidence must be barred from evaluation. This evidence includes, but is not limited to, Appellant's graphs,

charts, or other related depictions of the skylight and ventilation that were submitted with his appeal, as such documentation was not made part of the Record prior to the Hearing Examiner issuing his decision.

With the aforementioned legal principles, Appellants' appeal must be evaluated.

II. THERE IS SUBSTANTIAL EVIDENCE CONTAINED IN THE RECORD SUPPORTING THE HEARING EXAMINER'S FINDING THAT APPELLANT FAILED TO MAINTAIN HEATING FACILITIES IN GOOD WORKING ORDER.

Appellant's appeal fails to articulate a legal reason to modify or reverse the Hearing Examiner's findings on the issue of maintenance of heating facilities in good working order. Instead, the appeal alleges that the factual findings of the Hearing Examiner should have been made in his favor regarding the factual issue of whether the space heater provided enough heat in the interim, whether Respondent contributed to any delay in repairs, and whether heat was necessary during the summer months or periods of lack of ventilation. (*Attachment A*) Given the principles of Substantial Evidence, it is the privilege of the trier of fact to accept one version of facts over another or disregard, in whole or in part, testimony given on particular issues. Except for De Novo appeals, an appeal is not a re-litigation of facts, but rather, an evaluation of whether the facts in the Record, viewed in the light favorable to the Respondent, is enough to constitute substantial evidence supporting Respondent's claim. The review is limited to the issues on appeal. In addition to Appellant's failure to articulate a legal reason to reverse the Hearing Examiner's findings, his appeal fails to raise concerns related to the heating issues that occurred in the year 2020. As such, heating related issues occurring in the year 2020, are not properly before this Board and may not be considered. As it relates to the heating issues occurring prior to the year 2020, the Record contains substantial evidence supporting the Hearing Examiner's findings of a breach of habitability related to heating facilities.

Richmond Rent Board Regulation 904(B)(4)(b) states:

A substantial lack of any of the affirmative standard characteristics for habitability set forth in Civil Code section 1941.1 shall be deemed a violation of the warranty of habitability and the Maximum Allowable Rent shall be decreased by no less than 10%, or, for a violation of subsection (b), (c), or (d) of Civil Code section 1941, no less than 20%, until the condition is corrected, notwithstanding seasonal variations in or an absence of impairment to a Tenant's use of or benefit from the unit.

In other words, if a Rental Unit lacks certain characteristics that are enumerated in Civil Code 1941.1, the Tenant, at a minimum, must receive a downward adjustment of 10%—the reduction is a minimum of 20%, if the issue relates to water, plumbing, or heating¹—regardless of whether the Tenant’s use is impaired or there are seasonal variations. Civil Code 1941.1(a)(4) requires that all dwelling units have an installed heating facility that conform to applicable law in effect at the time of installation, and is maintained in good working order. *Civil Code 1941.1(a)(4)* Taken together, an Excess Rent charge occurs when a Rental Unit either lacks an installed heating facility, contains an installed heating facility that is not installed in conformance with applicable law, or has an installed heating facility that is not in good working order. It is irrelevant that the lack of heating facility occurred in summer, or that the lack of the heating facility may not have impaired the Tenant’s use or benefit from the Rental Unit. Thus, in so far as Appellant argues that Respondent failed to prove that she vacated the Rental Unit for two weeks due to the lack of heat, such argument is irrelevant as the inquiry is not concerned with Respondent’s impaired use of the Rental Unit.

Here, the Record clearly demonstrates that Respondent’s installed heating facility was not maintained in good working order. Upon moving into the Rental Unit, Respondent immediately experienced issues with the heat. (*Attachment E*) The following day Respondent informed Appellant that it was a very cold night because the heater did not work. (*Attachment E*) Appellant offered her a space heater and subsequently, took eleven (11) days to repair the heater. (*Attachment E*) Appellant now argues that eleven days was a reasonable amount of time to fix the heater given scheduling issues with the Respondent. (*Attachment A*) Rent Board Regulation 904(B)(4)(b) only requires the Respondent prove that the heating facility was either not installed, installed out of conformance with applicable law, or not in good working order. Thus, timeliness only goes to the amount of damages recovered by a prevailing Tenant, and not to whether a Tenant can prevail on a claim. Consequently, Appellant’s contention of timeliness, with nothing more, is insufficient in addressing the legal issues necessary to overturn the Hearing Examiner’s

¹ Rent Board Regulation 904(B)(4)(b), contains a typo referring to Civil Code 1941 (b), (c), (d), rather the Civil Code 1941.1 (b), (c), and (d). When adopted, Civil Code 1941.1 (b), (c), and (d), referred to instances of impaired plumbing and gas facilities, water, and heating facilities, respectively. Civil Code 1941.1 has since been amended and changed its alphabetical numbering system to a numerical system. Instances of impaired plumbing and gas facilities, water, and heating facilities are now codified under Civil Code 1941.1(a) (2), (3), and (4) respectively. An award of 20% reduction in the Maximum Allowable Rent based on a lack of plumbing and gas facilities, water, or heating facilities is consistent with the intent of the Regulation, as the Regulation was intended to provide greater relief for the aforementioned habitability issues.

findings on issues brought under Richmond Rent Board Regulation 904(B)(4)(b). Even if timeliness were probative on a claim concerning heating facilities, the Appellant's contention that he was timely is not supported by the Record. Respondent asserted her right to receive notice prior to entry and certainly cannot be punished for holding Appellant to his obligation. Any other delay seems to be caused by the Appellant's consideration of whether to repair or replace the heating facility, obtaining a contractor to perform the work, and Appellant being out of town and unavailable. (*Attachment E*)

Finally, Appellant asserts that the heater was working a few days prior to Respondent moving into the Rental Unit. (*Attachment A*) This is irrelevant as it does not go to the condition of the heating facility on the day Respondent moved into the Rental Unit. It is also circular, as its implicit premise assumes the very thing it is attempting to prove. It is similar to the logical fallacy that the sun will rise tomorrow because it rose yesterday.

Despite the Appellant's repair, the heating facility continued to break. Instead of exploring the possibility that the problem may have been systematic requiring replacement, Appellant continued to repair unidentified parts of the heating facility. On April 6, 2018, Respondent again informed the Appellant that her heater was inoperable. (*Attachment E*) Having not received repairs to her heater, Respondent again emailed Appellant inquiring into when the heater would be repaired. (*Attachment E*) Appellant fixed the heater on or around April 20, 2018. (*Attachment E*) Appellant argues that these circumstances evidence a timely response on his part to fix the heater and that any delay was attributable to Respondent as "she didn't respond to scheduling request in a timely fashion." The Record does not support Appellant's contention, as the Record shows that Appellant was nonresponsive, requiring Respondent to send a follow up email to remind Appellant of the broken heater. (*Attachment E*)

Three months after the heater was repaired, on July 21, 2018, Respondent informed Appellant that the heater was not working. (*Attachment E*) Instead of securing a contractor to determine whether the heating facility needed to be replaced altogether, Appellant permitted Respondent to contact the handyman, Butch, herself. (*Attachment E*) Butch proved to be an elusive character. (*Attachment E*) Respondent made various attempts to secure Butch's presence at her Rental Unit to no avail. (*Attachment E*) Even Paula, Appellant's agent, had difficulty securing Butch to perform the repair on the heater, as Butch would agree to show up to the Rental Unit but fail to actually arrive to perform repairs. (*Attachment E*) Butch became so elusive

that Paula concluded that a male would have better luck speaking with Butch and requested Appellant contact Butch. (*Attachment E*) Perhaps to no one's surprise, Appellant had difficulty getting a hold of Butch. (*Attachment E*) On August 11, 2018, instead of continuing to chase down Butch, Appellant, without actual inspection of the heater, requested Respondent contact PG&E to address to heater issue. (*Attachment E*) Respondent testified that she had difficulty securing PG&E's presence at the Rental Unit. When she was finally able to secure their presence, the PG&E employee went to the incorrect Rental Unit. (*Attachment E*) It took until September 20, 2018, for PG&E to make their way to Respondent's Rental Unit and repair the heater. (*Attachment E*) Appellant now argues that during this period he was responsive to Respondent's request for repairs and any delay was caused by difficulty scheduling repairs with Respondent. (*Attachment A*) The Record simply does not support that contention. However, the Record does support the contention that Respondent was without heat for sixty (60) days as she chased down Butch and PG&E.

The Record supports the Hearing Examiner's conclusion that the heating facilities were not maintained in good working order. In fact, the degree of impairment of the heating facility even raises the question as to whether the heating facility was ever in good working order and installed in conformance with applicable law, as in February 2020, it was discovered that wooden planks were placed behind the heating facility to serve as the heating source. (*Attachment H*) When the issue was properly remedied and the heating facility was replaced in accordance with applicable Mechanical Codes, it came as no surprise that Respondent experienced no additional issues with the heating facility.

After carefully weighing the documentary evidence, photographic evidence, and testimonial evidence, the Hearing Examiner found that the preponderance of evidence favored the Respondent, not the Appellant. For the aforementioned reasons, substantial evidence supports the Hearing Examiner's findings, and the Rent Board should uphold the decision of the Hearing Examiner as it relates to Appellant failing to maintain installed heating facilities in good working order.

III. THE RECORD CONTAINS SUBSTANTIAL EVIDENCE SUPPORTING THE HEARING EXAMINER’S FINDING THAT RESPONDENT EXPERIENCED A DECREASE IN REFRIGERATION SERVICES.

Richmond Rent Board Regulation 904(B)(1) states:

The Maximum Allowable Rent shall be adjusted downward where a Landlord is aware of and causes a Tenant to suffer a decrease in...any services or space provided at the beginning of the tenancy...Decrease in the Maximum Allowable Rent shall not be granted due to a decrease in space or services that is a direct result of intentional actions on part of the Tenant to purposefully cause a decrease in space or services.

Here, the Record contains substantial evidence to support that Respondent’s refrigeration services were decreased on three (3) separate occasions. It is undisputed that at the beginning of Respondent’s tenancy, Appellant provided a refrigerator. However, upon moving into the Rental Unit, the refrigerator made “loud and obnoxious” noise. (*Attachment F*) So much so that on October 30, 2017, Respondent emailed Appellant informing him that the fridge was so loud that she could not sleep. (*Attachment F*) Soon after, Respondent sent Appellant an audio recording of the refrigerator, and the Appellant acknowledged that although the noise wouldn’t bother him, the refrigerator was loud. (*Attachment F*) Appellant then began to pursue a replacement fridge and on November 4, 2017, Appellant replaced the fridge. (*Attachment F*) Appellant now contends that the Respondent failed to prove that the refrigerator was noisy. (*Attachment A*) In support of his contention, Appellant explains that prior to Respondent’s tenancy he had been to the Rental Unit numerous times, even staying overnight, and he was never bothered by the refrigerator. (*Attachment A*) Additionally, Appellant asserts that Respondent visited the Rental Unit prior to her occupancy, and never complained of a noisy refrigerator. (*Attachment A*) Finally, Appellant contends that regardless of the alleged noise, he quickly replaced the refrigerator when Respondent complained. (*Attachment A*) Appellant contentions are either without merit or unsupported by the Record and Rent Board Regulations.

Given the facts in the Record, it is irrelevant that Appellant was not bothered by the refrigerator noise when he slept in the Rental Unit prior to Respondent’s tenancy. The analysis of a decrease in services does not turn on the impact the services reduction may have on the Landlord. To the extent the Appellant is asserting his prior experiences as evidence of a future occurrence, it is irrelevant as such an argument is circular and does not explain conditions that

existed on the day the decrease in services occurred. Regardless of the fallacious logic employed, Appellant admitted to Respondent that the refrigerator was producing noise. (*Attachment F*) Even without such an admission, the Record still contains substantial evidence that the refrigerator was loud, as Respondent offered persuasive testimonial evidence and corroborating documentary evidence. Finally, the issue regarding the amount of time it took Appellant to repair the refrigerator, goes to the awarded amount of damages and not to whether Respondent is barred from succeeding on a claim of decrease in services. Claims brought under “Inadequate Services and Substantial Deterioration” require the consideration of timely maintenance when making a determination of success on that claim, separate and apart from damages. *Rent Board Regulation 904(B)(3)* On the other hand, Decrease in Services claims permit the Landlord to prevent success on said claim by demonstrating that the Tenant’s intentional actions purposefully caused the decrease in services. Appellant does not offer such argument, and the Record does not support such an argument.

Regarding the other two instances of a decrease in refrigeration services occurring on September 1, 2019 and April 23, 2020, Appellant does not contend that the refrigerator was not broken. (*Attachment A*) Rather, Appellant contends that he timely fixed the refrigerator in both instances.² For the reasons stated above, notions of timely repairs do not go to whether the issue existed and whether the Respondent was impacted. In both instances, Respondent informed Appellant’s agent the refrigerator was not working and in both instances she reported the spoliation of her food. (*Attachment F*) Despite her spoiled food and lack of refrigeration, Appellant refused her request for compensation. (*Attachment F*) The Record contains substantial evidence, in the form of testimonial, photographic, and documentary, supporting the notion that on September 1, 2019, and April 23, 2020, Respondent experienced a decrease in refrigeration services, causing her food to spoil, impacting her ability to store food in the freezer, and otherwise impacting her use of the Rental Unit.

Given all of the above, substantial evidence supports the Hearing Examiner’s findings, and the Rent Board should uphold the decision of the Hearing Examiner as it relates to decrease in refrigeration services.

² When the refrigerator broke on September 1, 2019, Appellant fixed it on September 6, 2019. When the refrigerator broke on April 23, 2020, Appellant, after Respondent’s prodding, fixed it on May 2, 2020

IV. THE RECORD DOES NOT CONTAIN SUBSTANTIAL EVIDENCE SUPPORTING THE HEARING EXAMINERS FINDING OF DECREASE OF VENTILATION SERVICES AND THUS, THE HEARING EXAMINER'S AWARD OF \$2,305.86 MUST BE REVERSED TO \$0.

The Hearing Examiner Awarded Respondent \$2,305.86, for 880 days of decrease in ventilation caused by the replacement skylight. (*Attachment I*) However, after searching the Record, there are to be two basis supporting reversal. First, the Respondent never alleged in her petition a decrease in ventilation caused by the replacement skylight. Second, Appellant articulates a persuasive legal basis supporting reversal; namely, Respondent failed to provide notice to Appellant regarding the lack of ventilation specifically caused by the replacement skylight.

As it relates to the first basis for reversal, Respondent brought a petition against Appellants under Richmond Rent Board Regulation 904(B). (*Attachment G & H*) Among other things, Respondent asserted a reduction in services claim related to the skylight. (*Attachment H*) Respondent explained that one of the basis for moving into the Rental Unit was the view from the original skylight. (*Attachment G & H*) The original skylight was transparent allowing her to see the stars and the full moon. (*Attachment G & H*) To drive home the point, Respondent attached pictures to her petition depicting the view from the original skylight. (*Attachment H*) Respondent went on to explain that she requested Appellant fix the skylight because there were broken glass parts, causing her to worry for her health and safety since she slept under the skylight. (*Attachment G & H*) After some back and forth, Appellant replaced the skylight with a new opaque skylight. (*Attachment G*) Respondent was impacted by the replacement, explaining to Appellant that she lost her view and it was affecting her. (*Attachment G*) Appellant explained that the new skylight was meant to reduce the heat in the Rental Unit. (*Attachment G*) Despite her protestations, the skylight was not replaced with a more transparent one. (*Attachment G*) The loss of the view effected Respondent so much so that two years later, in 2020, she brought the issue up with Ziprent. (*Attachment G*) The entirety of Respondent's skylight claim contained in her petition concerned the loss of view. (*Attachment H*) It did not concern, nor did it mention, decrease in ventilation. (*Attachment H*) Indeed, Respondent herself testified that she only learned of the possibility of a decrease in ventilation claim after she filed the petition.

As a matter of law, where a party does not raise a claim against another party, the adjudicative body has no jurisdiction to hear that particular claim. Indeed, according to Richmond Rent Board Regulation 821:

It is the policy of the Rent Board that all petitions and objections be decided on their merits, consistent with due process of law and orderly administrative procedure. The regulations of this Chapter are intended to ensure that each party is given notice of the grounds for a petition and all objections thereto in advance of the hearing so that all parties will be prepared to present their case at the hearing. Accordingly, the hearing shall be limited to the issues raised by the petition and the objections filed thereto, unless the hearing examiner determines that, in the interest of fairness, additional issues or objections should be considered and thereafter takes all necessary steps to ensure that all parties have a full and fair opportunity to respond to new issues objections or evidence. (*Emphasis added*)

The Hearing Examiner had the discretion to allow additional issues/claims to be raised during the Hearing, but such allowance required the Hearing Examiner to: 1) find that in the interest of fairness additional issues should be considered, and 2) take all necessary steps to ensure that all parties had a full and fair opportunity to respond to the new issues. The Record does not support the notion that the Hearing Examiner took the aforementioned steps prior to considering the new claim of Excess Rent. Respondents cannot prevail on claims/issues that were never raised. Given these notions, the Board should reverse the Hearing Examiner's decision related to decrease in ventilation in its entirety. However, even if the Rent Board finds that Respondent properly raised the claim of decrease in ventilation or that the Hearing Examiner properly exercised his discretion to allow the claim, the Hearing Examiner's decision related to decrease in ventilation must be reversed as Respondent did not provide Appellant notice of the decrease in ventilation.

Richmond Rent Board Regulation 904(B)(6), states:

A Tenant who files a petition pursuant to this regulation must be able to establish the basis for the reduction and when the Landlord first received notice of the decreased service, deterioration, code violation or habitability violation. Notice may be actual or constructive.

On Appeal, Appellant asserts a persuasive legal basis for reversal as it relates to decrease in ventilation. Appellant argues that in the two years since replacing the skylight, Respondent never notified him of the decrease in ventilation due to the replaced skylight. (*Attachment A*) In other words, Appellant argues that the Record does not contain substantial evidence supporting a finding of notice of the decrease in ventilation caused by the replaced skylight. Appellant is correct. Nowhere in the numerous documents or petition does Respondent provide notice of the specific instance of decrease in ventilation due to the replacement skylight. Indeed, the Hearing Examiner's decision is silent on the issue of notice. Respondent's failure to provide Appellant with notice of the decrease is consistent with her testimony of only learning about the possibility of a decrease in ventilation after filing her petition. Because the Record does not contain substantial evidence supporting the notion that Appellant had actual or constructive notice of the decrease in ventilation, the Hearing Examiner's findings on the issue of decrease in ventilation should be reversed. Consequently, the Hearing Examiner's award of \$2,305.86, should be reversed down to \$0, and his findings on the issue of decrease in ventilation vacated.

CONCLUSION

Under the Substantial Evidence Standard, the Rent Board does not act as a fact-finder. Rather, the Rent Board defers to the Hearing Examiner's factual findings and resulting legal findings to determine whether the Record contains substantial evidence to support the Hearing Examiner's legal and underlying factual findings. Based on the aforementioned reasons, the Board is advised to find that substantial evidence in the Record supports the decision of the Hearing Examiner concerning lack of proper heating facilities and decrease in refrigeration services. However, the Rent Board is advised to reverse the portion of the Hearing Examiner's decision that awarded Respondent Excess Rent damages due to a decrease in ventilation caused by the replaced skylight, as the Respondent did not raise the claim in her petition, nor does the Record contain substantial evidence that Respondent informed Appellant of the decrease in ventilation due to the replaced skylight.

RECOMMENDATION

The Staff Attorney recommends that the Rent Board affirm the Hearing Examiner's decision in part and reverse in part. Specifically, the Staff Attorney recommends the Rent Board do the following:

1. AFFIRM the Hearing Examiner's findings that Appellant failed to maintain heating facilities in good working order in conformance with applicable law, and the consequent award of \$1,125.63.
2. AFFIRM the Hearing Examiner's findings that Appellant decreased Respondent's refrigeration services and the consequent award of \$100.73.
3. REVERSE the Hearing Examiner's finding of decrease in ventilation services due to a replaced skylight and subsequent award of \$2,305.86 to 0\$, as Respondent did not raise the claim in her petition nor does the Record contain substantial evidence that Respondent informed Appellant of the decrease in ventilation due to the replaced skylight.

ATTACHMENT LIST

Attachment A – Appellant’s Filed Appeal

Attachment B – Appellant’s Filed Objections to Respondent’s Petition

Attachment C – Depiction of the Interior of the Subject Property

Attachment D – Respondent’s Lease Agreement

Attachment E – Correspondence Concerning Heater Issues

Attachment F – Correspondence Concerning Refrigeration Issues

Attachment G – Correspondence Concerning Skylight Issues

Attachment H – Respondent’s Filed Petition

Attachment I – Excerpts of Hearing Examiner’s Decision

Attachment J – Respondent’s Filed Response to Appellant’s Appeal

842. Appeal Process

- A. Any appeal shall be filed on a form provided by the Board no later than thirty (30) calendar days after receipt of the notice of the hearing examiner's decision. A party is presumed to receive the decision five (5) business days after it is mailed. The appeal must contain a statement of the specific grounds on which the appeal is based. The Board will not consider an appeal that fails to state any facts or arguments in support of the grounds alleged in the appeal. Except as provided in Section 842(E), no other documents in support of the appeal will be accepted after the appeal deadline unless specifically requested by the Board. The appeal shall be sent to the Board and opposing parties and their representative. Additionally, appellants shall send a copy of the appeal to the hearing examiner whose decision is being appealed. The Board or staff may order that appeals relating to the same building or property, or different properties of the same Landlord, be consolidated. The opposing party shall file any response to the appeal within fifteen (15) calendar days from the date the appeal is filed.

- B. At least fourteen (14) calendar days prior to the date set for Board action on the appeal, a Board Staff report shall be prepared recommending that the decision of the hearing examiner be affirmed, modified, reversed or remanded to the hearing examiner for further hearing. Board Staff may supplement the record by including matters of which the Board may take official notice, provided that the parties are notified of such matters at least fourteen (14) days prior to the date set for Board action. Any objection to a staff request for official notice of such matters shall be filed no later than seven (7) calendar days prior to the date set for Board action.

- C. At least fourteen (14) calendar days prior to the date set for Board action, all parties shall be notified by mail of the date, time and place set for Board action on the appeal. Copies of the Board Staff recommendation shall be mailed to all parties and their representatives at least 14 days prior to the Board action. Copies of the official record and the staff recommendation shall be available for public review at the Board office at least fourteen (14) days prior to the date set for Board action. Parties may submit written comments to the Board up to seven (7) days prior to the Board action.

- D. At the Board meeting at which action on the appeal is scheduled, each party or the party's representative will be allowed seven (7) minutes to address the Board at the beginning of the hearing in the following order: appellant for five (5) minutes, respondent for seven (7) minutes, appellant for two (2) minutes. For any party addressing the Board who requires translation the allowable times shall be doubled. The Board has the discretion to allow more time.

- E. Unless the Board determines that a de novo hearing is required, the Board's decision will be based exclusively on the record before the hearing examiner. Parties shall be instructed not to discuss or comment upon factual matters or evidence that were not presented to the hearing examiner or officially noticed. Parties may discuss or comment upon the legal matters in question and any other pertinent issues raised by the appeal. The Board shall disregard any discussion or comment regarding factual matters that were not in the record before the hearing examiner or officially noticed. The vote of three (3) Board members is required to affirm, modify, remand or reverse the decision of the hearing examiner.

ITEM K-1
ATTACHMENT 2

- F. The Board's decision to affirm, modify, remand or reverse the decision of the hearing examiner shall be supported by written findings of fact and conclusions of law. When the Board votes to adopt the staff recommendation unchanged, the parties to the appeal will be notified only of the Board's decision. When the Board does not adopt the staff recommendation as written, a written decision of the Board shall be mailed to the parties or their representative of record.
- G. Continuances of dates set for Board action on appeals shall be granted by a majority of the Board or by the Executive Director only for good cause shown. A written request and the reasons for it must be received by the Board at least two (2) business days prior to the scheduled hearing, unless good cause is shown for later request. The written request must contain the reasons for the continuance, an explanation of what efforts were made to ascertain the position of the other parties regarding the request for a continuance, and mutually acceptable alternative dates. Copies of this written request must be sent immediately to all other parties and proof of service must accompany the written request filed with the Board.

H. Reconsideration.

- 1) At the discretion of the Executive Director or their designee, an appeal may be treated as a request for reconsideration and referred back to the Hearing Examiner for such reconsideration only if it is claimed by the appellant that:
- a) There was good cause for a failure to respond to a petition; or
 - b) There was good cause for a failure to appear at a settlement conference or hearing; or
 - c) The appellant wishes to present relevant evidence that could not, with reasonable diligence, have been discovered and produced at the hearing.
 - d) The decision resulted from a clearly inaccurate application of the law; staff members discovered a problem with the record; the underlying legal standard upon which the decision is based changed before final disposition of the case, including matters subject to a pending petition for writ of administrative mandamus; or any other reason the case should be remanded for reconsideration for administrative efficiency.

In the event that the Executive Director or their Designee finds good cause exists to treat the appeal as a request for reconsideration, the Executive Director or their Designee shall, within 15 business days from the day to file an appeal has expired, issue an Order of Reconsideration, which shall describe the basis of granting reconsideration, the scope of issues to be reconsidered by the Hearing Examiner, and modified procedures, if any, of the hearing process to expedite the matter for a hearing on reconsidered issues. The Rent Program shall send the Order of Reconsideration to all parties and, schedule a hearing consistent with the Order of Reconsideration within 60 days from the day the Order of Reconsideration was issued.

[Adopted January 24, 2018; Amended November 14, 2018; Sec.(I) Amended July 17, 2019; Repealed Section (B), October 16, 2019]