



REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND

**CITY COUNCIL CHAMBERS, COMMUNITY SERVICES BUILDING
440 Civic Center Plaza, Richmond, CA 94804**

**AGENDA
Monday, June 17, 2024**

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

Boardmembers
Elaine Dockens
Tomas Espinoza
Jim Hite

NOTICE: 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 four 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 4 minutes; 16 to 24 speakers, a maximum of 3 and one-half minutes; and 25 or more speakers, a maximum of 3 minutes.

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**

5:30 PM

A. ROLL CALL

B. PUBLIC COMMENT BEFORE CLOSED SESSION

C. ADJOURN TO CLOSED SESSION

CLOSED SESSION

Shimada Room, City Council Chambers

PUBLIC EMPLOYEE EVALUATION (Government Code Section 54957):

Title: Executive Director

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REGULAR MEETING OF THE RICHMOND RENT BOARD

AGENDA

6:00 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 7, 2024, Special Meeting of the Richmond Rent Board. *Cynthia Shaw*
 - G-2. APPROVE the minutes of the May 15, 2024, Regular Meeting of the Richmond Rent Board. *Cynthia Shaw*
 - G-3. APPROVE the minutes of the May 31, 2024, Special Meeting of the Richmond Rent Board. *Cynthia Shaw*
 - G-4. RECEIVE letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100. *Cynthia Shaw*
 - G-5. RECEIVE the Fiscal Year 2023-24 Monthly Activity Report through May 2024. *Cynthia Shaw*
 - G-6. RECEIVE the Rent Program FY 2023-24 Monthly Revenue and Expenditure Report through May 2024. *Fred Tran*
 - G-7. APPROVE late fee waiver(s) for June 2024 pursuant to Regulation 425. *Fred Tran*

- G-8.** APPROVE an amendment to the contract for community legal services with the Eviction Defense Center, increasing the contract amount by \$200,000 for Fiscal Year 2024-25, to a total not to exceed \$981,2441, and modifying the term to commence on July 1, 2024, through June 30, 2025. *Nicolas Traylor*
- G-9.** APPROVE an amendment to the contract for interpretation services with Interpreters Unlimited, increasing the contract amount by \$15,000 for Fiscal Year 2024-25, to a total not to exceed \$47,000 and modifying the term to commence on July 1, 2024, through June 30, 2025. *Nicolas Traylor*
- G-10.** APPROVE an amendment to the contract for translation services with The Spanish Group, LLC increasing the contract amount by \$19,000 for Fiscal Year 2024-25, to a total not to exceed \$48,6001 for the Fiscal Year 2024-25 (July 1, 2024- June 30, 2025). *Nicolas Traylor*

H. REGULATIONS

- H-1.** ADOPT Regulation 613, establishing the 2024 Annual General Adjustment in the amount of 1.44% for tenancies commencing prior to September 1, 2023. *Charles Oshinuga*

I. RENT BOARD AS A WHOLE

- I-1.** RECEIVE a Staff report on the reserve requirement of a minimum of eighteen percent (18%) of current year budgeted expenditures for the Operating and Stability Reserve and the maximum remaining for the Catastrophic Legal Event Reserve and Catastrophic Reserve as described in the Reserve Policy. *Nicolas Traylor
Fred Tran*

J. BUDGET

- J-1.** (1) ADOPT Revised Fiscal Year 2024-25 Rent Program Budget; (2) RECEIVE and APPROVE Fiscal Year 2024-25 Rental Housing Fee Study; and (3) DIRECT staff to prepare a resolution, consistent with the Rent Board's approved Rental Housing Fee Study and Budget, recommending to the City *Nicolas Traylor
Fred Tran*

Council adoption of a two-tier fee structure for Fiscal Year 2024-25 of \$239 for Fully Covered Rental Units and \$136 for Partially Covered Rental Units.

K. REPORTS OF OFFICERS

L. 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: June 17, 2024

Final Decision Date Deadline: June 17, 2024

STATEMENT OF THE ISSUE: The minutes of the May 7, 2024, 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 7, 2024, Special Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

G-1.

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RICHMOND, CALIFORNIA, May 7, 2024

The Special Meeting of the Richmond Rent Board was called to order at 5:34 P.M.

PLEDGE TO THE FLAG

ROLL CALL

Board Members Present: Dockens, Espinoza, and Hite.

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

Absent: Chair Cantor and Vice Chair Guadalupe.

STATEMENT OF CONFLICT OF INTEREST

None.

Before the announcement of Item D for Agenda Review, Rent Board Clerk Cynthia Shaw announced to the Board that they should elect a Presiding Officer to lead the meeting. A motion by Board Member Dockens to nominate and elect Board Member Hite as the Presiding Officer for the May 7, 2024, meeting, seconded by Board Member Espinoza, passed unanimously.

AGENDA REVIEW

None.

PUBLIC FORUM

Marilyn Langlois thanked the Board and staff for the work they have been doing for the city, and she appreciates the work as a Richmond resident. She mentioned she was glad that this meeting was happening and that Spanish interpretation was possible because she knew it had been a challenge in the past meetings. She also mentioned that she hopes the Board can obtain a reliable source of Spanish language interpretation, which is very important for Board Members and the community to follow. She also mentioned that regarding the budget, she hoped the Board could find a way to maximize compliance with the rental fees. She noted that the staff is doing a pretty good job but can be challenging. She also encourages staff to find strategies to get as close as 100 percent payment of all landlord housing fees because that money

could be put to good community use.

BUDGET

F-1. The matter to receive a presentation regarding the Rent Program's current financial situation and budget options and direct staff to prepare a draft budget for the fiscal year 2024-25, reflecting Budget Option 1 and Budget Option 2 with the Board's budget priorities incorporated in both options was presented by Executive Director. The presentation included an update on current financials and budget options, which included a positions chart, a recap of key program activities that included a chart of the key program activities and the status of activities compared to last fiscal year that included information about a substantial increase in outreach/education and petition activity, there is a sizable backlog in processing property enrollment, late fee waivers, and collection of the rental housing fee from delinquent accounts, a review of board priorities that included an overview of expanded outreach and community education, the comprehensive outreach plan, the statement of the issue, the fiscal impact, a discussion regarding the deficit factors around collections and cost pool charges, an overview of budget Option 2 to that included information about the strategic investment in increasing the collection rate, a chart of budget options and financial impact that included option one that included the enhanced status quo budget and the budget impact and Option 2 that included Option 1 plus the addition of one position and reclassify one position and the budget impact, the recommended action and a chart of the projected deficit. Discussion ensued. There were no public comment on this item. A motion by Board Member Dockens, and seconded by Board Member Espinoza, directed staff to prepare a draft budget for the fiscal year 2024-25, reflecting Budget Option 2, and return to the Board with the draft budget at the next Rent Board meeting on May 15th, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, and Hite. **Noes:** None. **Abstentions:** None. **Absent:** Chair Cantor and Vice Chair Guadalupe.

REPORTS OF OFFICERS

Executive Director Nicolas Traylor asked Board Members for their availability for the May 15th Regular Rent Board Meeting and a special meeting on May 30th or May 31st, June 11th, and the June 17th Regular Meeting because there may not be a quorum. He also requested that Board Members let staff know if they can attend to help us prepare for the meetings as soon as possible. Rent Board Clerk Cynthia Shaw added that the Regular Meeting is scheduled for June 19th. However, the City may observe Juneteenth as a holiday, Wednesday, June 19th, and city offices will be closed. Staff have reserved June

17th as a placeholder in case the City approves the Juneteenth holiday. She added that the Juneteenth holiday fell on the 3rd Wednesday of the month this year when our Regular meetings are held, so we wanted to poll Board Members for their availability for Monday, June 17th. She added that May 30th and May 31st are also placeholder dates in case some Board Members are unavailable to meet for the June 11th and 17th meetings. Executive Nicolas Traylor added that staff will email Board Members about their availability for those dates mentioned.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:32 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: June 17, 2024

Final Decision Date Deadline: June 17, 2024

STATEMENT OF THE ISSUE: The minutes of the May 15, 2024, Regular Meeting of the Richmond Rent Board require approval.

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> | |

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 15, 2024, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

G-2.

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RICHMOND, CALIFORNIA, May 15, 2024

The Open Session to Hear Public Comments before Closed Session was called to order at 5:13 PM.

ROLL CALL

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

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

Absent: None.

PUBLIC COMMENT BEFORE CLOSED SESSION

None.

ADJOURN TO CLOSED SESSION

The Open Session to Hear Public Comments Before Closed Session adjourned at 5:15 PM.

CLOSED SESSION – Shimada Room, City Council Chambers

The Regular Meeting of the Richmond Rent Board was called to order at 5:39 PM.

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, and General Counsel Charles Oshinuga.

Absent: None.

(Vice Chair Guadalupe absent as of 7:30 P.M.)

STATEMENT OF CONFLICT OF INTEREST

None.

REPORT FROM LEGAL COUNSEL OF FINAL DECISIONS MADE IN CLOSED SESSION

General Counsel Charles Oshinuga reported that the Board decided that per the MOU, the Executive director should be evaluated on his anniversary date or 60 days, thereabout. The Board will do the evaluation on or about October 25th of this year.

AGENDA REVIEW

None.

PUBLIC FORUM

Kimberly Graves expressed a situation with her tenant. The tenant has lived in the home for 20 years and ran a daycare business while receiving small rent increases. She wants the Rent Board to consider mom-and-pop landlords, and she mentioned that a situation has been created where tenants are treated like victims and victimizing landlords. She stated that she was told that she did not file all the necessary documents needed for an Owner Move-In Eviction with the Rent Board according to the Ordinance, and she was also told she could not move into that property because she owns other properties and does not qualify for the eviction. The property is in San Leandro, but she mentioned it is someone else with the same name, but it is not her. Ms. Graves stated that it is unfair and wants the Rent Board to try to understand that there is a human side to landlords who are being victimized.

Iiona Clark expressed to the Board that before going into budget discussions, she hopes the Board and staff understands that the current climate that we are practicing is to preserve housing in this climate. She also mentioned that not too long ago, when inflation was very high, the voters of Richmond decided to limit allowable rent raises to 3% or 60% of inflation, whichever is lower; that is the law, and that was passed when inflation was higher, now inflation has come down as predicted to a more tolerable and normal levels, and we are still going to be limited to be 60% of that amount which is probably around 1.5% for this coming year, which will be rough for people on the edge, especially with homeowners' insurance skyrocketing. Many homeowners are having to cancel their policy. She also said the State insurance is incredibly high and only covers the outstanding balance amount if the property gets burned. She also mentioned

that although inflation is going down, interest rates are still high, and she hopes it will go down soon because she is stuck with a 1.5% rent increase. She feels the imbalance is going from bad to worse and hopes she has gotten her point across.

Marilyn Langlois thanked the Board and staff for their diligent work on the budget during the previous meeting. She particularly commended the Board's decision to have the staff present a budget that aligns closely with the rent fees, a move she believes will greatly benefit the program as a whole. Marilyn also expressed her appreciation for the staff's efforts in addressing the Cost Pool issues with the City. She expressed optimism and confidence that a resolution will be reached, further strengthening the relationship between the City and the Rent Program.

RENT BOARD CONSENT CALENDAR

Rent Board Clerk Cynthia Shaw read the Consent Calendar items.

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

***G-1.** Approve the minutes of the April 17, 2024, Regular Meeting of the Richmond Rent Board.

***G-2.** Receive letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100.

***G-3.** Receive the Fiscal Year 2023-24 Monthly Activity Report through April 2024.

***G-4.** Receive the Rent Program FY 2023-24 Monthly Revenue and Expenditure Report through April 2024.

***G-5.** Approve late fee waiver(s) for May 2024 pursuant to Regulation 425.

REGULATIONS

H-1. The matter to amend Regulation 322 to include language that clarifies that Rent Board members, or the Rent Board, may submit agenda items and agenda reports was presented by Staff Attorney Palomar Sanchez. The presentation included a statement of the issue, background about the current Regulation 322 (A), background of the proposed Regulation 322(A), the recommended action, and the agenda action.

Before discussing the item with the Board and Staff, General Counsel Charles Oshinuga briefly commented on the proposed amendments to the Regulation. He mentioned in one of his prior trainings that he trained on agendizing items, that it was stated that the Rent Board as a whole may agendize items, and the body of the text explains how that is accomplished. He mentioned that even though the title is misleading, he wanted to clarify that the Rent Board as a whole does not agendize items; the Rent Board as a whole can direct staff to agendize any items they would like to see returned to the Board. So, staff can agendize items, individual Board Members can agendize items, or the Rent Board as a Whole can direct staff to agendize an item they want to return to the Board, and then staff will present that item. Discussion ensued. There was no public comment on this item.

A motion made by Board Member Hite, seconded by Board Member Dockens, to direct staff to return to the Board with the amended Regulations and agendize the item under the Consent Calendar for the June Regular Meeting, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, Vice Chair Guadalupe, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** None.

RENT BOARD AS A WHOLE

I-1. The matter to prepare language to identify the official newspaper of the Richmond Rent Board and place this language in the Note to Reader section of the Rent Board Regulations, create a Note to the Reader section for the Richmond Rent Ordinance, and place the language identifying the Official newspaper in this created section was presented by Board Member Dockens. The oral presentation included a summary of the item, the Statement of the Issue, the Recommended Action, the Fiscal Impact, and the Background, which included language from the Richmond Rent Ordinance Section 11.100.060 (n) and the Richmond Rent Board Regulations Section 5, Section 502 B (4), and next steps. Discussion ensued. The following individual made a public comment: Ilona Clark. A motion by Chair Cantor and seconded by Board Member Dockens, to direct staff to complete the following and present to the Board at the July 2024 Rent Board Regular meeting for Board approval to incorporate into the relevant documents any composed appropriate language to identify the official newspaper of the Rent Board to be included in the notes to readers section of the Regulations following the table of contents, be to create a note to the reader supplement to the Richmond Rent Ordinance and include the composed language to identify the official newspaper of the Rent Board, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, Vice Chair Guadalupe, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** None.

BUDGET

J-1. The matter to (1) receive a draft Proposed Fiscal Year 2024-25 Rent Program Budget and corresponding 10-year Financial Projection and (2) determine adoption of the Fiscal Year 2024-25 Budget and approval of the fees consistent with Sections 11.100.060(n) and (l) of the Rent Ordinance was presented by Deputy Director Fred Tran. The presentation included the Statement of the Issue, the Background, the Fiscal Impact, Proposed FY 2024-25 Budget summary which included a chart of the proposed Salaries & Wages Fringe Benefits, proposed Professional and Administrative Services, Other Operating costs, Cost Pool and Other Non-capital costs, financial status and 10-Year Projections which included background about the 10-Year Financial Projection, 10-Year Financial Projections high-level summary, 10-Year Financial Projection Reserve Policy, Proposed Rental Housing Fee Study which included a chart of applicable unit counts, proposed budget and Rental Housing Fees, expense and revenue summary, comparison of proposed FY 2024-25 Rental Housing Fee to Prior Years, next steps, and the Recommended Action. The following individuals made public comments: Ilona Clark, Finance Director Andrea Miller, Marilyn Langlois. Discussion ensued.

Finance Director Andrea Miller, Director of Finance stated that the Cost Pool charges will be offset with a Subsidy for the current fiscal year 2023-24 and next fiscal year 2024-25. The Rent Program will not be expending any funds to recover the Cost Pool charges, 100% of the transfer will be City funded. She stressed that it will be pending City Council approval. The Subsidy will not be required to be paid back as a loan with any interest bearing, it will be considered a transfer from the City to the Rent Program to offset those Cost Pool charges.

A motion was made by Chair Cantor that the Board receive a presentation of the draft Proposed Fiscal Year 2024-25 Rent Program Budget and corresponding 10-year Financial Projection presentation and to hold off on determining the timeline until the Board's next Special Meeting. At that meeting, the Board will have updated budget information that will give the Board ample time to publish ten days in advance of whether the Board decides to have the Public Hearing on June 11th or June 19th. General Counsel Oshinuga recommended that Chair Cantor include the direction to staff in her motion.

Chair Cantor amended her motion that the Board received the draft Proposed Fiscal Year 2024-25 Rent Program Budget and corresponding 10-year Financial Projection presentation and directed staff to prepare a new draft budget to include a 360 review process of the Executive Director, updated information about cost pool based on what the City has proposed, and updated revenue projections based on the assumption of the new Compliance Specialist position and provide information about what they will be able to do and the Board will determine the schedule regarding the Public Hearing at

the next scheduled meeting, seconded by Board Member Dockens, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** Vice Chair Guadalupe.

REPORTS OF OFFICERS

None.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:13 P.M.

Cynthia Shaw
Staff Clerk

(SEAL)

Approved:

Rent Board Chair

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 17, 2024

Final Decision Date Deadline: June 17, 2024

STATEMENT OF THE ISSUE: The minutes of the May 31, 2024, 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, 2024, Special Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

G-3.

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RICHMOND, CALIFORNIA, May 31, 2024

The Special Meeting of the Richmond Rent Board was called to order at 5:36 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, and Staff Attorney Palomar Sanchez.

Absent: General Counsel Charles Oshinuga.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

None.

PUBLIC FORUM

None.

BUDGET

F-1. The matter to receive and review the revised Proposed Fiscal Year 2024-25 Rent Program Budget and corresponding fees and determine a date and time to hold a public hearing and publish an annual budget for Fiscal Year 2024-25 with corresponding fees for adoption consistent with Sections 11.100.060(n) and (l) of the Rent Ordinance was presented by Executive Director Nicolas Traylor. The presentation included a Statement of the issue, Fiscal Impact, Discussion regarding a draft of the Option 2 Budget proposal, Revisions to the Proposed Fiscal Year 2024-25 Budget, Charts for the Proposed Fiscal Year 2024-25 Rental Housing Fee, Conclusion, and Proposed Actions, and the Recommended Action. There were no public comments on this item. Discussion ensued. A motion by Board Member Hite and seconded

by Board Member Dockens. Board Members received and reviewed the revised Proposed Fiscal Year 2024-25 Rent Program Budget and corresponding fees and directed staff to hold a public hearing at the Regular Rent Board Meeting scheduled for Monday, June 17, 2024, at 5:30 P.M. and publish an annual budget for Fiscal Year 2024-25 with corresponding fees for adoption consistent with Sections 11.100.060(n) and (l) of the Rent Ordinance passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, Vice Chair Guadalupe, Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** None.

REPORTS OF OFFICERS

Board Member Dockens thanked staff for the excellent work and for the presentation.

ADJOURNMENT

There being no further business, the meeting was adjourned at 6:04 P.M.

Cynthia Shaw
Staff Clerk

(SEAL)

Approved:

Rent Board Chair

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 17, 2024

Final Decision Date Deadline: June 17, 2024

STATEMENT OF THE ISSUE: Members of the community have sent letters to the Rent Board and Rent Program staff members. Staff members recommend letters that do not pertain to a specific item on the Rent Board agenda be included as consent items for consideration by 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 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 letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100 – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

G-4.

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From: Ilona Clark [REDACTED]

Sent: Tuesday, May 14, 2024 5:14 PM

To: Sara Cantor <scantor@richmondrent.org>; Rent Program <rentprogram20@gmail.com>; Cynthia Shaw <cynthia_shaw@ci.richmond.ca.us>; Karina Guadalupe <kguadalupe@richmondrent.org>; Elaine Dockens <edockens@richmondrent.org>; Nicolas Traylor <nicolas_traylor@ci.richmond.ca.us>; Tomasa Espinoza <tespinoza@richmondrent.org>; Jim Hite <jhite@richmondrent.org>

Subject: Proposed budget FY 24/25

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

The proposed budget for FY 24/25 includes an 18% fee-hikes for all units - \$41 more for overed units and \$23 more for partially covered, subsidized units. Fee hikes for public services should be taken seriously and not passed without consideration of the climate in which they exist.

Housing Providers alone pay these fees in Richmond. None may be passed to renters as is the case in other jurisdictions.

Rent increases have been limited to 3% or less. This happened in a climate of high inflation. Though inflation has come down, the limitations have not. Allowable rent increases this year may be as low as 1.5% as a result. Yet the cost of housing, including Rent Program fees, rise at a much higher rate.

The executive branch, consisting of Traylor and Tran, are asking for a 12.7% raise. This is on top of 14.2% last year and 13% the year before. When will the Board rein this in?

The projected raises for this executive branch from next year on into the future are a consistent 5%. Though this is still twice the current rate of inflation, it does seem more reasonable, Why not start the annual 5% raises this year?

According to the budget proposal, the reserve fund has reached 25%. Originally, the agreed upon amount was 18%. When did the Program staff and Board change this?

Finally, for the first time in this body's history, there are no other options being presented to the Board. Usually there are 2 or 3 options for different budgets with pros and cons to be discussed in a public forum.

Apparently, Program staff are demanding and expecting a rubber stamp for this insanity. Now is the time for you, as the Board, to ask yourselves if you wish to serve the community of renters and housing providers? or simply to serve this executive branch in letting our community get fleeced, year after year.

Please do not pass this budget proposal, limit raises to 5% at most, draw down the reserve fund to the negotiated level and have a real discussion about the future you want to see for Richmonds small housing providers and our renters.

Ilona Clark, RN, MSN

Richmond Resident and Housing Provider

--

Healing is figuring out how to coexist with the pain that will always live inside of you, without pretending it isn't there or allowing it to hijack your day. It is learning to confront ghosts and carry what lingers.

- *Suleika Jaouad*

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 17, 2024

Final Decision Date Deadline: June 17, 2024

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

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: RECEIVE the Fiscal Year 2023-24 Monthly Activity Report through May 2024 - Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

G-5.

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**Rent Program
FY2023-24 Monthly Activity Report**

ITEM G-5

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	
2		MTD ACTUAL	YTD TOTAL											
3	Public Information & Enrollment Unit													
5	Rent/Eviction Counseling Appointments By Phone	122	181	172	181	195	101	154	151	133	125	159	-	1,674
6	Rent/Eviction Counseling Appointments By Walk-ins	35	43	53	61	40	30	52	43	43	31	75	-	506
7	Rent/Eviction Counseling Questions Addressed By Email	102	132	347	262	265	228	341	382	64	48	220	-	2,391
8	TOTAL RENT/EVICTION COUNSELING APPOINTMENTS	259	356	572	504	500	359	547	576	240	204	454	-	4,571
9	Rent/Eviction Counseling Sessions Conducted in Spanish	27	34	32	40	27	27	29	34	21	24	30	-	325
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	-	-	-	-	-	-	-	-	-	-	-	-	-
13	TOTAL RENT/EVICTION COUNSELING APPOINTMENTS IN A LANGUAGE OTHER THAN ENGLISH	21	34	32	40	27	27	29	35	21	24	30	-	320
14	Legal Service Referrals	12	12	9	11	10	13	16	13	14	9	13	-	132
17	Mediations Conducted	4	14	2	-	-	-	-	-	-	-	-	-	20
18	Assists from Front Office Staff	51	7	18	6	6	39	48	104	92	84	293	-	748
19	Courtesy Compliance Letters Sent	38	3	6	1	-	-	43	137	194	59	345	-	826
20	Community Workshop Attendees	-	-	-	-	-	-	-	-	-	-	-	-	-
21	Hard Copy Rent Increase Notices Processed	8	-	5	1	-	-	-	27	25	10	6	-	82
22	Hard Copy Termination of Tenancy Notices Processed	1	-	21	-	-	4	-	5	11	8	6	-	56
24		9	-	26	1	-	4	-	32	36	18	12	-	138
25	Billing/Enrollment/Registration Counseling Appointments In-Person	4	13	13	21	15	10	13	6	13	16	22	-	146
26	Billing/Enrollment/Registration Counseling Appointments By Phone	20	53	50	48	33	24	32	21	37	36	55	-	409
27	Billing/Enrollment/Registration Counseling Questions Addressed By Email	23	28	157	80	20	8	31	8	36	21	45	-	457
28	TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS	43	81	207	128	53	32	63	29	73	57	100	-	866
29	Enrollment/Tenancy Registration Packets Mailed	5	6	-	1	24	20	2	4	24	4	26	-	116
30	Enrollment Forms Processed	12	49	10	22	39	23	17	17	22	43	37	-	291
31	Rental Housing Fee Invoices Generated	30	7,832	1	37	154	15	10	53	12	14	189	-	8,347
32	Checks Processed	3	113	156	76	25	43	25	11	27	15	16	-	510
33	Checks Returned	2	1	-	4	25	6	1	3	10	13	-	-	65
34	Tenancy Registrations Received	11	51	19	7	35	8	-	2	1	-	11	-	145
35	Rental Units Discovered Not in Database	8	6	5	7	5	2	3	8	2	5	10	-	61
36	Property Information Updated	5	9	5	377	31	5	47	106	18	164	22	-	789
37	Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)	74	16	119	16	9	34	40	27	71	11	63	-	480
38	Applications for Administrative Determination of Exempt/Inapplicable Status Received	5	2	11	14	25	4	9	1	6	9	4	-	90
39	Administrative Determination of Exempt/Inapplicable Status Issued	2	-	2	5	5	1	4	5	10	6	12	-	52
40	Declarations of Exemption Processed	-	-	1	-	-	-	-	-	-	-	-	-	1
41	LEGAL UNIT													
42	Public Records Act Requests Received	-	4	3	2	5	1	2	6	4	5	5	-	37
43	Owner Move-In Eviction Termination of Tenancy Notices Reviewed	2	-	4	-	1	1	3	2	3	9	1	-	26
44	Withdrawal from the Rental Market (Ellis Act) Termination of Tenancy Notices Reviewed	-	-	-	-	-	1	1	2	1	4	1	-	10
45	Substantial Repairs Termination of Tenancy Notices Reviewed	-	-	-	-	-	-	-	-	-	-	1	-	1
46	Appeal Hearings Held	-	-	-	2	-	-	-	-	-	1	-	-	3
47	HEARINGS UNIT													
50	Consultations with Hearings Unit Coordinator By Phone	10	4	6	3	5	4	6	4	2	5	2	-	51
51	Hearings-Related Questions Addressed by Email	20	27	30	17	24	28	34	22	36	27	20	-	285
52	TOTAL HEARINGS-RELATED CONSULTATIONS	30	31	36	20	29	32	40	26	38	32	22	-	336
53	MNOI Petitions Received (Attachment A)	-	-	1	-	-	1	-	-	-	-	-	-	2
54	Increased in Occupants Petitions Received (Attachment B)	-	1	-	-	1	-	-	-	-	-	1	-	3
55	Increase in Space or Services Petitions Received (Attachment C)	-	-	-	-	-	-	-	-	3	1	1	-	5
56	Restoration of Denied AGA Petitions Received (Attachment D)	-	-	-	-	-	-	-	-	-	-	-	-	-
57	Landlord Individual Rent Adjustment Petitions Received	-	-	1	-	1	-	-	-	3	1	2	-	8
58	Landlord Petition to Determine Exempt Status Received	-	-	-	-	-	-	-	-	-	-	-	-	-
59	TOTAL LANDLORD PETITIONS RECEIVED	-	1	2	-	2	1	-	-	6	2	4	-	18
60	Excess Rent or Failure to Return Sec Dep Petitions Received (Attachment A)	1	-	4	2	3	1	2	2	2	5	2	-	24
61	Decrease in Space/Services or Habitability Petitions Received (Attachment B)	-	-	3	2	3	1	4	4	2	9	4	-	32
62	Reduction in Number of Tenants Petitions Received (Attachment C)	-	-	-	-	-	-	-	-	-	-	-	-	-
63	Tenant Petition Based on Multiple Grounds	1	-	5	4	4	2	4	14	2	21	4	-	61
64	Tenant Petition for Rent Withholding Petitions Received	-	-	-	-	2	-	-	-	-	-	-	-	2
65	Tenant Petition for Failure to Pay Relocation Payment Petitions Received	-	1	1	5	-	2	4	2	-	7	1	-	23
66	TOTAL TENANT PETITIONS RECEIVED	2	1	13	13	12	6	14	22	6	42	11	-	142
67	Petition for Determination of Occupancy Status	-	-	-	-	-	-	-	-	-	-	-	-	-

Rent Program
FY2023-24 Monthly Activity Report

ITEM G-5

1	A	B	C	D	E	F	G	H	I	J	K	L	M	N
2		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	YTD TOTAL
68	Petition for Initial Rent Determination	-	-	-	-	-	-	-	-	2	-	-	-	2
69	Request to Expedite Hearing Process	-	-	-	-	-	-	-	-	-	-	-	-	-
70	Request for a Continuance of the Hearing Process	-	-	-	1	-	-	1	-	-	-	-	-	2
71	Subpoena(s)	-	-	-	5	-	-	-	-	-	-	1	-	6
72	TOTAL OTHER PETITIONS RECEIVED	-	-	-	6	-	-	1	-	2	-	1	-	10
73	Decisions Ordered	2	1	-	-	1	-	3	-	2	-	1	-	10
74	Cases Settled	3	2	3	2	5	2	4	3	5	2	4	-	35
75	Cases Dismissed	1	-	1	-	-	-	-	1	-	3	-	-	6
76	Petitions Withdrawn	-	-	-	-	-	-	1	3	1	2	1	-	8
77	TOTAL CASES CLOSED	6	3	4	2	6	2	8	7	8	7	6	-	59
78	Appeals Received	1	-	1	-	-	1	-	1	1	1	-	-	6
79	Total Open Cases (Tenant Petitions)	9	10	10	14	19	9	17	18	22	9	11	-	148
80	Total Open Cases (Landlord Petitions)	2	3	2	-	3	2	2	3	7	5	5	-	34
81	Total Open Cases (Other Petitions)	2	-	3	-	-	9	-	1	3	4	-	-	22
82	TOTAL OPEN CASES	13	13	15	14	22	20	19	22	32	18	16	-	204
83	Form Submissions													
84	Agent Authorization	-	-	-	-	-	-	-	-	-	-	-	-	-
85	Proof of Excess Rent Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
86	Proof of Permanent Relocation Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
87	Proof of Temporary Relocation Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
88	Change in Terms of Tenancy	9	-	-	-	-	-	-	4	1	3	-	-	17
89	Tenancy Registration Forms Processed	-	-	-	-	-	-	-	-	-	-	318	-	318
90	TOTAL RENT INCREASE NOTICES FILED	95	-	-	72	79	99	32	14	76	-	125	-	592
91	Termination of Tenancy - Nonpayment of Rent	21	100	61	65	76	61	71	43	11	6	116	-	631
92	Termination of Tenancy - Breach of Lease	1	12	6	13	2	4	3	2	-	2	13	-	58
93	Termination of Tenancy - Failure to Give Access	-	-	-	1	-	1	-	-	-	-	-	-	2
94	Termination of Tenancy - Nuisance	-	4	1	5	3	-	1	-	-	-	-	-	14
95	Termination of Tenancy - Withdrawal from the Rental Market	-	-	-	-	-	-	1	-	-	-	2	-	3
96	Termination of Tenancy - Owner Move-In	3	1	4	-	1	2	2	1	1	3	1	-	19
97	Termination of Tenancy - Substantial Repairs	-	-	-	-	3	-	-	-	-	-	2	-	5
98	Termination of Tenancy - Temporary Tenancy	-	1	-	-	-	-	-	-	-	-	-	-	1
99	TOTAL TERMINATION OF TENANCY NOTICES FILED	25	118	72	84	85	68	78	46	12	11	134	-	733
100														
101	Tenancy Registration Processed	-	-	-	-	-	-	-	-	-	-	-	-	-

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 17, 2024

Final Decision Date Deadline: June 17, 2024

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

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

RECOMMENDED ACTION: RECEIVE the Rent Program FY 2023-24 Monthly Revenue and Expenditure Report through May 2024 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

G-6.

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RICHMOND RENT PROGRAM
MONTHLY REVENUE AND EXPENDITURES REPORT
FISCAL YEAR 2023-24

OBJECT	ORIGINAL BUDGET	ADOPTED BUDGET	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	Period 9	Period 10	Period 11	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
			July	August	September	October	November	December	January	February	March	April	May				
34045 Rental Housing Fees	(2,914,945)	(3,004,698)	(17,585.50)	(787,875.98)	(919,573.50)	(344,931.75)	(139,427.75)	(123,841.95)	(153,839.00)	(35,921.00)	(95,538.25)	(49,452.50)	(138,960.50)	-	(2,806,947.68)	(197,750.32)	93.4%
TOTAL LICENSES, PRMITS&FEES	(2,914,945)	(3,004,698)	(17,585.50)	(787,875.98)	(919,573.50)	(344,931.75)	(139,427.75)	(123,841.95)	(153,839.00)	(35,921.00)	(95,538.25)	(49,452.50)	(138,960.50)	-	(2,806,947.68)	(197,750.32)	93.4%
361701 Interest	(20,000)	(20,000)	-	-	-	(17,242.17)	-	-	(26,514.44)	-	(19,111.36)	-	-	-	(62,867.97)	42,867.97	314.3%
361705 Realized Gain	-	-	-	-	-	-	-	-	(8,842.69)	-	-	(260.84)	-	-	(9,103.53)	9,103.53	0.0%
TOTAL INTEREST & REALIZED INCOME	(20,000)	(20,000)	-	-	-	(17,242.17)	-	-	(35,357.13)	-	(19,372.20)	-	-	-	(71,971.50)	51,971.50	359.9%
364855 OTHER REV/Misc Other Re	-	-	-	-	-	(15.00)	-	-	-	-	(8.00)	-	(15.00)	-	(38.00)	38.00	0.0%
364867 Revenue from Collections Agency	(50,000)	(50,000)	-	-	-	-	-	(26,212.45)	-	-	-	-	-	-	(26,212.45)	(23,787.55)	52.4%
337373 Other Grants	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
TOTAL OTHER REVENUE	(50,000)	(50,000)	-	-	-	(15.00)	-	(26,212.45)	-	-	(8.00)	-	(15.00)	-	(26,250.45)	(23,787.55)	52.5%
TOTAL REVENUE	(2,964,945)	(3,074,698)	(17,585.50)	(787,875.98)	(919,573.50)	(362,188.92)	(139,427.75)	(150,054.40)	(189,196.13)	(35,921.00)	(95,546.25)	(68,824.70)	(138,975.50)	-	(2,905,169.63)	(169,528.37)	94.5%
400001 SALARIES & WAGES/Executive	765,357	846,234	65,519.38	65,521.38	65,523.38	66,182.86	75,473.98	73,301.78	76,966.68	76,966.68	76,966.68	76,966.68	80,258.35	-	799,647.83	46,586.17	94.5%
400002 SALARIES & WAGES/Mgmt-Local 21	353,101	367,225	29,114.00	29,749.00	29,749.00	29,749.00	33,493.58	33,493.58	34,833.34	35,060.16	37,022.88	35,699.82	35,949.32	-	363,913.68	3,311.32	99.1%
400003 SALARIES & WAGES/Local 1021	268,646	337,653	18,678.44	18,678.44	18,678.44	18,678.44	19,416.58	19,416.58	20,193.24	20,193.24	21,894.18	20,854.64	29,259.84	-	225,942.06	111,710.94	66.9%
400006 SALARIES & WAGES/PT- Temp	37,565	37,565	1,246.21	3,146.24	2,040.90	2,479.43	4,357.79	4,339.00	4,230.79	6,954.41	5,406.26	5,137.66	5,655.33	-	44,994.02	(7,429.02)	119.8%
400031 OVERTIME/General	2,500	2,500	284.60	-	-	-	-	-	-	-	66.97	-	102.56	-	454.13	2,045.87	18.2%
400048 OTHER PAY/Bilingual Pay	11,470	11,470	968.02	928.26	928.26	2,541.26	933.94	933.94	939.30	939.30	939.30	939.30	939.30	-	11,930.18	(460.18)	104.0%
400049 OTHER PAY/Auto Allowance	4,200	4,200	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	-	3,850.00	350.00	91.7%
400053 OTHER PAY/Pension Credit	-	-	1,333.05	1,331.58	1,331.62	1,344.81	1,530.63	1,453.84	1,319.06	1,526.50	1,526.50	1,526.50	1,526.50	-	15,750.59	(15,750.59)	100.0%
400058 400058 OTHER PAY/Bonuses	-	63,615	-	-	-	-	-	-	-	2,000.00	-	-	-	-	2,000.00	61,615.00	3.1%
TOTAL SALARIES AND WAGES	1,442,839	1,670,462	117,493.70	119,704.90	118,601.60	121,325.80	135,556.50	135,288.72	138,832.41	141,990.29	144,105.80	141,541.57	154,041.20	-	1,468,482.49	201,979.51	87.9%
400103 P-ROLL BEN/Medicare Tax-ER Shr	19,710	20,774	1,694.62	1,721.51	1,705.50	1,744.83	1,948.50	1,949.05	2,003.37	2,045.82	2,061.62	2,054.43	2,216.58	-	21,145.83	(371.83)	101.8%
400105 P-ROLL BEN/Health Insurance Be	249,327	271,329	20,777.22	20,777.22	20,777.22	20,777.22	20,777.22	20,777.22	23,137.92	23,137.92	23,137.92	23,137.92	24,162.60	-	241,377.60	29,951.40	89.0%
400106 P-ROLL BEN/Dental Insurance	16,644	18,031	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	1,387.32	1,618.54	-	15,491.74	2,539.26	85.9%
400109 P-ROLL BEN/Employee Assistance	216	234	18.36	18.36	18.36	18.36	18.36	18.36	18.36	18.36	18.36	18.36	21.42	-	205.02	28.98	87.6%
400110 P-ROLL BEN/Professional Dev-Mg	6,750	7,500	250.00	-	-	-	-	-	297.00	-	-	-	750.00	-	1,297.00	6,203.00	17.3%
400111 P-ROLL BEN/Vision	1,992	2,158	166.44	166.44	166.44	166.44	166.44	166.44	166.44	166.44	166.44	166.44	194.18	-	1,858.58	299.42	86.1%
400112 P-ROLL BEN/Life Insurance	3,931	3,931	327.53	327.53	327.53	327.53	327.53	327.53	327.53	327.53	327.53	327.53	337.13	-	3,612.43	318.57	91.9%
400114 P-ROLL BEN/Long Term Disabilit	11,803	11,996	599.06	599.32	599.53	606.41	663.60	663.60	693.80	696.18	700.16	701.82	754.10	-	7,271.58	4,724.42	60.6%
400116 P-ROLL BEN/Unemployment Ins	5,472	5,928	494.00	532.00	532.00	532.00	608.00	608.00	608.00	608.00	608.00	608.00	700.00	-	6,346.00	107.00	107.1%
400117 P-ROLL BEN/Personal/Prof Dev	2,250	2,250	108.32	-	-	-	230.48	-	274.49	-	(750.00)	567.19	-	-	430.48	1,819.52	19.1%
400121 P-ROLL BEN/Worker Comp-Clerica	6,923	6,923	1,242.56	755.50	728.84	723.96	837.17	836.29	856.43	985.25	992.46	915.65	1,337.70	-	10,211.81	(3,288.81)	147.5%
400122 P-ROLL BEN/Worker Comp-Prof	101,330	101,330	6,397.46	8,581.22	8,581.22	8,640.62	9,817.12	9,620.32	10,071.04	10,091.59	10,269.41	10,149.54	10,172.14	-	102,391.68	(1,061.68)	101.0%
400127 P-ROLL BEN/OPEB	20,956	32,127	2,574.30	1,780.24	1,780.24	1,790.53	2,006.08	1,971.98	2,062.22	2,065.78	2,123.31	2,086.22	2,222.10	-	2,222.10	9,664.00	69.9%
400130 P-ROLL BEN/PARS Benefits	-	-	16.20	40.90	26.54	32.24	56.67	56.42	55.00	90.41	70.27	66.79	74.85	-	586.29	(586.29)	100.0%
400149 P-ROLL BEN/PERS-Misc	186,975	186,975	15,124.94	15,956.41	15,956.68	16,272.34	17,962.27	17,660.56	18,464.32	18,495.83	19,004.72	18,676.56	20,335.91	-	193,910.54	(6,935.54)	103.7%
400151 P-ROLL BEN/PERS-Misc (UAL)	234,120	309,894	23,838.12	19,509.60	19,509.60	19,509.60	19,509.60	19,509.60	19,509.60	19,509.60	19,509.60	19,509.60	22,761.20	-	222,185.72	87,708.28	71.7%
TOTAL FRINGE BENEFITS	868,399	981,380	75,010.45	72,153.57	72,097.02	72,529.40	76,085.88	75,783.17	79,658.35	79,900.52	79,627.12	81,085.37	86,854.45	-	850,785.30	130,598.70	86.7%
400201 PROF SVCS/Professional Svcs	263,400	140,753	-	252.57	1,422.57	9,207.60	1,250.15	2,350.15	1,329.97	(5,209.85)	4,477.17	1,606.07	880.15	-	17,566.55	105,458.22	25.1%
400206 PROF SVCS/Legal Serv Cost	275,000	275,000	-	16,666.00	16,666.00	16,666.00	16,666.00	16,666.00	16,666.00	16,666.00	16,666.00	16,666.00	16,666.00	-	33,340.00	166,660.00	72.7%
400220 PROF SVCS/Info Tech Ser	-	2,547	-	-	-	-	-	-	-	-	-	-	-	-	2,547.00	800.00	0.0%
400245 TRAVEL & TRNG/Tuition Rmb/Cer	800	800	-	-	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
400251 DUES & PUB/Memberships & Dues	1,650	1,650	-	-	-	-	-	-	510.00	522.75	-	522.75	-	-	1,555.50	94.50	94.3%
400271 AD & PROMO/Advertising&Promo	800	800	-	-	-	649.00	-	-	-	-	-	-	-	-	649.00	151.00	81.1%
400272 400272 AD & PROMO/Community Ev	-	-	-	-	-	-	-	-	1.00	-	-	-	-	-	1.00	(1.00)	100.0%
400280 ADM EXP/Program Supplies	5,808	5,808	-	491.07	-	1,064.42	491.07	491.07	491.07	491.07	615.02	503.97	-	-	4,638.76	1,169.24	79.9%
TOTAL PROF & ADMIN SERVICES	547,458	427,358	-	17,409.64	18,088.57	27,587.02	18,407.22	19,507.22	18,998.04	12,469.97	21,758.19	19,298.79	17,546.15	51,068.45	191,070.81	185,218.74	56.7%
400231 OFF EXP/Postage & Mailing	-	15,355	206.55	-	4,229.91	111.90	362.32	46.79	181.19	382.99	466.24	3,189.33	-	-	9,177.22	6,177.78	0.0%
400232 OFF EXP/Printing & Binding	15,425	15,425	2,967.65	-	-	1,393.54	-	35.99	-	203.65	-	126.19	431.87	-	5,158.89	10,266.11	33.4%
400233 OFF EXP/Copying & Duplicating	-	-	-	-	-	-	-	-	767.86	-	-	186.58	-	-	954.44	(954.44)	0.0%
400304 RENTAL EXP/Equipment Rental	9,000	9,000	-	186.58	-	373.16	186.58	186.58	795.44	-	186.57	-	102.90	-	3,369.61	1,914.91	58.7%
400321 MISC EXP/Misc Contrib	2,000	2,000	-	-	-	-	-	-	-	-	-	-	-	-	102.90	1,897.10	5.1%
400322 MISC EXP/Misc Exp	2,000	5,000	-	337.43	-	830.82	134.24	159.97	154.32	212.51	-	-	-	-	1,825.29	3,170.71	36.6%
400341 OFF SUPP/Office Supplies	5,000	5,000	-	1,611.89	-	199.62	191.20	238.55	527.47	263.77	321.62	921.98	-	-	4,276.10	723.90	85.5%
TOTAL OTHER OPERATING	33,425	51,780	3,174.20	2,135.90</													

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 17, 2024

Final Decision Date Deadline: June 17, 2024

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 2024, are the compiled late fee waiver requests and associated documentation.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE late fee waiver(s) for June 2024 pursuant to Regulation 425 - Rent Program (Fred Tran/510-620-6537).

AGENDA ITEM NO:

G-7.

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Late Fee Waiver Summary – June 2024 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 2368 Grant Ave., 1810 & 2527 Rheem Ave, 612 20 th St.	William Shie	September 28, 2023	Previously enrolled property was not billed	Full waiver of late fees	\$500.00	\$500.00	None
2 9 Properties Listed	Helen and Steve Shie	September 28, 2023	Previously enrolled property was not billed	Full waiver of late fees	\$1,888.00	\$1,888.00	None
3 1175 26th Street	Auro Bhatt	September 18, 2023	New Owner, did not receive invoice	Full waiver of late fees	\$1,618.00	\$1,618.00	None
4 646 37th Street	Vicki Briesacker	September 27, 2023	Wrong mailing address	Full waiver of late fees	\$365.50	\$365.50	None

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 2368 Grant Avenue, 2527 Rheem Avenue, 1810 Rheem Avenue, and 612 20th Street

Date: June 17, 2024

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 2024:

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)
William Shie	September 28, 2023	Previously enrolled property was not billed	Full waiver of late fees	\$500.00	\$500.00	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 deciding of whether there exists 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 September 28, 2023, (Attachment 1) William Shie, the property owner of 2368 Grant Avenue, 2527 Rheem Avenue, 1810 Rheem Avenue, and 612 20th Street indicated that the properties were enrolled and not billed. He had paid and it appears that the payment may not have been processed. Staff informed them of the outstanding invoice. Payment was made on September 28 for outstanding balances.

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, the owner had not previously submitted a Late Fee Waiver request.

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 the base Residential Rental Housing Fee for the outstanding Fiscal Years was paid on September 28, 2023 when notified of the amount due.

Rent Program staff verified with Contra Costa County records that 2368 Grant Avenue, 2527 Rheem Avenue, 1810 Rheem Avenue, and 612 20th Street are all designated as single-family homes that were built in 1922, 1951, 1941, and 1949, respectively.

The owner demonstrated Good Cause that warrants a waiver of late fees with a timely payment when they receive the invoice and enrollment forms for all properties on December 19, 2018. The fees were paid immediately once informed of the outstanding amount.

Staff Recommendation

William Shie demonstrated good faith efforts to come into compliance by contacting the Rent Program to inquire about the Program, paying the Residential Rental Housing Fees when the invoice was provided, and enrolling with the Program. Considering these factors, staff recommend that a full waiver of late fees in the amount of \$500.00 be granted.

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CITY OF RICHMOND RENT PROGRAM

City of Richmond



Request to Remove Late Fees

Property Owner Name: William Shie

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

- The Property Owner is requesting the removal of all late fees on their account.
- The Property Owner is requesting the removal of partial late fees on their account totaling \$ _____

Check all that apply (required for request to be complete):

- New Owner, did not receive invoice
- Wrong Mailing Address - Please provide correct 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: A paper check was sent for FY 21-22, 22-23 but never cashed. Will pay online going forward.

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.

X Signature of Landlord/Property Manager: William Shie Date: 9, 28, 2023
Printed Name: William Shie

Rent Program Staff Use Only:

The late fee amount on the account is a total of \$ _____

Staff Member Name: _____ Date: / /

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 1233 S. 55th Street, 560 20th Street, 779 34th Street, 451 40th Street, 1535 Garvin Avenue, 2367 Humphrey Avenue, 3815 Solano Avenue, 2737 Wendell Avenue, and 2356 Emeric Avenue

Date: June 17, 2024

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 2024:

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)
Helen and Steve Shie	September 28, 2023	Previously enrolled property was not billed	Full waiver of late fees	\$1,888.00	\$1,888.00	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 deciding of whether there exists 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 September 28, 2023, (Attachment 1) Helen and Steve Shie, the property owners of 1233 S. 55th Street, 560 20th Street, 779 34th Street, 451 40th Street, 1535 Garvin Avenue, 2367 Humphrey Avenue, 3815 Solano Avenue, 2737 Wendell Avenue, and 2356 Emeric Avenue indicated that the properties were enrolled and not billed. They had paid and it appears that their payment may not have been processed. Staff informed them of the outstanding invoice. Payment was made on September 28 for outstanding balances.

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, the owner had not previously submitted a Late Fee Waiver request.

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 the base Residential Rental Housing Fee for the outstanding Fiscal Years was paid on September 28, 2023 when notified of the amount due.

Rent Program staff verified with Contra Costa County records that:

1233 S. 55th Street is a Fourplex built in 1960;
560 20th Street is a Single-Family Home built in 1906;
779 34th Street is a Single-Family Home built in 1942;
451 40th Street is a Single-Family Home built in 1943;
1535 Garvin Avenue is a Single-Family Home built in 1918;
2367 Humphrey Avenue is a Single-Family Home built in 1940;
3815 Solano Avenue is a Single-Family Home built in 1926;
2737 Wendell Avenue is a Single-Family Home built in 1950, and
2356 Emeric Avenue is designated as single-family home built in 1925.

The owner demonstrated Good Cause that warrants a waiver of late fees with a timely payment when they receive the invoice and enrollment forms for all properties on December 18 and 19, 2018. The fees were paid immediately once informed of the outstanding amount.

Staff Recommendation

Helen and Steve Shie demonstrated good faith efforts to come into compliance by contacting the Rent Program to inquire about the Program, paying the Residential Rental Housing Fees when the invoice was provided, and enrolling with the Program. Considering these factors, staff recommend that a full waiver of late fees in the amount of \$1,888.00 be granted.

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CITY OF RICHMOND RENT PROGRAM



Request to Remove Late Fees

Property Owner Name: Helen & Steve Shie

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

- The Property Owner is requesting the removal of all late fees on their account.
- The Property Owner is requesting the removal of partial late fees on their account totaling \$ _____

Check all that apply (required for request to be complete):

- New Owner, did not receive invoice
- Wrong Mailing Address - Please provide correct 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: A physical check was mailed but not cashed for FY21-22 see attached. No statement was received 22-23.

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: Helen Shie

Date: 9/28/2023

Printed Name: Helen Shie

Rent Program Staff Use Only:

The late fee amount on the account is a total of \$ _____

Staff Member Name: _____ Date: _____

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To: Members of the Richmond Rent Board
 From: Fred Tran, Deputy Director
 Re: Late Fee Waiver Recommendation – 1175 26th Street
 Date: June 17, 2024

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 2024:

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)
Auro Bhatt	September 18, 2023	New Owner, did not receive invoice	Full waiver of late fees	\$1,618.00	\$1,618.00	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 deciding of whether there exists 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 September 18, 2023, (Attachment 1) Auro Bhatt, the property owner of 1175 26th Street indicated that he is the new owner of the property and did not

receive invoice. Staff informed them of the outstanding invoice. Payment was made on October 5, 2023 for the outstanding balance.

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, the owner had not previously submitted a Late Fee Waiver request.

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 the base Residential Rental Housing Fee for the outstanding Fiscal Years was paid on October 5, 2023 when notified of the amount due.

Rent Program staff verified with Contra Costa County records that 1175 26th Street are all designated as a multi-family residence that was built in 1962.

The owner demonstrated Good Cause that warrants a waiver of late fees with a timely payment when they receive the invoice and enrollment forms for all properties in October 2021. The fees were paid immediately once informed of the outstanding amount.

Staff Recommendation

Auro Bhatt demonstrated good faith efforts to come into compliance by contacting the Rent Program to inquire about the Program, paying the Residential Rental Housing Fees when the invoice was provided, and enrolling with the Program. Considering these factors, staff recommend that a full waiver of late fees in the amount of \$1,618.00 be granted.

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CITY OF RICHMOND RENT PROGRAM

Request to Remove Late Fees

Property Owner Name: MR. AURO BHATT

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

- The Property Owner is requesting the removal of all late fees on their account.
- The Property Owner is requesting the removal of partial late fees on their account totaling \$ _____

Check all that apply (required for request to be complete):

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

Declaration & Signature:

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

Signature of Landlord/Property Manager: [Signature] Date: 9/18/2023

Printed Name: MR. AURO BHATT

Rent Program Staff Use Only:

The late fee amount on the account is a total of \$ _____

Staff Member Name: _____ Date: ____/____/____

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To: Members of the Richmond Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – 646 37th Street

Date: June 17, 2024

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 2024:

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)
Vicki Briesacker	September 27, 2023	Wrong mailing address	Full waiver of late fees	\$365.50	\$365.50	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 deciding of whether there exists 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 September 27, 2023, (Attachment 1) Vicki Briesacker, indicated that she is the trustee of the trust of 646 37th Street. Due to the mailing address not being updated, she did not receive an invoice. Staff informed her of the outstanding

invoice and the Program requirements. Payment was made on October 5, 2023 for the outstanding balance.

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, the owner had not previously submitted a Late Fee Waiver request.

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 the base Residential Rental Housing Fee for the outstanding Fiscal Years was paid on October 5, 2023 when notified of the amount due.

Rent Program staff verified with Contra Costa County records that 646 37th Street are all designated as a single-family residence that was built in 1956.

The owner demonstrated Good Cause that warrants a waiver of late fees with a timely payment when they receive the invoice and updated the enrollment form for the property in October 2023. The fees were paid immediately once informed of the outstanding amount.

Staff Recommendation

Vicki Briesacker demonstrated good faith efforts to come into compliance by contacting the Rent Program to inquire about the Program, paying the Residential Rental Housing Fees when the invoice was provided, and enrolling with the Program. Considering these factors, staff recommend that a full waiver of late fees in the amount of \$365.50 be granted.

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Request to Remove Late Fees

Property Owner Name: Mark Cheley Trust

FRJC #: [REDACTED]

Property Owner Phone Number or Email: [REDACTED]

- The Property Owner is requesting the removal of all late fees on their account.
- The Property Owner is requesting the removal of partial late fees on their account totaling \$ _____

Check all that apply (required for request to be complete):

- New Owner, did not receive invoice
- Wrong Mailing Address - Please provide correct address: [REDACTED]
- 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: Owner passed away and Trustee of Mark Cheley Trust was unaware of program.

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: *Vicki Briesacker* Date: 09 / 27 / 23

Printed Name: Vicki Briesacker

Rent Program Staff Use Only:

The late fee amount on the account is a total of \$ _____

Staff Member Name: _____ Date: ____ / ____ / ____

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 17, 2024

Final Decision Date Deadline: June 17,2024

STATEMENT OF THE ISSUE: Since February 2018, The Eviction Defense Center has had the full-time equivalent of one attorney and one part-time paralegal dedicated to Richmond eviction cases. The current contract expires on June 30, 2024. Contract amendments are necessary to extend the term of the contract, add funds for services in Fiscal Year 2024-25 per the budget proposed by the Rent Board on May 31, 2024, and modify the Service Plan to reflect the proposed amendment to the term beginning July 1, 2024.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE an amendment to the contract for community legal services with the Eviction Defense Center, increasing the contract amount by \$200,000 for Fiscal Year 2024-25, to a total not to exceed \$981,2441, and modifying the term to commence on July 1, 2024, through June 30, 2025 – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

G-8.

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AGENDA REPORT

DATE: June 17, 2024

TO: Chair Cantor and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

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

STATEMENT OF THE ISSUE:

Since February 2018, The Eviction Defense Center has had the full-time equivalent of one attorney and one part-time paralegal dedicated to Richmond eviction cases. The current contract expires on June 30, 2024. Contract amendments are necessary to extend the term of the contract, add funds for services in Fiscal Year 2024-25 per the budget proposed by the Rent Board on May 31, 2024, and modify the Service Plan to reflect the proposed amendment to the term beginning July 1, 2024.

RECOMMENDED ACTION:

APPROVE an amendment to the contract for community legal services with the Eviction Defense Center, increasing the contract amount by \$200,000 for Fiscal Year 2024-25, to a total not to exceed \$981,244¹, and modifying the term to commence on July 1, 2024, through June 30, 2025 – Rent Program (Nicolas Traylor 620-6564).

FISCAL IMPACT:

The proposed contract amendments shall be funded by the Fiscal Year 2024-25 Rent Program budget, proposed by the Rent Board on May 31, 2024. The proposed budget allocates \$275,000 for Community Services Agency Contracts, of which \$200,000 is proposed to be used to increase the payment limit for the Board's existing contract with the Eviction Defense Center.

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

DISCUSSION:

Background

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

Performance

Following the amended contract approved by the Rent Board on June 26, 2023, The Eviction Defense Center is compensated \$16,666 monthly to serve a minimum of 30 Richmond tenants per month following a referral from a Rent Program staff member. Tenants receive pre-litigation counseling and a review of documents with appropriate legal response and/or full representation in court at their unlawful detainer hearing.

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

The table below contains a summary of the number of Richmond Tenants served by the Eviction Defense Center during the 2023-24 fiscal year through May 2024. The contract commenced July 1, 2023. Between the contract term July 2023 and June 2024, the Eviction Defense Center served an average of 167 clients per month, 137 more clients than is currently required in the existing contract.

Clients Served by the Eviction Defense Center, Fiscal Year 2023-2024

Month	Total Clients Served (Minimum Per Contact is 30)
July 2023	116 with 45 court appearances
August 2023	161 with 38 court appearances
September 2023	186 with 19 court appearances
October 2023	221 with 24 court appearances
November 2023	167 with 20 court appearances
December 2023	143 with 23 court appearances
January 2024	153 with 24 court appearances
February 2024	157 with 27 court appearances
March 2024	164 with 28 court appearances
April 2024	170 with 30 court appearances
May 2024	200 with 20 court appearances

Proposed Contract Amendments

Staff members are recommending approval of contract amendments to (1) extend the term of the contract with the Eviction Defense Center to June 30, 2025 (with the amended contract commencing on July 1, 2024) and (2) increase the payment limit of the contract by \$200,000 per the Fiscal Year 2024-25 Rent Program budget.

DOCUMENTS ATTACHED:

Attachment 1 – Seventh Contract Amendment and Amendment History

Attachment 2- Fiscal Year 2023-2024 Eviction Defense Center Contract

Attachment 3- Fiscal Year 2023-2024 Summary of Eviction Defense Center Services

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**CITY OF RICHMOND RENT PROGRAM
CONTRACT AMENDMENT**

Department: Rent Program	Project Manager: Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6564
P.R. No: 21800884-00 Vendor No: 13140	P.O./Contract No: 4160
Description of Services: Provide Eviction Defense Services to Richmond Tenants.	
Amendment No. <u>7</u> modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> Term, Payment Limit and Service Plan	<input type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

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

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

Eviction Defense Center

Company Name: _____

Street Address: 350 Frank Ogawa Plaza, Suite 703

City, State, Zip Code: Oakland, CA 94612

Contact Person: Anne Tamiko Omura

Telephone: (510) 452-4541

Email: tamiko23@sbcglobal.net

Business License No: 4005-6623 / Expiration Date: June 30, 2024

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

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

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

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

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

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

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

CITY OF RICHMOND RENT BOARD:

CONTRACTOR:

Eviction Defense Center

By: _____

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

Title: Executive Director

By: _____

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

Title: _____

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

By: _____
Rent Board Clerk

By: _____

Title: _____

Approved as to form:

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

By: _____
Staff Attorney

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

Contract Amendment between the City of Richmond and
Eviction Defense Center

Amendment No.
7

P.O./Contract No.
4160

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

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

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

(Insert original contract commencement date)

and it terminates

June 30, 2025

(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 \$ **200,000.00** . Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. Rent Board's total payments to Contractor under this Contract shall not exceed \$ **981,244.00** including expenses."

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

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

Service plan stays the same; term of the contract will be July 1, 2024-June 30, 2025.

Contract Amendment between the City of Richmond and
Eviction Defense Center

Amendment No. 7 P.O./Contract No. 4160

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

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

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

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

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

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

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

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

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

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on June 15, 2022 for one or more of the following provisions (check those that apply):

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

Contract Amendment between the City of Richmond and
Eviction Defense Center

Amendment No. _____ P.O./Contract No. _____

7

The **sixth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on June 26, 2023 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 200,000.00 for a payment limit not to exceed \$ 781,244.00.
- Term Amendment (insert new termination date): June 30, 2024
- Service Plan

The **seventh** 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 \$ 200,000.00 for a payment limit not to exceed \$ 981,244.00.
- Term Amendment (insert new termination date): June 30, 2025
- Service Plan

The **eighth** 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 **ninth** 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 **tenth** 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

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CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT

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

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

Company Name: The Eviction Defense Center

Street Address: 350 Frank Ogawa Plaza, Suite 703

City, State, Zip Code: Oakland, CA 94612

Contact Person: Anne Tamiko Omura

Telephone: 510-452-4541

Email: tamiko23@sbcglobal.net

Business License No: 4005-6623

Expiration Date: 02/14/2019

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

2. **Term.** The effective date of this Contract is February, 01 2018, and it terminates June 30, 2018, unless terminated as provided herein.
3. **Payment Limit.** City's total payments to Contractor under this Contract shall not exceed \$37,500. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the Rent Board or Executive Director.
4. **Contractor's Obligations.** Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. **City Obligations:** City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

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

RENT PROGRAM

By: _____

Title: Executive Director

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

By: _____

Board Clerk

Approved as to form:

By: _____

Board Legal Counsel

CONTRACTOR:

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

By: _____

Title: EXECUTIVE DIRECTOR + CFO

Date Signed: 3/20/18

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

By: _____

Title: CFO

Date Signed: 3/20/18

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

LIST OF ATTACHMENTS:

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

**EXHIBIT A
SERVICE PLAN**

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

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

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

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

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

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

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

**EXHIBIT B
PAYMENT PROVISIONS**

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

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc.) Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond Finance Department - Accounts Payable

Project Manager: Nicolas Traylor
4. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, Nicolas Traylor, before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

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

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

Nicolas Traylor

City Of Richmond Rent Program

440 Civic Center Plaza, Suite 200

Richmond, CA 94804

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

EXHIBIT D
GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. Indemnification.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

39. Performance and Final Acceptance.

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

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

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

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

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

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**EXHIBIT E
SPECIAL CONDITIONS**

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

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**EXHIBIT F
INSURANCE PROVISIONS**

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

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: _____

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

June 10, 2024

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

re: Eviction Defense Center, legal services contract 2023-2024, brief summary

Dear Mr. Traylor:

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

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

In the current fiscal year, we have provided legal services to the following number of tenants:

	NEW CLIENTS	CONTINUING CLIENTS	TOTAL SERVED
July 2023	63	53	116
August 2023	62	99	161
September 2023	68	118	186
October 2023	113	108	221
November 2023	54	113	167

December 2023	49	94	143
January 2024	64	89	153
February 2024	66	91	157
March 2024	57	107	164
April 2024	66	104	170
May 2024	91	109	200

With one month left in this grant cycle, we have already served **753** unduplicated clients, which is more than **four times** our anticipated number, and more than double the numbers from two years ago.

The increase in the reach of our services is largely in part to the increase in our funding in the last Fiscal Year. This increase enabled us to send attorneys into the community to conduct outreach and provide free legal counseling at libraries and community centers in Richmond. Our attorneys now provide free legal counseling to Richmond tenants (generally in the evenings to accommodate those that cannot miss work) at the Nevin Community Center, Living Hope Neighborhood Church, New Gethsemane Church, Richmond Library West Branch, Richmond Library Bay View, and Richmond Emergency Food Pantry. These community outreach services have greatly enhanced our ability to reach the most vulnerable tenants in Richmond, who might otherwise not seek out legal advice or assistance.

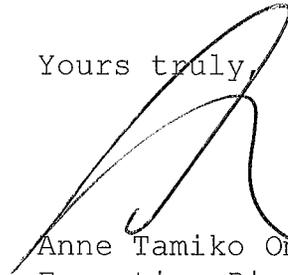
Over **60%** of the clients that we serve are Hispanic. Over **27%** of the clients we serve are African American. This means that over **87%** of the tenants we serve who are facing displacement are African American or Latinx. These numbers are a chilling reminder of the demographics of the communities hardest hit by the housing crisis. Additionally, approximately **30%** of the households we serve have minor children in the home, and over **42%** of the clients we serve are either elderly or disabled.

The EDC prides itself on providing anti-displacement legal services and counseling from the moment the threat of eviction arises through unlawful detainer trial, if necessary. Whenever possible, we try to resolve issues with the landlord in order to avoid litigation. Richmond tenants facing an eviction threat receive an hour consultation with an attorney. This may result in a letter being sent to the landlord or legal advice to the tenant on how to best avoid an eviction. If the issue is not resolved, then the tenant

receives follow up appointments. Tenants with unlawful detainer lawsuits receive a two hour intake and preparation of all legal documents. The tenant then receives follow up appointments to prepare for court. In the current grant cycle we have defended over **119** unlawful detainer cases and made over **275** court appearances. (Each unlawful detainer case requires between 1-4 court appearances.)

In conclusion, we truly appreciate our grant and all the work it has enabled us to do thein Richmond community. Please let me know if you have any questions or require any further information.

Yours truly,

A handwritten signature in black ink, appearing to read 'Anne Tamiko Omura', written over the typed name.

Anne Tamiko Omura, Esq.
Executive Director

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 17, 2024

Final Decision Date Deadline: June 17, 2024

STATEMENT OF THE ISSUE: In November 2020, staff members issued a request for proposals (RFP) for interpretation services to be utilized by Hearings and Public Information Units. On March 1, 2021, in accordance with the City's procurement policies, the Rent Program entered into a contract with Interpreters Unlimited, to provide interpretation services to the agency through June 30, 2022, with a payment limit not to exceed \$3,000. Staff members are requesting Rent Board approval of the fourth amendment to the contract to extend the term through June 30, 2025, and increase the payment limit by \$15,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2024-25.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE an amendment to the contract for interpretation services with Interpreters Unlimited, increasing the contract amount by \$15,000 for Fiscal Year 2024-25, to a total not to exceed \$47,000¹ and modifying the term to commence on July 1, 2024, through June 30, 2025 – Rent Program (Nicolas Traylor).

AGENDA ITEM NO:

G-9.

¹ Amount is the ongoing total from the Original Contract, March 01, 2021. See Attachment 1 for contract payment history.

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AGENDA REPORT

DATE: June 17, 2024

TO: Chair Cantor and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: FOURTH AMENDMENT WITH INTERPRETERS UNLIMITED FOR INTERPRETATION SERVICES

STATEMENT OF THE ISSUE:

In November 2020, staff members issued a request for proposals (RFP) for interpretation services to be utilized by Hearings and Public Information Units. On March 1, 2021, in accordance with the City's procurement policies, the Rent Program entered into a contract with Interpreters Unlimited, to provide interpretation services to the agency through June 30, 2022, with a payment limit not to exceed \$3,000. Staff members are requesting Rent Board approval of the fourth amendment to the contract to extend the term through June 30, 2025, and increase the payment limit by \$15,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2024-25.

RECOMMENDED ACTION:

APPROVE an amendment to the contract for interpretation services with Interpreters Unlimited, increasing the contract amount by \$15,000 for Fiscal Year 2024-25, to a total not to exceed \$47,000¹ and modifying the term to commence on July 1, 2024, through June 30, 2025 – Rent Program (Nicolas Traylor).

FISCAL IMPACT:

The Fiscal Year 2024-25 Rent Program proposed budget, for adoption by the Rent Board on June 17, 2024, allocates \$15,000 for interpretation services to obtain the requested deliverables. Staff members anticipate awarding Interpreters Unlimited as the qualified vendor to provide services in a total contract amount not to exceed \$15,000.

¹ Amount is the ongoing total from the Original Contract, March 01, 2021. See Attachment 1 for contract payment history.

DISCUSSION:

Background

In November 2020, staff members issued a request for proposals (RFP) for interpretation services to be utilized by Hearings and Public Information Units. On February 17, 2021, the Board approved a contract for interpretation services with Interpreters Unlimited with payment limit not to exceed \$3,000 for the term March 1, 2021, through June 30, 2021. Staff members are requesting Rent Board approval of a fourth amendment to the contract to extend the term through June 30, 2025, and increase the payment limit by \$15,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2024-25.

Interpreters Unlimited provides certified, accredited interpreters accessible onsite, telephone or video conference as requested by Rent Board staff, to provide interpretation services for Petition Hearings, Appeal Hearings, Counseling Sessions and Community Workshops, or similar events. The service is necessary for hearings and Staff will continue to explore other interpretation services for additional support at Rent Board Meetings.

Conclusion

Staff members recommend approval of a contract for interpretation services with Interpreters Unlimited, with a payment limit not to exceed \$15,000 for Fiscal Year 2024-25 (July 1, 2024 – June 30, 2025).

DOCUMENTS ATTACHED:

Attachment 1 – Fourth Contract Amendment and Scope of Services

Attachment 2 – Addendum A: Sanctuary City Contracting and Investment Ordinance

Attachment 3 – Original Contract

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

Department: Rent Board	Project Manager: Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6465
P.R. No:	Vendor No: 14914
P.O./Contract No: 5514	
Description of Services: Provide on site, teleconference and video conference interpretation services.	
Amendment No. 4 modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> Term, Payment Limit and Service Plan	<input type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

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

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

Company Name: Interpreters Unlimited

Street Address: 10650 Treena Street, Suite 308

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

Contact Person: Shamus Sayed

Telephone: (858) 866-1130

Email: shamus.sayed@iugroup.com

Business License No: 40061088 / Expiration Date: December 31, 2024

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~~ between City and Contractor which was approved by the ~~Ü^} Ó[eå or ^c^& c^åÁ~~ ~~Á@Ác^& c^ÁÖå^&ç~~ on **February 17, 2021**, which **original** term commenced on **March 1, 2021** and terminates **June 30, 2021** with an **original** contract payment limit of **\$3,000.00**. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

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

**ITEM G-9
ATTACHMENT 1**

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:

By _____

Interpreters Unlimited

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

Title:

By _____

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

Title: _____

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

By _____
Attorney

By: _____

Title: _____

Approved as to form:

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

By _____
Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Interpreters Unlimited

Amendment No.

P.O./Contract No.

4

5514

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

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

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

March 1, 2021

(Insert original contract commencement date)

and it terminates

June 30, 2025

(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 \$ **15,000.00**. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **47,000.00** including expenses."

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

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

N/A

Contract Amendment between the City of Richmond and

Interpreters Unlimited

Amendment No.

P.O./Contract No.

4

5514

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

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

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

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

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

The **third** Contract Amendment was approved by the Rent Board or executed by the Executive Director on June 26, 2023 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 15,000.00 for a payment limit not to exceed \$ 32,000.00.
- 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 \$ 15,000.00 for a payment limit not to exceed \$ 47,000.00.
- Term Amendment (insert new termination date): June 30, 2025
- 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

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.

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- 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

**ITEM G-9
ATTACHMENT 2**

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

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**CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT**

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

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

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

Company Name: **Interpreters Unlimited**

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

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

Contact Person: **Shamus Sayed**

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

Business License No:

Expiration Date:

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

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

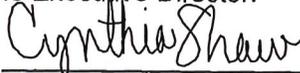
- 6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
- 7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which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

RENT BOARD:

By: 

Executive Director

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

By: 

Board Clerk

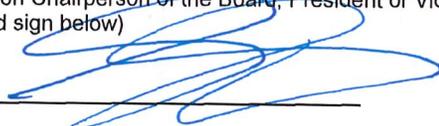
Approved as to form:

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

Board Legal Counsel

CONTRACTOR:

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

By: 

Title: Vice President

Date Signed: 02/26/2021

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

By: 

Title: Secretary

Date Signed: 02/26/2021

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

LIST OF ATTACHMENTS:

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

For the Contract between the City of
Richmond Rent Board and

INTERPRETERS UNLIMITED

**EXHIBIT A
SERVICE PLAN**

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

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

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

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

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

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

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

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

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

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

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

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

Activity No. 3: Interpretation for Petition Hearings

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

Activity No. 4: Interpretation for Appeal Hearings

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

Activity No. 5: Interpretation for Counseling Sessions

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

ITEM G-9
ATTACHMENT 3

For the Contract between the City of
Richmond Rent Board and

INTERPRETERS UNLIMITED

Activity No. 6: Interpretation for Community Workshops

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

For the Contract between the City of
Richmond Rent Board and

INTERPRETERS UNLIMITED

**EXHIBIT B
PAYMENT PROVISIONS**

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

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

ON-SITE INTERPRETATION

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

Terms:

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

SCHEDULED VIDEO OR TELECONFERENCE

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

**ITEM G-9
ATTACHMENT 3**

For the Contract between the City of
Richmond Rent Board and

INTERPRETERS UNLIMITED

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

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

For the Contract between the City of
Richmond Rent Board and

INTERPRETERS UNLIMITED

**EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES**

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

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

Paige Roosa

City of Richmond Rent Program

440 Civic Center Plaza, Suite 200

Richmond, CA 94804

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

Shamus Sayed

Interpreters Unlimited

10650 Treena Street, Suite 308

San Diego, CA 92131

For the Contract between the City of
Richmond Rent Board and

INTERPRETERS UNLIMITED

**EXHIBIT E
SPECIAL CONDITIONS**

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

THIS SECTION NOT APPLICABLE

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ATTACHMENT 3**

For the Contract between the City of
Richmond Rent Board and

INTERPRETERS UNLIMITED

**EXHIBIT F
INSURANCE PROVISIONS**

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

EXHIBIT D
GENERAL CONDITIONS

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

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

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

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

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

**ITEM G-9
ATTACHMENT 3**

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

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

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

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

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

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

Executive Director of the Richmond Rent Program.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

service.

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

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

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

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

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

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

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 17, 2024

Final Decision Date Deadline: June 17, 2024

STATEMENT OF THE ISSUE: During April 2020, the City, acting as the Rent Board, solicited quotes from qualified service providers per 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 fourth amendment to the contract to extend the term through June 30, 2025, and increase the payment limit by \$19,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2024-25.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE an amendment to the contract for translation services with The Spanish Group, LLC increasing the contract amount by \$19,000 for Fiscal Year 2024-25, to a total not to exceed \$48,6001 for the Fiscal Year 2024-25 (July 1, 2024-June 30, 2025) - Rent Program (Nicolas Traylor- 620-6564).

AGENDA ITEM NO:

G-10.

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AGENDA REPORT

DATE: June 17, 2024

TO: Chair Cantor and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

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

STATEMENT OF THE ISSUE:

During April 2020, the City, acting as the Rent Board, solicited quotes from qualified service providers per 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 fourth amendment to the contract to extend the term through June 30, 2025, and increase the payment limit by \$19,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2024-25.

RECOMMENDED ACTION:

APPROVE an amendment to the contract for translation services with The Spanish Group, LLC increasing the contract amount by \$19,000 for Fiscal Year 2024-25, to a total not to exceed \$48,600¹ for the Fiscal Year 2024-25 (July 1, 2024-June 30, 2025) - Rent Program (Nicolas Traylor- 620-6564).

FISCAL IMPACT:

The Fiscal Year 2024-25 Rent Program budget, adopted by the Rent Board on May 31, 2024, allocates \$19,000 for translation services to obtain the requested deliverables. Staff members anticipate awarding The Spanish Group, LLC as the qualified vendor to provide services in a total contract amount not to exceed \$19,000.

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

DISCUSSION:

Background

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

In June 2020, the Executive Director approved a short-form original contract to commence the term through June 30, 2021. Staff members are requesting Board approval of a fourth amendment to the contract to extend the term through June 30, 2025, and increase the payment limit by \$19,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2024-25.

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

DOCUMENTS ATTACHED:

Attachment 1 – Fourth 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. <u>4</u> modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> Term, Payment Limit and Service Plan	<input type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

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

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.

4

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, 2025

(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 \$ **19,000.00** . Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **48,600.00** 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:

Service plan stays the same; term of the contract will be July 1, 2024-June 30, 2025 and increase by \$19,000.00.

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

Amendment No.

P.O./Contract No.

4

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 July 19, 2024 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 \$ 19,000.00 for a payment limit not to exceed \$ 48,600.00.
- Term Amendment (insert new termination date): June 30, 2025
- Service Plan

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

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

RICHMOND RENT BOARD
SHORT FORM CONTRACT

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

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

(Company) The Spanish Group LLC

(Street Address) 1 Park Plaza, Suite 600

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

(Contract Person) Salvador Ordorica

(E-mail) salvador@thespanishgroup.org

(Telephone) (800) 460-1536

(Fax Number) _____

Richmond Business License No. 40060210

Expiration Date: 06/04/2021

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

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

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

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

Irvine, CA 92614-5987

6. **Contractor's Obligations.**

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

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

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

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

RENT BOARD

CITY OF RICHMOND, CA:
a municipal corporation

By:  Signature
Nicolas Traylor

CONTRACTOR:

By:  Signature
Date: June 22, 2020

**ITEM G-10
ATTACHMENT 2**

**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 G-10
ATTACHMENT 2**

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

The Spanish Group LLC

SPECIAL CONDITIONS

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

**ITEM G-10
ATTACHMENT 2**

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

The Spanish Group LLC

INSURANCE PROVISIONS

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

**ITEM G-10
ATTACHMENT 2**

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

The Spanish Group LLC

INSURANCE PROVISIONS

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

**The Spanish Group
Written Translation Services
Agreement**

This Master Translation Services Agreement (this “Agreement”) is made as of May 24th, 2023, by and between The Spanish Group, LLC, a California limited liability company (“Provider”), and The City of Richmond (“Client”) for Rent Board Meetings Project.

Provider is in the business of providing document translation services and Client desires to engage Provider to provide translation services for ongoing translation services. This Agreement will apply to all of Client’s requests to Provider for translation services during the term of this Agreement, except for orders placed by Client through Provider’s website, in which case such orders will be governed by the applicable website Terms and Conditions.

I. Definitions

- A. **“Business Day”** means any day except Saturday, Sunday or any United States federal holiday.
- B. **“Client”** is defined in the preamble.
- C. **“Highly-Formatted Document”** means any document provided by a Client for translation that requires a large amount of formatting as determined by Provider in its reasonable discretion, including, without limitation, birth certificates, marriage certificates, governmental recognitions, academic transcripts, academic diplomas, and other documents that require reproduction of tables, charts, seals or logos.
- D. **“Parties”** means Provider and Client.
- E. **“Provider”** is defined in the preamble.
- F. **“Rate Sheet”** means Provider’s then current standard pricing for translations to or from English as it appears on <https://www.thespanishgroup.org/billing>.
- G. **“Standard Document”** means any document provided by a Client for translation that is not a Highly-Formatted Document”.
- H. **“Work Product”** means the translated documents, certification documents, credential evaluation reports, and any other documents prepared by Provider for Client under this Agreement.

II. Services

- A. Provider will provide translation services as directed by Client and agreed-upon by Provider. When ordering translation services, Client is responsible for providing a legible copy of the document to be translated and clear

instructions, in writing, to Provider regarding Client's request for services, including, without limitation, information regarding the purpose for which the translation will be used. A request for quotation, by itself, will not be deemed a request to perform the translation services. Examples of common specific requirements requested by clients are notarization, currency conversion, apostille, sworn translation by a translator certified by the Spanish Ministry of Foreign Affairs, ATA certification, NACES credential evaluation, or special delivery and packaging instructions. Provider will not accept any request to modify the meaning or content of the original document to be translated.

- B. Upon receipt of an order from Client, Provider will confirm receipt of the order and provide Client with an order confirmation number. An order for translation services cannot be cancelled by Client after the order has been accepted by Provider.
- C. If Client requests a "certified translation", Provider will provide Client with a letterhead certificate certifying that the translation was performed by a competent and experienced translator, which certificate will include Provider's contact information, address, a company seal and signature of an authorized representative of Provider. This form of certificate is accepted by the vast majority of international agencies, federal agencies (including, the U.S. Citizenship and Immigration Services), and courts of law; however, certification requirements vary depending on the purpose of the translation and Provider does not guarantee that this form of certificate will be accepted for all purposes.
- D. If Client is not satisfied with a certified translation prepared by Provider, Client should inform the representative of Provider that is assisting Client as soon as possible. In such case, Client's sole and exclusive remedy will be to request that Provider correct any errors in the translation and/or add addenda to the translation or certificate.

III. Payment Terms

- A. Client may pay Provider for services by wire transfer, credit card, debit card, check, PayPal or any other method as agreed upon by Provider. All fees for service are due and payable within 30 days after delivery of Provider's invoice to Client. All amounts not paid within 60 days of the due date shall bear interest at the rate of 1½% per month or at the highest rate allowed by law, whichever is less, from the date due until paid.

IV. Pricing

- A. Pricing for the translation of Standard Documents to or from English will be based on the per word rate set forth on the Rate Sheet. The per word price for the translation of Standard Documents not involving English will be

determined on a case by case basis by Provider and may be higher than the rate appearing on the Rate Sheet.

- B. Pricing for the translation of Highly-Formatted Documents to or from English will be based on the per page rate set forth on the Rate Sheet. The per page price for the translation of Highly-Formatted Documents not involving English will be determined on a case by case basis by Provider and will be higher than the rate appearing on the Rate Sheet. A document that has text on both sides of the page will be considered a two-page document. Per page pricing is based on a maximum average word count of 275 words per page and standard page sizes such as U.S. Letter (8.5 x 11 inches), A4 (8.27 x 11 Inches), legal (8.5 x 14 inches), or similar sizes. If the average word count per page exceeds 275, Provider reserves the right to charge the standard per word fee as determined by Provider for each word in excess of 275 words times the number of pages. Additional fees may also apply for non-standard paper sizes.
- C. As shown on the Rate Sheet, different per word and per page rates will apply depending on the speed of service requested, whether “Standard Delivery” speed or “Urgent Translation Service”.

V. Delivery Times

- A. Estimated completion dates for Standard Delivery translations are as follows:
1. for Standard Delivery, Provider will use best efforts to deliver the translation within one Business Day plus one Business Day per 3,000 words to be translated after the date the order was placed by the Client; and
 2. for translations over 15,000, Provider will use best efforts to deliver the translation within 2-3 business days after the date the order was placed by the Client.
 3. for Urgent Translation Services, Provider will use best efforts to deliver the translation within one Business Day per 30,000 words to be translated after the date the order was placed by the Client.
- B. Estimated completion dates for Highly-Formatted Document translations are as follows:
1. for Standard Delivery speed, Provider will use best efforts to deliver the translation within one Business Day plus one Business Day per each set of six pages to be translated after the date the order was placed by the Client; and
 2. for Urgent Translation Services, Provider will use best efforts to deliver the translation within one Business Day per each set of 20 pages to be translated after the date the order was placed by the Client.
 3. All delivery times provided by Provider are estimates and not guaranteed delivery times. Any order received by Provider after 5:00 p.m. Pacific

Time/8:00 p.m. Eastern Time on a particular Business Day will be deemed to have been received on the next Business Day.

- D. Additional fees may also apply for special delivery and packaging instructions.

VI. Allocation of Risk

- A. Provider will not be liable for the inadmissibility of any translation prepared under this Agreement for any reason and will not reimburse Client for translations that are inadmissible.
- B. Provider does not guarantee that the original document to be translated is accurate, legitimate, and has not been falsified, and Client bears the entire risk for the accuracy and legitimacy of the original document.
- C. Client will reimburse Provider for all costs and expenses (including, without limitation, travel and meal expenses, costs and expenses associated with responding to subpoenas for production of business records and attorneys' fees) incurred by Provider if Provider is subpoenaed, deposed or otherwise called to testify in any court proceeding, arbitration, mediation or similar proceeding in connection with any Work Product prepared for Client. In addition, Client will pay Provider for all time spent by employees of Provider travelling to, preparing for or participating in such proceedings at a rate of \$500 per hour.
- D. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE WORK PRODUCT AND OTHER SERVICES PROVIDED BY PROVIDER UNDER THIS AGREEMENT ARE PROVIDED "AS IS". PROVIDER DISCLAIMS, AND CLIENT HEREBY EXPRESSLY WAIVES, ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT THAT THE WORK PRODUCT OR SUCH SERVICES WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS.
- E. EXCEPT FOR THE OBLIGATIONS UNDER SECTION VI(C), THE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATING TO ANY WORK PRODUCT DELIVERED BY PROVIDER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PRICE PAID BY CLIENT TO PROVIDER FOR SUCH WORK PRODUCT AND SHALL IN NO EVENT INCLUDE LOSS OF PROFITS, COST OF PROCURING A SUBSTITUTE TRANSLATION OR SERVICES, OR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

VII. Miscellaneous

- A. Code of Conduct. Provider agrees to abide by Client's Supplier Code of Conduct, (<https://bonduelleamericas.com/supplier-code-of-conduct/>). All references to "Supplier" are to Provider.
- B. Anti-Corruption Commitments. While this Agreement is in effect, Provider promises to engage in ethical business practices and to fight against corruption, including but not limited to: to prevent potential acts of corruption, to uphold the business integrity of its stakeholders, and to take measures, such as the adoption of policies, internal procedures and training, to mitigate risks or to prevent the aforementioned offenses. Provider shall respect the principles of the 10 Global Compact Commitments and the Ethics Charter of BONDUELLE Group (of which Client is part) which can be consulted at the following address: https://www.bonduelle.com/fileadmin/user_upload/ESPACE_EXPERT/16-17/ethics-charter-bonduelle-group.pdf
- C. Provider may terminate this Agreement at any time; provided however, the terms of this Agreement will continue to apply to all Work Product delivered under this Agreement prior to the date of termination and to any translation services that are in process at the time of termination.
- D. This Agreement and any controversy, dispute or claim arising out of or relating to this Agreement, as well as interpretation of the performance of the Parties, shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The exclusive venue for any dispute relating to this Agreement will be in Orange County, California.
- E. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable provision(s) will be revised to make them legal and enforceable. The remainder of this Agreement will otherwise remain in full force and effect and enforceable in accordance with its terms.
- F. This Agreement contains the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes any and all prior or contemporaneous written or oral negotiations and Agreements between the Parties regarding the subject matter hereof. No terms and conditions of any purchase order or invoice of Client used in connection with the purchase of Work Product will, even if expressly so stating, be deemed to override this Agreement. This Agreement will not be modified or amended except in writing signed by both Parties and specifically referring to this Agreement.
- G. No waiver by either Party of any default will be deemed as a waiver of any prior or subsequent default of the same, or of other, provisions of this Agreement.

- H. This Agreement and the rights, duties and obligations of the Parties may not be assigned or encumbered by any Party without the prior written consent of the other Party. This Agreement will inure to the benefit of, and be binding upon, the respective heirs, executors, administrators, legal representatives, and permitted successors and assigns of each Party.
- I. It is the explicit intention of the Parties that no person or entity other than the Parties is or will be entitled to bring any action to enforce any provision of this Agreement against any of the Parties, and the covenants, undertakings and agreements set forth in this Agreement are solely for the benefit of, and shall be enforceable only by, the Parties.

- J. The Parties are independent contractors with respect to each other, and neither Party is the agent, employee, joint ventures or partner of the other.
- K. The parties agree that, to the extent required by Legal Requirements, the services provided under this Agreement will comply in all material respects with all federal and state-mandated regulations, rules, or orders applicable to the services provided herein, including but not limited to regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act (Public Law 104-91) (“HIPAA”).

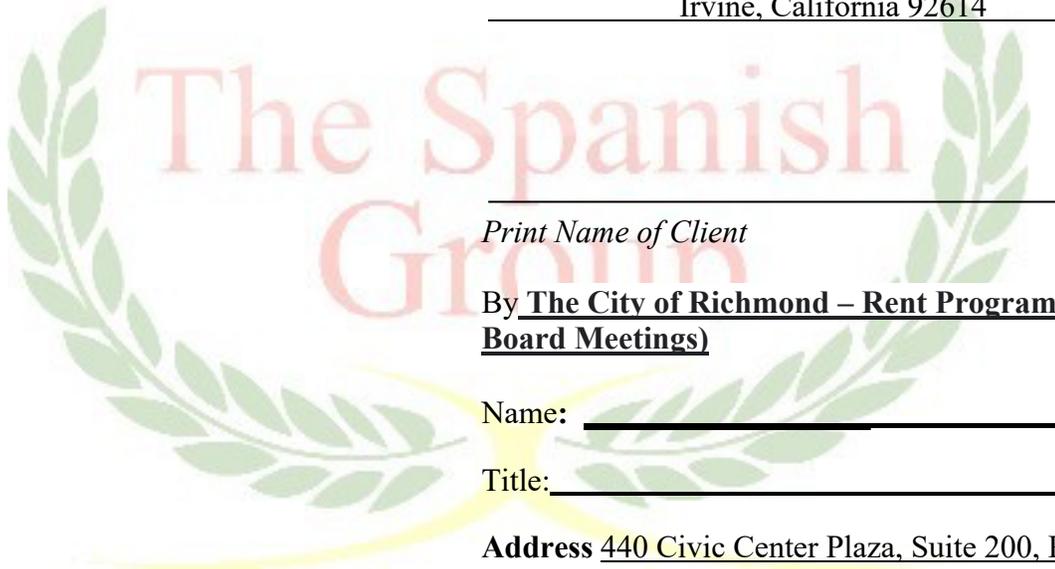
The Parties have executed this Master Translation Services Agreement as of the date first written above.

The Spanish Group, LLC



Salvador Ordorica,
Operations Manager

Address: 1 Park Plaza, Suite 600
Irvine, California 92614



Print Name of Client
By **The City of Richmond – Rent Program (Rent Board Meetings)**
Name: _____
Title: _____
Address 440 Civic Center Plaza, Suite 200, Richmond,
CA 94804

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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

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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

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 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

EXHIBIT B
PAYMENT PROVISIONS

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

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

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

EXHIBIT C
AUTHORIZED REPRESENTATIVES AND NOTICES

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

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

Nicolas Traylor

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

Richmond, CA 94804

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

EXHIBIT D
GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT F
INSURANCE PROVISIONS**

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

<p>City of Richmond - Insurance Requirements: Professional Services Contractors</p>
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In all instances where CONTRACTOR or its representatives will provide professional services to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

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

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

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

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

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

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

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

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

Subcontractors

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

Verification of Coverage

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

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

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

Continuous Coverage

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

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

Consistent with Public Policy

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

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

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

PRODUCER	<p style="text-align: center;">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 style="text-align: center;">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 style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;"></td> <td style="width: 20%; text-align: center;">WC STATU-TORY LIMITS</td> <td style="width: 20%; text-align: center;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: center;">\$</td> <td></td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: center;">\$</td> <td></td> </tr> </table>		WC STATU-TORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$		E.L. DISEASE - EA EMPLOYEE	\$		E.L. DISEASE - POLICY LIMIT	\$	
	WC STATU-TORY 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:	<p style="text-align: center;">CANCELLATION</p> <p>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.</p> <p style="text-align: center;">AUTHORIZED REPRESENTATIVE</p>
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**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 – Workers' Compensation**

Reproduction of State Compensation
Insurance Fund Form

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 807, SAN FRANCISCO, CALIFORNIA 94101

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

POLICY NUMBER:
CERTIFICATE EXPIRES:

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days' written notice to the employer.

We will give you 30 days' advance notice should this policy be canceled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. 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.

PRESIDENT

(Note: following text is typewritten addition to printed form)

THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST (ENTITY) _____, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: _____

ENDORSEMENT #2065 ENTITLED 30 DAY CANCELLATION NOTICE EFFECTIVE IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

LIABILITY OF THE STATE COMPENSATION INSURANCE FUND IS LIMITED TO _____ FOR ALL DAMAGES FOR ONE OR MORE CLAIMS RESULTING FROM EACH ACCIDENT OF OCCURRENCE ARISING OUT OF ANY ONE EVENT.

EMPLOYER

**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.

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

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 17, 2024

Final Decision Date Deadline: June 17, 2024

STATEMENT OF THE ISSUE: Section 11.100.070(b) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance provides no later than June 30 of each year, the Board shall announce the percentage by which Rent for eligible Rental Units will be generally adjusted effective September 1 of that year. Adoption of a regulation is necessary to announce the amount of the 2024 Annual General Adjustment applicable to those tenancies that were in effect prior to September 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

- 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: ADOPT Regulation 613, establishing the 2024 Annual General Adjustment in the amount of 1.44% for tenancies commencing prior to September 1, 2023 – Rent Program (Nicolas Traylor/Charles Oshinuga 620-6564).

AGENDA ITEM NO:

H-1.

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AGENDA REPORT

DATE: June 17, 2024

TO: Chair Cantor and Members of the Rent Board

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

SUBJECT: REGULATION ANNOUNCING THE 2024 ANNUAL GENERAL ADJUSTMENT

STATEMENT OF THE ISSUE:

Section 11.100.070(b) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance provides no later than June 30 of each year, the Board shall announce the percentage by which Rent for eligible Rental Units will be generally adjusted effective September 1 of that year. Adoption of a regulation is necessary to announce the amount of the 2024 Annual General Adjustment applicable to those tenancies that were in effect prior to September 1, 2023.

RECOMMENDED ACTION:

ADOPT Regulation 613, establishing the 2024 Annual General Adjustment in the amount of 1.44% for tenancies commencing prior to September 1, 2023 – Rent Program (Nicolas Traylor/Charles Oshinuga 620-6564).

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Background

Measure P amended Richmond Municipal Code Section 11.100.070(b)(1), to explain that the Annual General Adjustment is equal to sixty percent (60%) of the percentage increase in the Consumer Price Index (All Urban Consumers, San Francisco-Oakland-San Jose region) as reported by the U.S. Department of Labor, Bureau of Labor

Statistics, or three percent (3.0%), whichever is lower, for the 12-month period ending as of March of the current year,. (Attachment 2).¹

No later than June 30 of each year, the Rent Board must announce the amount of the Annual General Adjustment for the current year. This percentage represents the Annual General Adjustment that may take effect September 1.

Calculation of the Maximum Allowable Rent

As written, Regulation 613 announces the Annual General Adjustment by which the Maximum Allowable Rent may increase for Controlled Rental Units. To reduce the risk of error, staff members utilize the U.S. Department of Labor, Bureau of Labor Statistics' determination of the CPI in a given 12-month period. The chart in Attachment 2 contains the CPI percentage for the last year.

The change in the Consumer Price Index for 2024 is 2.4%. Sixty percent (60%) of 2.4% is 1.44%. Because 1.44% is less than 3.0%, the Annual General Adjustment for 2024 is 1.44%.

Next Steps

Staff members will draft a template rent increase notice for Landlord use based on the new 2023 Annual General Adjustment. These forms will be available on the Rent Program website (www.richmondrent.org), within thirty days (30) upon Rent Board adoption of Regulation 613.

In addition, staff members will send an announcement to community members announcing the 2024 Annual General Adjustment. Additional community engagement and education is anticipated to address questions regarding application of the 2024 AGA in September 2024.

DOCUMENTS ATTACHED:

Attachment 1 – Regulation 613, Establishing the 2024 Annual General Adjustment

Attachment 2 – Bureau of Labor Statistics Consumer Price Index Table – All Urban Consumers

¹ Since the Consumer Price Index is not announced for the San Francisco-Oakland-San Jose region in March, staff established utilization of the amount published in February.

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ATTACHMENT 1

613. Annual General Adjustment Order for 2024

The percentage increase in the CPI from 2022-2023 is 1.44%. Subject to Regulation 601, and any other applicable Regulation and/or provision of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance, the following Annual General Adjustment shall apply:

- A. The 2024 Annual General Adjustment is not to exceed 1.44%.
- B. The Annual General Adjustment granted by this Regulation shall become effective on September 1, 2024, provided that the Landlord is in full compliance with all applicable provisions of the provisions of the Richmond Fair Rent, Just Cause For Eviction and Homeowner Protection Ordinance, outstanding Rent Board and/or Hearing Examiner Orders, and any other applicable Regulation.
- C. Where the Landlord is entitled to the adjustment pursuant to the provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance, and any other applicable Regulation, the Annual General Adjustment granted by this Regulation does not automatically provide for a rent increase. A Landlord may increase Rent by the 2024 Annual General Adjustment for tenancies in effect prior to September 1, 2023, only if the Landlord is in compliance with Regulation 601, and has complied with any existing Rent Board and/or Hearing Examiner Order(s).

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Time Period: Start Year: End Year:

Net Monthly Changes:

1-Month Net Change

3-Month Net Change

Update

Month Net Change

12-Month Net Change

Percent Monthly Changes:

1-Month % Change

3-Month % Change

6-Month % Change

12-Month % Change

All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted



Click and drag in the plot area to zoom in. Hover over chart to view data.
Source: U.S. Bureau of Labor Statistics.



Data extracted on: Jun 13, 2024 (2:21:51 PM)

Consumer Price Index for All Urban Consumers (CPI-U)

Series Title : All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
Series ID : CUURS49BSA0
Seasonality : Not Seasonally Adjusted
Survey Name : [Consumer Price Index for All Urban Consumers \(CPI-U\)](#)
Measure Data Type : All items
Area : San Francisco-Oakland-Hayward, CA
Item : All items

Latest Observation:

April 2024

351.247

Feb 2020 - Apr 2024

Minimum Value: April 2020

298.074

Maximum Value: April 2024

351.247

Data Availability:

1914 - 2024

.CSV

Year	Period	Label	Value	12-Month % Change
2023	M04	2023 Apr	338.496	4.2
2023	M06	2023 Jun	340.056	2.9
2023	M08	2023 Aug	340.094	3.4
2023	M10	2023 Oct	341.219	2.8
2023	M12	2023 Dec	339.915	2.6
2024	M02	2024 Feb	345.151	2.4
2024	M04	2024 Apr	351.247	3.8

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 17, 2024

Final Decision Date Deadline: June 17, 2024

STATEMENT OF THE ISSUE: On February 17, 2021, the Richmond Rent Board adopted a revised reserve policy directing staff to replenish the reserve balance to 18 percent (18%) of current year budgeted operating expenditures to reflect the minimum requirement. The reserve policy mandates staff members provide an annual update of the reserve balance levels.

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: RECEIVE a Staff report on the reserve requirement of a minimum of eighteen percent (18%) of current year budgeted expenditures for the Operating and Stability Reserve and the maximum remaining for the Catastrophic Legal Event Reserve and Catastrophic Reserve as described in the Reserve Policy – Rent Program (Nicolas Traylor/Fred Tran 620-6564).

AGENDA ITEM NO:

I-1.

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AGENDA REPORT

DATE: June 17, 2024

TO: Chair Cantor and Members of the Rent Board

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

SUBJECT: RICHMOND RENT BOARD RESERVE POLICY

STATEMENT OF THE ISSUE:

On February 17, 2021, the Richmond Rent Board adopted a revised reserve policy directing staff to replenish the reserve balance to 18 percent (18%) of current year budgeted operating expenditures to reflect the minimum requirement. The reserve policy mandates staff members provide an annual update of the reserve balance levels.

RECOMMENDED ACTION:

RECEIVE a Staff report on the reserve requirement of a minimum of eighteen percent (18%) of current year budgeted expenditures for the Operating and Stability Reserve and the maximum remaining for the Catastrophic Legal Event Reserve and Catastrophic Reserve as described in the Reserve Policy – Rent Program (Nicolas Traylor/Fred Tran 620-6564).

FISCAL IMPACT:

There is no fiscal impact for this item.

DISCUSSION:

Background

Section 11.100.060(m) of the Rent Ordinance ensures the integrity and autonomy of the Rent Board by mandating that the Rent Board “be an integral part of the government of the City [of Richmond],” and “shall exercise its powers and duties under [Chapter 11.100] independent from the City Council, City Manager, and City Attorney, except by request of the [Rent] Board.” The Rent Ordinance further vests the Rent Board with the sole power to oversee and adopt its own budget, while establishing that “the City Council and the City Manager shall have no authority to oversee, supervise, or approve this budget.” The Rent Program budget is comprised only of reasonable and necessary expenses to achieve the purpose of the Rent Ordinance and is currently funded in whole by annual registration fees charged to all Landlords in an amount deemed reasonable by the Rent Board and approved by the City Council.

In December 2019, the Rent Board directed Rent Program staff members to negotiate and execute a contract with a financial consultant to, among other tasks, provide recommendations regarding financial and budgetary “best practices” to be utilized by the Rent Board and Rent Program staff members, specifically as it relates to the preparation of an annual budget and fee study for approval by the Rent Board. In April 2020, in consideration of the recommendations and best practices presented by Kevin W. Harper CPA & Associates, the Rent Board directed staff to develop a financial reserve policy.

At a City Council meeting in the Spring of 2020, amid the Covid-19 Pandemic, and in affirmation of the Rent Board’s independence, the City of Richmond City Council successfully voted to not provide the City of Richmond Rent Board with any financial relief if the Rent Board were to fall into a fiscal deficit. Having no financial safety net from the City of Richmond and being an independent agency, which necessitates an ability to self-determine through financial independence, it is fiscally prudent and consistent with the mandate of the Rent Ordinance for the Rent Board to maintain reserves in an amount necessary to overcome any shortfalls in its ability to cover its annual expenses.

At their meeting on January 20, 2021, Rent Board members received a proposed operating reserve policy and directed staff to revise the policy to reflect a minimum reserve balance of 18 percent (18%) of current year budgeted operating expenditures, not to exceed twenty-five percent (25%). The revised policy was approved at the February 17, 2021, Rent Board meeting.

The Rent Board provides services that regulate those landlord tenant matters that reasonably relate to rents and evictions. These services have an impact on quality of life for community members as they touch upon the health, stability, and affordability of housing within the community. Prudent use of resources helps determine how effectively these services are provided on an ongoing basis. Reserve funds help ensure that the Board sets aside adequate resources to mitigate the potential negative economic impacts of unforeseen circumstances and emergencies. The reserve policy establishes the amount that the Rent Board will strive to maintain in its Special Revenue Operating Fund Reserves, how the Reserves will be funded, and the conditions under which Reserves may be used.

Updated City Cost Pool / Fringe Benefits Transfer

At the May 15, 2024 Regular Rent Board Meeting, Andrea Miller, CPFO, Director of Finance, stated Cost Pool charges will be offset with a transfer (Subsidy) for the current fiscal year 2023-24 and next fiscal year 2024-25. The Rent Program will not be expending any funds to recover the Cost Pool charges, one hundred percent (100%) of the transfer will be City funded. She stressed that it will be pending City Council approval. The Subsidy will not be required to be paid back as a loan with any interest bearing, it will be considered a transfer from the City to the Rent Program to offset those Cost Pool charges.

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The City had originally budgeted an amount of \$150,000 for a transfer to the Rent Program for Cost Pool-General Liability Insurance. At the May 28, 2024 City Council Meeting, Item P.2.a Resolution No. 46-24 (Attachment 3) was adopted to appropriate an additional \$288,726 from the General Fund for Workers' Compensation Insurance, Civic Center Rent, and Cost Pool Administrative Charges for fiscal year 2023-24 totaling \$438,726. As of June 13, 2024 there has not been a transfer completed to the Rent Program from the City, the Rent Program staff has contacted Finance to confirm the transaction. Finance is expected to transfer \$288,726 in June, Period 12 of FY2023-24.

Reserve Policy

In summary, the reserve policy accomplishes three main objectives:

- 1) Establishes three categories of Reserves and creates a procedure whereby those amounts within the Reserves may be accessed;
- 2) Requires that any amount of the Reserves that are appropriated for spending be replenished; and
- 3) Sets a maximum cap on the total amount of Reserves that can be held at one time and requires that any amount in excess of the Reserve maximum cap be used to reduce future Rental Housing Fees.

The reserve policy requires the Board to maintain a minimum total reserve balance equal to eighteen percent (18%) of the Board's current year budgeted expenditures, not to exceed twenty-five percent (25%).

If the total reserve balance exceeds twenty-five percent (25%) of the current year annual budget or is anticipated to exceed twenty-five percent (25%) of the following year's annual budget, the Executive Director or their Designee shall prioritize the use of the excess funds in reducing any subsequent Residential Rental Housing Fee proposal.

Reserve Funds and Target Balances

The policy indicates that the Rent Board shall maintain a minimum Special Revenue Operating Fund Unrestricted Committed Fund balance of at least eighteen percent (18%) of operating expenditures for budget stability, cash flow, and contingencies such as catastrophic events and unforeseen operating or capital needs. This is based on the risk assessment methodology for setting reserve levels developed by the Government Finance Officers Association of the United States and Canada.

Since the bulk of Rental Housing Fee revenue is collected in the second and third period of the fiscal year (August and September), the reserve policy requires that in a given year where revenues are greater than expenditures, the Rent Board permit a minimum of two months, and maximum of three months, of budgeted expenses to be carried over for the next fiscal year. These funds shall not be considered part of the Rent Board's reserve balance. The table below illustrates how the policy would apply to current year budgeted expenses based on the direction received from the Board.

Table 1. Proposed Reserve at Maximum Target Level

Name	Purpose	Target Level	Target Level (\$) (based on FY 23/24 Budget)
Operating and Stability Reserve	Provide fiscal stability and mitigate loss of service delivery and financial risks associated with unexpected revenue shortfalls during a single fiscal year or during a prolonged recessionary period.	18% of current year budgeted expenditures (Adopted Budget \$3,004,698)	Target: \$540,846 Current balance: \$492,944
Catastrophic Legal Event Reserve	Offset unforeseen legal costs that exceed currently allocated legal fees.	50% of any remaining reserve balances after the Operating and Stability Reserve is sufficiently funded at 18% of current year budgeted expenditures	Min: \$0 Max:\$105,164 Current balance: \$74,489
Catastrophic Reserve	Mitigate costs associated with unforeseen emergencies, such as a disaster or catastrophic event.	50% of any remaining reserve balances after the Operating and Stability Reserve is sufficiently funded at 18% of current year budgeted expenditures	Min: \$0 Max:\$105,164 Current balance: \$74,489

Status of Current Fund Balances

Financial projections suggest that the Rent Program will be able to satisfy the proposed target reserve balances at the end of the current Fiscal Year 2023-24 and maintain a starting balance in Fiscal Year 2024-25 equivalent to at least two months of budgeted operating expenses. The for the current fiscal year includes the transfer from the City in the amount of \$288,726. Table 2 contains a summary of the figures relied upon to reach this conclusion.

Table 2. Actual Revenue and Expenditures as of May 2024

Category	Amount
Current Revenues (FY 2023-24 Actual as of end of May 2024)	\$2,905,170
Current Expenditures (FY 2023-24 Actual as of end of May 2024)	\$2,708,438
Net as of May 31, 2024	\$196,732

RECOMMENDED ACTION:

Staff recommend that the Rent Board receive the report on the reserves and requirements of a minimum of eighteen percent (18%) of current year budgeted expenditures for the Operating and Stability Reserve and the maximum remaining for the Catastrophic Legal Event Reserve and Catastrophic Reserve as described in the Reserve Policy (Attachment 1) and proposed in Table 1.

DOCUMENTS ATTACHED:

Attachment 1 – City of Richmond Rent Board Resolution No. 21-01 Reserve Policy

Attachment 2 – 10-Year Financial Projections A and B

Attachment 3 – City of Richmond Resolution No. 46-24 Approve Proposed Budget Adjustment

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**CITY OF RICHMOND RENT BOARD RESOLUTION NO. 21-01
ADOPTING CITY OF RICHMOND RENT BOARD RESERVE POLICY**

WHEREAS, on November 8, 2016, Richmond Residents passed ballot initiative Measure L, with 65.27% voting Yes, which established Rent control and Just Cause for Eviction within the City limits of Richmond; and

WHEREAS, Measure L encapsulates the edicts of Rent Control and Just Cause for Eviction within a voter-adopted Ordinance, called “The Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance,” and herein referred to as “Rent Ordinance”; and

WHEREAS, Measure L, among other things, created an independent agency and vested within that agency broad powers of administering and executing the provisions of the Rent Ordinance; and

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

WHEREAS, in furtherance of its independence, Measure L vests the Rent Board with the sole power to oversee and adopt its own budget, while establishing that “the City Council and the City Manager shall have no authority to oversee, supervise, or approve this budget”; and

WHEREAS, to finance the budget, which must be comprised of only reasonable and necessary expenses, Measure L provides that the Rent Board shall charge Landlords annual registration fees in an amount deemed reasonable by the Rent Board; and

WHEREAS, in affirmation of the Rent Board’s independence, the City of Richmond City Council, successfully voted to not provide the City of Richmond Rent Board with any financial relief if the Rent Board were to fall into a fiscal deficit; and

WHEREAS, having no financial safety net from the City of Richmond City Council and being an independent agency, which necessitates an ability to self-determine through financial independence, it is fiscally prudent and consistent with the mandate of Measure L for the City of Richmond Rent Board to maintain reserves in an amount necessary to overcome any shortfalls in its ability to cover its annual expenses; and

WHEREAS, consistent with prudence, on December 18, 2019, the City of Richmond Rent Board directed Rent Program staff members to negotiate and execute a contract with a financial consultant to: (1) Develop and present two, five, and 10-year financial projections of both revenues, expenditures, and reserves for the Rent Program agency, specifically as they relate to collection of the Rental Housing Fee; (2) Provide recommendations on how to meet the Rent Program's goal of building 17% operating reserves by the close of the 2020-21 fiscal year, and how best to achieve long-term financial stability in a manner that is consistent with all applicable laws and regulations including but not limited to Section 50076 of the California Government Code; and (3) Provide recommendations regarding financial and budgetary "best practices" to be utilized by the Rent Board and Rent Program staff members, specifically as it relates to the preparation of an annual budget and fee study for approval by the Rent Board; and

WHEREAS, on February 3, 2020, the City of Richmond Rent Board contracted with Kevin W. Harper CPA & Associates to engage his financial services; and

WHEREAS, between the months of February and March 2020, Rent Program staff members worked with Kevin W. Harper CPA & Associates to develop financial and budgetary recommendations and best practices for the City of Richmond Rent Board's consideration; and

WHEREAS, on April 15, 2020, in consideration of the recommendations and best practices presented by Kevin W. Harper CPA & Associates, the City of Richmond Rent Board directed staff to develop a financial reserve policy; and

WHEREAS, it is prudent that the City of Richmond Rent Board adopt a reserve balance policy that adequately reflects both (1) the City of Richmond Rent Board's dependence on the Residential Rental Housing Fee, charged to all Richmond Landlords on an annual basis, and which has proved to be a volatile revenue source given year-to-year fluctuations in the number of applicable Rental Units upon which the Residential Rental Housing Fee may be assessed, and (2) the City of Richmond's inability to financially support the City of Richmond Rent Board during times of crisis and/or financial uncertainty.

NOW, THEREFORE, BE IT RESOLVED THAT:

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

- 1) Establish three categories of Reserves and create a procedure whereby those amounts within the Reserves may be accessed;
- 2) Require that any amount of the Reserves that are appropriated for spending be replenished; and
- 3) Sets a maximum cap on the total amount of Reserves that can be held at one time and require that

ITEM I-1
ATTACHMENT 1

any amount in excess of the Reserve maximum cap be used to reduce future annual registration fees.

ATTACHMENT A:

TITLE: Richmond Rent Board Special Revenue Fund Operating Reserve Policy

The Richmond Rent Board Special Revenue Fund Operating Reserve Policy is to be reviewed by the Rent Board as part of their annual operating budget review and adoption process.

AUTHORITY:

Richmond Municipal Code Section 11.100.060(m) confers on the Rent Board integrity and autonomy, rendering the exercise of its powers and duties independent from the City Council, City Manager, and City Attorney, except by request of the Rent Board. As a consequence of its independence, Richmond Municipal Code 11.100.060(n) establishes that the Rent Board has the sole power to establish its own annual budget for each ensuing fiscal year, and that the City Council and City Manager shall have no authority to oversee, supervise, or approve this budget. This authority necessarily includes the approval of financial policies which establishes and directs the operations of its services provided through the Richmond Rent Program. The Executive Director of the Richmond Rent Program is responsible for carrying out the policy directives of the Rent Board and managing the day-to-day operations of the Richmond Rent Program. This policy shall be administered on behalf of the Richmond Rent Board by the Executive Director of the Richmond Rent Program or their Designee.

PURPOSE:

The Rent Board provides services that have an impact on quality of life for community members. Prudent use of resources helps determine how effectively these services are provided on an ongoing basis. Reserve funds help ensure that the Board sets aside adequate resources to mitigate the potential negative economic impacts of unforeseen circumstances and emergencies.

The Rent Board desires to maintain a prudent level of financial resources to ensure compliance with the Rent Ordinance while guarding its stakeholders against service disruption in the event of unexpected temporary revenue shortfalls or unforeseen one-time expenditures. The Special Revenue Operating Fund Reserves are accumulated and maintained in governmental funds in order to provide stability and flexibility to respond to unexpected adversity and/or opportunities.

This policy establishes the amount that the Rent Board will strive to maintain in its Special Revenue Operating Fund Reserves, how the Reserves will be funded, and the conditions under which Reserves may be used.

BACKGROUND:

Fiscally, the Rent Board operates under a Special Revenue Operating Fund. The Special Revenue Operating Fund is an account for financial resources that are restricted or committed to expenditures for specific purposes other than debt service or capital projects. Because the Rent Board is a Cost-Recovery Agency, State law restricts the use of its funds received through the Residential Rental Housing Fee. The expenditure of Residential Rental Housing Fees is limited to only those services and/or activities that pertain to those landlord/tenant matters that reasonably relate to rents and evictions.

Under ordinary accounting standards, and consistent with the Fiscal Year 2020-21 Reserve Policy of the City of Richmond, there are five separate components of a Fund balance, each of which establishes specific parameters controlling the specific purpose for which amounts may be spent:

1. **Non-Spendable Fund Balance** – Cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to remain intact.
2. **Restricted Fund Balance** – Restricted either externally imposed or imposed by law through constitutional provisions or enabling legislation.
3. **Unrestricted Committed Fund Balance** – Reserved for specific purposes pursuant to constraints imposed by formal action of the Rent Board.
4. **Unrestricted Assigned Fund Balance** – Reserved by the Rent Board or Executive Director for specific purposes, but neither restricted nor committed.
5. **Unrestricted Unassigned Fund Balance** – Residual balance not classified in any of the above categories and has not been restricted, committed, nor assigned to specific purposes.

In the Unrestricted Committed Fund Balance, the Rent Board, as the City of Richmond’s highest level of decision-making authority as it relates to the Rent Board budget, may commit funds for specific purposes pursuant to constraints imposed by formal action taken, such as an ordinance or resolution. These committed amounts cannot be used for any other purpose unless the Rent Board removes or changes the specific use through the same type of formal action taken to establish the commitment. An affirmative vote of three (3) Rent Board members is required to both approve and remove a commitment. Any Commitment of Fund Balance by the Rent Board must be prior to the end of the fiscal year. An example of committed funds is committing an amount of fund balance equal to the expected costs for replacing an existing database, which is demonstrated to be a reasonable and necessary expense, or establishing an operating reserve.

It is recommended that the Rent Board adopt a policy that provides for three reserves within the Rent Board’s Unrestricted Committed Fund Balance: (1) an Operating and Stability Reserve, (2) a Catastrophic Legal Reserve, and (3) a Catastrophic Reserve. Furthermore, because the bulk of Rental Housing Fee revenue is collected in the third and fourth period of the fiscal year (September and October), it is also recommended that the Rent Board include in this policy the requirement that Rent Board monitor its finances with the intent to end each fiscal year with a fund balance equivalent to a minimum of two months, and maximum of three months, of budgeted expenses for the next fiscal year. These funds shall not be considered part of the Rent Board’s reserve balance.

DESCRIPTION AND APPROPRIATE RESERVE BALANCE LEVELS:

The Rent Board shall maintain a minimum Special Revenue Operating Fund Unrestricted Committed Fund balance of at least eighteen percent (18%) of operating expenditures for budget stability, cash flow, and contingencies such as catastrophic events and unforeseen operating or capital needs. This is based on the risk assessment methodology for setting reserve levels developed by the Government Finance Officers Association of the United States and Canada. Following are the three categories of Reserves hereby created and their respective reserve target levels:

- (1) ***Operating and Stability Reserve:*** The Rent Board shall maintain year-end contingency reserve balances in an Operating and Stability Reserve equivalent to a minimum of eighteen percent (18%) of current year budgeted expenditures. The purpose of the Operating and Stability Reserve is to provide fiscal stability and mitigate loss of service delivery and financial risks associated with unexpected revenue shortfalls during a single fiscal year or during a prolonged recessionary period. As the Rent Board experiences net revenue gains in future years, the Operating and Stability Reserve balance must grow back to eighteen percent (18%) of total expenditures to allow the Rent Board to build up its capacity to handle future

short term economic downturns or emergencies without cutting services. A policy based upon a percentage assures that the reserve will remain a prudent cushion as the Rent Board's budget grows over time.

- (2) ***Catastrophic Legal Event Reserve:*** The Rent Board shall maintain a Catastrophic Legal Event Reserve equivalent to fifty percent (50%) of any remaining reserve balances after the Operating and Stability Reserve is sufficiently funded at eighteen percent (18%) of current year budgeted expenses. The purpose of the Catastrophic Legal Event Reserve is to offset unforeseen legal costs that exceed currently allocated legal fees. Should an unforeseen lawsuit be brought against the Rent Board that results in the Rent Board owing fees and costs that exceed those legal expenditures provided for in the annual budget, the Executive Director or their Designee shall have the authority to approve Catastrophic Legal Event Reserve appropriations; however, the Executive Director's or their Designee's approval of use of Catastrophic Legal Event Reserves shall not automatically result in the disbursement of said funds. Subject to the principles of Attorney Client Privilege and the Brown Act, the Executive Director or their Designee's approval must be certified by a majority of the Rent Board Member's at a noticed Board Meeting. The certification shall be accompanied by a budget amendment confirming the nature of the emergency and authorizing the appropriation of reserve funds.
- (3) ***Catastrophic Reserve:*** The Rent Board shall maintain a Catastrophic Reserve equivalent to fifty percent (50%) of any remaining reserve balances after the Operating and Stability Reserve is sufficiently funded at eighteen percent (18%) of current year budgeted expenses. The purpose of the Catastrophic Reserve is to mitigate costs associated with unforeseen emergencies, such as a disaster or catastrophic event. Should unforeseen events occur that require the expenditure of the Rent Board's resources beyond those provided for in the annual budget, the Executive Director or their Designee shall have the authority to approve Catastrophic Reserve appropriations; however, the Executive Director's or their Designee's approval of use of Catastrophic Reserves shall not automatically result in the disbursement of said funds. Rather, the Executive Director or their Designee's approval must be certified by a majority of the Rent Board Member's at a noticed Board Meeting. The certification shall be accompanied by a budget amendment confirming the nature of the emergency and authorizing the appropriation of reserve funds. Should a catastrophic event occur, the required reserve level of fifty percent (50%) of any remaining reserve balances after the Operating and Stability Reserve is sufficiently funded should be adequate to meet the Rent Board's financial needs. For instance, in the event of a natural disaster, the Catastrophic Reserve would provide necessary coverage for basic operating expenses, including costs of relocating of the Richmond Rent Program to another site if the current structure is destroyed and lease costs therein, while still meeting debt service obligations for approximately 90 days. This time frame would enable the Rent Board to seek other available cash alternatives.

COMPLIANCE:

The Rent Board will measure its compliance with this Policy as of June 30 of each year, or as soon as is practical after final year-end account information becomes available. During the course of the year, Rent Program staff members shall deliver to the Rent Board monthly variance reports, so that the Rent Board may closely monitor its revenues and expenditures to ensure Reserves are, or are projected to be, sufficiently funded and used only in accordance with this Policy.

If, based on staff's analysis and forecasting, the target level of Reserves is or is anticipated to be insufficient based upon the target levels established in this Policy, then during the annual budget process, Fund Balance levels shall be provided to the Rent Board as an agenda item for discussion. Should the projected year-end Fund Balance be below the minimum Reserve amount established by this Policy, a plan to replenish the Reserve shall be established based on the requirements outlined in this Policy.

FUNDING OF RESERVES:

Funding of all Reserve targets will generally come from committed funds, excess revenues over expenditures, or one-time revenues.

CONDITIONS FOR USE OF RESERVES:

It is the intent of the Rent Board to limit the use of all Reserves under this Policy to address unanticipated, non-recurring (one-time) needs. Reserves shall not normally be applied to recurring annual operating expenditures. Reserves may, however, be used to allow for the Rent Board to restructure its operations in a deliberate manner (as might be required in an economic downturn), but such use will only take place in the context of an adopted long-term financial plan.

ALLOCATION OF RESERVE FUNDS:

The Rent Board will allocate committed funds, excess revenues over expenditures, or one-time revenue to Reserves by June 30 of each year, or as soon as is practical after final year-end account information becomes available

PERIODIC REVIEW OF RESERVE TARGETS:

Compliance with these sections will be reviewed in conjunction with the annual budget process. At a minimum, during the annual budget process, Rent Program staff members shall review the current and three-year projected Reserves to ensure that they are appropriate given the economic and financial risk factors the Rent Board is subject to.

USE AND REPLENISHMENT OF FUNDS:

The Rent Board's discretionary use of the reserve balances shall be limited by the "Compliance" section of this Policy. Where the Rent Board exercises its direction and appropriates any Reserve Funds consistent with Section (2) of this Policy, the funds shall be replenished in a manner consistent with the following:

- (1) Reserve Funds may be allocated for one-time emergencies (or capital projects deemed appropriate by the Board) only; reserve funds are not to be used for ongoing expenses. Rent Board approval is required before any withdrawals from a reserve fund are initiated.
- (2) In no event shall the total amount of Reserve Funds, as described in Section (2) of this Policy, exceed twenty-five percent (25%) of the annual budget in any current year. Where the total

Reserve Funds either exceed twenty-five percent (25%) of the current year annual budget or are anticipated to exceed twenty-five percent (25%) of the following year's annual budget, the Executive Director or their Designee shall prioritize the use of the excess funds in reducing any subsequent Residential Rental Housing Fee proposal.

- (3) Notwithstanding Section (2), since the majority of Rental Housing Fee revenue is collected in the third and fourth period of the fiscal year (September and October) the Rent Board shall monitor its finances with the intent to end each fiscal year with a fund balance equivalent to a minimum of two months, and maximum of three months, of budgeted expenses for the next fiscal year. These funds shall not be considered part of the Rent Board's reserve balance.

Dated: February 17, 2021

Adopted by the Richmond Rent Board of the City of Richmond by the following vote:

AYES: Boardmembers, Conner, Finlay and Chair Maddock.

NOES: None.

ABSENT: Vice Chair Gerould.

ABSTENTIONS: None.

CYNTHIA SHAW
Cynthia Shaw, Rent Board Clerk

LAUREN MADDOCK
Lauren Maddock, Chair

Approved as to form:

CHARLES OSHINUGA
Charles Oshinuga, Rent Board Legal Counsel

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City of Richmond Rent Program
10-Year Financial Projections

Object #	City Account Description	Historical Actuals					Actual	Projected (Transfer)	
		2018-19	2019-20	2020-21	2021-22	2022-23	2023-24 As of 5/31/24	2023-24 June 2024	2023-24 FY End
	REVENUES								
340445	Fees/Admin Fees (a)	2,189,703	2,681,689	2,764,961	2,332,429	2,553,651	2,806,948	25,000	2,831,948
361701	Int & Invest/Pooled-All Other	367	11,537	6,096	9,894	31,647	71,972	3,000	74,972
364867	Revenue from Collections	133	13,042	24,796	14,366	50,078	26,250	2,000	28,250
	Total Revenues	2,190,203	2,706,268	2,795,854	2,356,688	2,635,376	2,905,170	30,000	2,935,170
	EXPENSES								
	Salaries & Wages								
400001	Salaries & Wages/Executive	530,092	639,594	649,356	676,463	764,496	799,648	80,258	879,906
400002	Salaries & Wages/Mgmt-Local 21	294,152	263,080	183,838	147,008	307,266	363,914	35,949	399,863
400003	Salaries & Wages/Local 1021	128,866	150,317	168,422	152,925	208,948	225,942	29,260	255,202
400006	Salaries & Wages/PT-Temp	49,557	45,905	32,244	35,234	21,447	44,994	5,655	50,649
400031	Overtime/General	4,778	2,094	1,312	1,793	802	454	103	557
400048	Other Pay/Bilingual Pay	6,993	9,064	9,719	7,910	10,713	11,930	939	12,869
400049	Other Pay/Auto Allowance	4,200	4,200	4,200	4,200	4,200	3,850	350	4,200
400050	Other Pay/Medical-In Lieu of	2,700	1,500	-	-	-	15,751	-	15,751
400053/8	Pension Credits / OTHER PAY/Bonuses	-	-	-	34,200	-	2,000	1,527	3,527
400079	Comp Absences/WC-Prof-Mgt-Tec	1,486	5,328	-	-	-	-	-	-
	Subtotal - Salaries & Wages	1,022,823	1,121,084	1,049,091	1,059,732	1,317,872	1,468,482	154,041	1,622,524
	Fringe Benefits								
400103	P-Roll Ben/Medicare Tax-ER Shr	14,937	16,389	15,313	15,435	19,219	21,146	2,217	23,362
400104	P-Roll Ben/PERS Benefits	-	-	-	-	-	-	-	-
400105	P-Roll Ben/Health Insurance Be	146,557	136,575	128,611	168,100	238,838	241,378	24,163	265,540
400106	P-Roll Ben/Dental Insurance	16,652	17,021	17,534	13,509	16,624	15,492	1,619	17,110
400109	P-Roll Ben/Employee Assistance	430	473	422	244	217	205	21	226
400110	P-Roll Ben/Professional Dev-Mg	3,728	5,200	1,500	250	1,500	1,297	2,250	3,547
400111	P-Roll Ben/Vision	2,106	2,095	2,049	1,588	1,985	1,859	194	2,053
400112	P-Roll Ben/Life Insurance	5,557	4,006	3,433	3,336	3,884	3,612	337	3,950
400114	P-Roll Ben/Long Term Disabilit	9,408	10,100	9,259	6,952	6,472	7,272	754	8,026
400116	P-Roll Ben/Unemployment Ins	1,860	5,100	4,960	4,440	6,042	6,346	646	6,992
400117	P-Roll Ben/Personal/Prof Dev	750	1,493	1,500	1,140	2,250	430	-	430
400118	P-Roll Ben/Worker Comp-Injury Appt	-	-	692	-	-	-	-	-
400121	P-Roll Ben/Worker Comp-Clerica	13,806	12,154	14,541	9,042	14,807	10,212	1,338	11,550
400122	P-Roll Ben/Worker Comp-Prof	69,352	60,744	74,891	47,762	72,880	102,392	10,172	112,564
400124	P-Roll Ben/CON-MEDICL EE Share	-	-	-	-	-	-	-	-
400127	P-Roll Ben/OPEB	39,338	43,623	42,145	40,276	34,620	22,463	2,222	24,685
400130	P-Roll Ben/PARS Benefits	642	434	50	398	280	586	75	661
400149	P-Roll Ben/Misc	123,021	140,616	139,314	128,986	162,492	193,911	20,336	214,246
400151	P-Roll Ben/Misc (UAL)	162,985	235,683	271,234	252,844	282,084	222,186	22,761	244,947
	Subtotal Fringe Benefits	611,127	691,706	727,447	694,301	864,195	850,785	89,104	939,890
	Prof & Admin Services								
400201	Prof Svcs/Professional Svcs	32,112	38,241	10,957	10,460	12,649	17,567	5,000	22,567
400206	Prof Svcs/Legal Serv Cost	137,614	193,742	149,994	183,326	164,576	166,660	16,666	183,326
400220	Prof Svcs/Info Tech Services	2,375	-	2,142	2,205	-	-	-	-
400241	Travel & Trng/Meal Allowance	359	-	-	-	-	-	-	-
400242	Travel & Trng/Mileage	1,284	17	-	-	-	-	-	-
400243	Travel & Trng/Conf, Mtng Trng	280	-	-	-	-	-	-	-
400245	Travel & Trng/Tuition Rmb/Cert	800	800	-	-	3,250	1,556	500	2,056
400261	Dues & Pub/Memberships & Dues	824	1,590	1,453	1,437	1,689	649	-	649
400263	Dues & Pub/Subscription	1,500	-	-	-	-	-	-	-
400271	Ad & Promo/Advertising & Promo	1,559	2,106	1,702	3,928	649	1	-	1
400272	Ad & Promo/Advertising & Promo	1,563	1,722	-	-	-	-	-	-
400280	Adm Exp/Program Supplies	5,292	1,600	3,432	1,126	4,374	4,639	700	5,339
	Subtotal Prof & Admin Services	185,563	239,819	169,680	202,481	187,187	191,071	22,866	213,937
	Other Operating								
400231	Off Exp/Postage & Mailing	10,849	5,905	6,528	14,981	5,794	9,177	6,000	15,177
400232	Off Exp/Printing & Binding	12,071	3,295	3,428	735	2,377	5,159	10,000	15,159
400233	Off Exp/Copying & Duplicating	46	-	236	-	-	-	-	-
400304	Rental Exp/Equipment Rental	8,721	4,532	2,488	2,554	3,255	2,869	-	2,869
400321	Misc Exp/Misc Contrib	3,000	-	1,500	1,500	-	-	-	-
400322	Misc Exp/Misc Exp	3,061	2,262	-	173	-	1,932	500	2,432
400338	Recognition & Awards	-	-	-	-	-	-	-	-
400341	Off Supp/Office Supplies	8,721	6,024	1,891	6,457	627	4,276	700	4,976
400344	Off Supp/Computer Supplies	18	783	-	-	6,316	-	-	-
	Subtotal Other Operating	46,486	22,801	16,072	26,400	18,369	23,414	17,200	40,614
400201	Carry forward from FY 2022-23 - System	13,328	-	-	-	-	-	-	-
400401	Utilities/Tel & Telegraph	254	414	551	498	-	-	-	-
400538	Contract Svcs/Other Contract Svcs	-	-	103	150	112	56	-	56
400552	Prov Fr Ins Loss/Ins Gen Liab	8,029	8,765	9,047	8,991	9,163	9,195	-	9,195
400574	Cost Pool/(ISF)-Gen Liab	55,701	75,144	69,513	79,937	83,934	199,599	18,145	217,744
400586	Cost Pool/(CAP)-Admin Charges	51,454	51,454	51,454	52,481	52,481	48,108	4,373	52,481
400591	Cost Pool/(IND)Civic Ctr Alloc	52,420	47,026	50,289	50,286	48,217	55,227	5,021	60,248
400601	Noncap Asst/Comp Hrdware<5K	-	6,526	-	-	-	-	-	-
391994	TRANSFER IN/From Gen Fund	-	-	-	-	-	(137,500)	(301,226)	(438,726)
	TOTAL EXPENSES	2,047,186	2,264,738	2,143,246	2,175,258	2,581,530	2,708,438	9,525	2,717,962
	Net Operating Surplus (Deficit)	143,017	441,530	652,608	181,430	53,846	196,732	20,475	217,207
	Starting Fund Balance	178	125,341	509,296	425,157	584,010	-	-	-
	True up - Projections to Actuals	-	-	-	2,777	(7,278)	-	-	-
	Annual Contribution to Reserves	-	-	500,000	25,354	116,569	-	-	109,251
	RESERVE BALANCE \$	55,339	-	500,000	525,354	641,922	-	-	751,173
	RESERVE BALANCE %	-	-	23%	24%	25%	-	-	25%
	<i>Minimum Necessary Starting Fund Balance</i>				362,543	430,255			452,994

10 Year Projected - Transfer in June 2024						
2024-25	2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
Proposed						
3,299,011	3,421,488	3,550,365	3,689,690	3,835,392	3,987,789	4,147,212
50,000	51,000	52,020	53,060	54,122	55,204	56,308
50,000	50,000	50,000	50,000	50,000	50,000	50,000
3,399,011	3,522,488	3,652,385	3,792,750	3,939,514	4,092,993	4,253,520
984,703	1,033,939	1,085,635	1,139,917	1,196,913	1,256,759	1,319,597
467,164	490,522	515,048	540,801	567,841	596,233	626,044
360,875	378,919	397,865	417,758	438,646	460,578	483,607
47,000	49,350	51,818	54,408	57,129	59,985	62,984
2,500	2,625	2,756	2,894	3,039	3,191	3,350
14,289	15,003	15,753	16,541	17,368	18,236	19,148
4,200	4,200	4,200	4,200	4,200	4,200	4,200
-	-	-	-	-	-	-
19,694	20,679	21,713	28,498	35,907	43,987	52,784
-	-	-	-	-	-	-
1,900,425	1,995,236	2,094,788	2,205,017	2,321,042	2,443,168	2,571,715
26,457	26,986	27,526	28,076	28,638	29,211	29,795
-	-	-	-	-	-	-
326,838	333,375	340,042	346,843	353,780	360,856	368,073
19,418	19,806	20,202	20,607	21,019	21,439	21,868
252	257	262	267	273	278	284
6,750	6,885	7,023	7,163	7,306	7,453	7,602
2,324	2,370	2,418	2,466	2,516	2,566	2,617
4,047	4,128	4,210	4,295	4,381	4,468	4,558
13,025	13,286	13,551	13,822	14,099	14,381	14,668
6,384	6,512	6,642	6,775	6,910	7,048	7,189
3,750	3,825	3,902	3,980	4,059	4,140	4,223
-	-	-	-	-	-	-
-	-	-	-	-	-	-
81,614	83,247	84,912	86,610	88,342	90,109	91,911
-	-	-	-	-	-	-
-	-	-	-	-	-	-
240,175	244,979	249,878	254,876	259,973	265,173	270,476
274,260	279,745	285,340	291,047	296,868	302,805	308,861
1,005,294	1,025,400	1,045,908	1,066,826	1,088,163	1,109,926	1,132,125
90,700	92,514	94,364	96,252	98,177	100,140	102,143
275,000	280,500	286,110	291,832	297,669	303,622	309,695
2,500	2,550	2,601	2,653	2,706	2,760	2,815
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	800	800	800	800	800
2,025	2,066	2,107	2,149	2,192	2,236	2,280
7,500	7,650	7,803	7,959	8,118	8,281	8,446
3,000	3,060	3,121	3,184	3,247	3,312	3,378
-	-	-	-	-	-	-
6,881	7,019	7,159	7,302	7,448	7,597	7,749
387,606	395,358	404,065	412,131	420,357	428,749	437,308
30,000	30,600	31,212	31,836	32,473	33,122	33,785
30,000	30,600	31,212	31,836	32,473	33,122	33,785
-	-	-	-	-	-	-
9,000	9,180	9,364	9,551	9,742	9,937	10,135
-	-	-	-	-	-	-
300	-	-	-	-	-	-
8,000	8,160	8,323	8,490	8,659	8,833	9,009
-	-	-	-	-	-	-
77,300	78,540	80,111	81,713	83,347	85,014	86,715
500	510	520	531	541	552	563
-	-	-	-	-	-	-
9,500	9,690	9,884	10,081	10,283	10,489	10,699
99,980	101,980	104,019	106,100	108,222	110,386	112,594
52,481	53,531	54,601	55,693	56,807	57,943	59,102
56,315	57,441	58,590	59,762	60,957	62,176	63,420
-	-	-	-	-	-	-
(290,391)	(296,198)	(302,122)	(308,165)	(314,328)	(320,614)	(327,027)
3,299,011	3,421,488	3,550,365	3,689,690	3,835,392	3,987,789	4,147,212
100,000	101,000	102,020	103,060	104,122	105,204	106,308
758,023	848,024	939,024	1,029,044	1,117,104	1,206,226	1,296,430
10,000	10,000	12,000	15,000	15,000	15,000	15,000
761,173	771,173	783,173	798,173	813,173	828,173	843,173
23%	23%	22%	22%	21%	21%	20%
549,835	570,248	591,727	614,948	639,232	664,632	691,202

City of Richmond Rent Program
10-Year Financial Projections

Object #	City Account Description	Historical Actuals					Actual	Projected No Transfer	
		2018-19	2019-20	2020-21	2021-22	2022-23	2023-24 As of 5/31/24	2023-24 June 2024	2023-24 FY End
	REVENUES								
340445	Fees/Admin Fees (a)	2,189,703	2,681,689	2,764,961	2,332,429	2,553,651	2,806,948	25,000	2,831,948
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364867	Revenue from Collections	133	13,042	24,796	14,366	50,078	26,250	2,000	28,250
	Total Revenues	2,190,203	2,706,268	2,795,854	2,356,688	2,635,376	2,905,170	30,000	2,935,170
	EXPENSES								
	Salaries & Wages								
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400003	Salaries & Wages/Local 1021	128,866	150,317	168,422	152,925	208,948	225,942	29,260	255,202
400006	Salaries & Wages/PT-Temp	49,557	45,905	32,244	35,234	21,447	44,994	5,655	50,649
400031	Overtime/General	4,778	2,094	1,312	1,793	802	454	103	557
400048	Other Pay/Bilingual Pay	6,993	9,064	9,719	7,910	10,713	11,930	939	12,869
400049	Other Pay/Auto Allowance	4,200	4,200	4,200	4,200	4,200	3,850	350	4,200
400050	Other Pay/Medical-In Lieu of	2,700	1,500	-	-	-	15,751	-	15,751
400053/8	Pension Credits / OTHER PAY/Bonuses	-	-	-	34,200	-	2,000	1,527	3,527
400079	Comp Absences/WC-Prof-Mgt-Tec	1,486	5,328	-	-	-	-	-	-
	Subtotal - Salaries & Wages	1,022,823	1,121,084	1,049,091	1,059,732	1,317,872	1,468,482	154,041	1,622,524
	Fringe Benefits								
400103	P-Roll Ben/Medicare Tax-ER Shr	14,937	16,389	15,313	15,435	19,219	21,146	2,217	23,362
400104	P-Roll Ben/PERS Benefits	-	-	-	-	-	-	-	-
400105	P-Roll Ben/Health Insurance Be	146,557	136,575	128,611	168,100	238,838	241,378	24,163	265,540
400106	P-Roll Ben/Dental Insurance	16,652	17,021	17,534	13,509	16,624	15,492	1,619	17,110
400109	P-Roll Ben/Employee Assistance	430	473	422	244	217	205	21	226
400110	P-Roll Ben/Professional Dev-Mg	3,728	5,200	1,500	250	1,500	1,297	2,250	3,547
400111	P-Roll Ben/Vision	2,106	2,095	2,049	1,588	1,985	1,859	194	2,053
400112	P-Roll Ben/Life Insurance	5,557	4,006	3,433	3,336	3,884	3,612	337	3,950
400114	P-Roll Ben/Long Term Disabilit	9,408	10,100	9,259	6,952	6,472	7,272	754	8,026
400116	P-Roll Ben/Unemployment Ins	1,860	5,100	4,960	4,440	6,042	6,346	646	6,992
400117	P-Roll Ben/Personal/Prof Dev	750	1,493	1,500	1,140	2,250	430	-	430
400118	P-Roll Ben/Worker Comp-Injury Appt	-	-	692	-	-	-	-	-
400121	P-Roll Ben/Worker Comp-Clerica	13,806	12,154	14,541	9,042	14,807	10,212	1,338	11,550
400122	P-Roll Ben/Worker Comp-Prof	69,352	60,744	74,891	47,762	72,880	102,392	10,172	112,564
400124	P-Roll Ben/CON-MEDICL EE Share	-	-	-	-	-	-	-	-
400127	P-Roll Ben/OPEB	39,338	43,623	42,145	40,276	34,620	22,463	2,222	24,685
400130	P-Roll Ben/PARS Benefits	642	434	50	398	280	586	75	661
400149	P-Roll Ben/Misc	123,021	140,616	139,314	128,986	162,492	193,911	20,336	214,246
400151	P-Roll Ben/Misc (UAL)	162,985	235,683	271,234	252,844	282,084	222,186	22,761	244,947
	Subtotal Fringe Benefits	611,127	691,706	727,447	694,301	864,195	850,785	89,104	939,890
	Prof & Admin Services								
400201	Prof Svcs/Professional Svcs	32,112	38,241	10,957	10,460	12,649	17,567	5,000	22,567
400206	Prof Svcs/Legal Serv Cost	137,614	193,742	149,994	183,326	164,576	166,660	16,666	183,326
400220	Prof Svcs/Info Tech Services	2,375	-	2,142	2,205	-	-	-	-
400241	Travel & Trng/Meal Allowance	359	-	-	-	-	-	-	-
400242	Travel & Trng/Mileage	1,284	17	-	-	-	-	-	-
400243	Travel & Trng/Conf, Mtng Trng	280	-	-	-	-	-	-	-
400245	Travel & Trng/Tuition Rmb/Cert	800	800	-	-	3,250	1,556	500	2,056
400261	Dues & Pub/Memberships & Dues	824	1,590	1,453	1,437	1,689	649	-	649
400263	Dues & Pub/Subscription	1,500	-	-	-	-	-	-	-
400271	Ad & Promo/Advertising & Promo	1,559	2,106	1,702	3,928	649	1	-	1
400272	Ad & Promo/Advertising & Promo	1,563	1,722	-	-	-	-	-	-
400280	Adm Exp/Program Supplies	5,292	1,600	3,432	1,126	4,374	4,639	700	5,339
	Subtotal Prof & Admin Services	185,563	239,819	169,680	202,481	187,187	191,071	22,866	213,937
	Other Operating								
400231	Off Exp/Postage & Mailing	10,849	5,905	6,528	14,981	5,794	9,177	6,000	15,177
400232	Off Exp/Printing & Binding	12,071	3,295	3,428	735	2,377	5,159	10,000	15,159
400233	Off Exp/Copying & Duplicating	46	-	236	-	-	-	-	-
400304	Rental Exp/Equipment Rental	8,721	4,532	2,488	2,554	3,255	2,869	-	2,869
400321	Misc Exp/Misc Contrib	3,000	-	1,500	1,500	-	-	-	-
400322	Misc Exp/Misc Exp	3,061	2,262	-	173	-	1,932	500	2,432
400338	Recognition & Awards	-	-	-	-	-	-	-	-
400341	Off Supp/Office Supplies	8,721	6,024	1,891	6,457	627	4,276	700	4,976
400344	Off Supp/Computer Supplies	18	783	-	-	6,316	-	-	-
	Subtotal Other Operating	46,486	22,801	16,072	26,400	18,369	23,414	17,200	40,614
400201	Carry forward from FY 2022-23 - System	13,328	-	-	-	-	-	-	-
400401	Utilities/Tel & Telegraph	254	414	551	498	-	-	-	-
400538	Contract Svcs/Other Contract Svcs	-	-	103	150	112	56	-	56
400552	Prov Fr Ins Loss/Ins Gen Liab	8,029	8,765	9,047	8,991	9,163	9,195	-	9,195
400574	Cost Pool/(ISF)-Gen Liab	55,701	75,144	69,513	79,937	83,934	199,599	18,145	217,744
400586	Cost Pool/(CAP)-Admin Charges	51,454	51,454	51,454	52,481	52,481	48,108	4,373	52,481
400591	Cost Pool/(IND)Civic Ctr Alloc	52,420	47,026	50,289	50,286	48,217	55,227	5,021	60,248
400601	Noncap Asst/Comp Hrdware<5K	-	6,526	-	-	-	-	-	-
391994	TRANSFER IN/From Gen Fund	-	-	-	-	-	(137,500)	(12,500)	(150,000)
	TOTAL EXPENSES	2,047,186	2,264,738	2,143,246	2,175,258	2,581,530	2,708,438	298,251	3,006,688
	Net Operating Surplus (Deficit)	143,017	441,530	652,608	181,430	53,846	196,732	(268,251)	(71,519)
	Starting Fund Balance	178	125,341	509,296	425,157	584,010	-	-	-
	True up - Projections to Actuals	-	-	-	2,777	(7,278)	-	-	-
	Annual Contribution to Reserves	-	-	500,000	25,354	116,569	-	-	28,713
	RESERVE BALANCE \$	55,339	-	500,000	525,354	641,922	-	-	670,636
	RESERVE BALANCE %	-	-	23%	24%	25%	-	-	22%
	<i>Minimum Necessary Starting Fund Balance (b)</i>				362,543	430,255			501,115

10 Year Projected - No Transfer						
<u>2024-25</u>	<u>2025-26</u>	<u>2026-27</u>	<u>2027-28</u>	<u>2028-29</u>	<u>2029-30</u>	<u>2030-31</u>
<i>Proposed</i>						
3,299,011	3,421,488	3,550,365	3,689,690	3,835,392	3,987,789	4,147,212
50,000	51,000	52,020	53,060	54,122	55,204	56,308
50,000	50,000	50,000	50,000	50,000	50,000	50,000
3,399,011	3,522,488	3,652,385	3,792,750	3,939,514	4,092,993	4,253,520
984,703	1,033,939	1,085,635	1,139,917	1,196,913	1,256,759	1,319,597
467,164	490,522	515,048	540,801	567,841	596,233	626,044
360,875	378,919	397,865	417,758	438,646	460,578	483,607
47,000	49,350	51,818	54,408	57,129	59,985	62,984
2,500	2,625	2,756	2,894	3,039	3,191	3,350
14,289	15,003	15,753	16,541	17,368	18,236	19,148
4,200	4,200	4,200	4,200	4,200	4,200	4,200
-	-	-	-	-	-	-
19,694	20,679	21,713	28,498	35,907	43,987	52,784
-	-	-	-	-	-	-
1,900,425	1,995,236	2,094,788	2,205,017	2,321,042	2,443,168	2,571,715
26,457	26,986	27,526	28,076	28,638	29,211	29,795
-	-	-	-	-	-	-
326,838	333,375	340,042	346,843	353,780	360,856	368,073
19,418	19,806	20,202	20,607	21,019	21,439	21,868
252	257	262	267	273	278	284
6,750	6,885	7,023	7,163	7,306	7,453	7,602
2,324	2,370	2,418	2,466	2,516	2,566	2,617
4,047	4,128	4,210	4,295	4,381	4,468	4,558
13,025	13,286	13,551	13,822	14,099	14,381	14,668
6,384	6,512	6,642	6,775	6,910	7,048	7,189
3,750	3,825	3,902	3,980	4,059	4,140	4,223
-	-	-	-	-	-	-
-	-	-	-	-	-	-
81,614	83,247	84,912	86,610	88,342	90,109	91,911
-	-	-	-	-	-	-
-	-	-	-	-	-	-
240,175	244,979	249,878	254,876	259,973	265,173	270,476
274,260	279,745	285,340	291,047	296,868	302,805	308,861
1,005,294	1,025,400	1,045,908	1,066,826	1,088,163	1,109,926	1,132,125
90,700	92,514	94,364	96,252	98,177	100,140	102,143
275,000	280,500	286,110	291,832	297,669	303,622	309,695
2,500	2,550	2,601	2,653	2,706	2,760	2,815
-	-	-	-	-	-	-
-	-	-	-	-	-	-
-	-	800	800	800	800	800
2,025	2,066	2,107	2,149	2,192	2,236	2,280
7,500	7,650	7,803	7,959	8,118	8,281	8,446
3,000	3,060	3,121	3,184	3,247	3,312	3,378
-	-	-	-	-	-	-
6,881	7,019	7,159	7,302	7,448	7,597	7,749
387,606	395,358	404,065	412,131	420,357	428,749	437,308
30,000	30,600	31,212	31,836	32,473	33,122	33,785
30,000	30,600	31,212	31,836	32,473	33,122	33,785
-	-	-	-	-	-	-
9,000	9,180	9,364	9,551	9,742	9,937	10,135
-	-	-	-	-	-	-
300	-	-	-	-	-	-
8,000	8,160	8,323	8,490	8,659	8,833	9,009
-	-	-	-	-	-	-
77,300	78,540	80,111	81,713	83,347	85,014	86,715
500	510	520	531	541	552	563
-	-	-	-	-	-	-
9,500	9,690	9,884	10,081	10,283	10,489	10,699
99,980	101,980	104,019	106,100	108,222	110,386	112,594
52,481	53,531	54,601	55,693	56,807	57,943	59,102
56,315	57,441	58,590	59,762	60,957	62,176	63,420
-	-	-	-	-	-	-
(290,391)	(296,198)	(302,122)	(308,165)	(314,328)	(320,614)	(327,027)
3,299,011	3,421,488	3,550,365	3,689,690	3,835,392	3,987,789	4,147,212
100,000	101,000	102,020	103,060	104,122	105,204	106,308
549,835	639,835	730,835	820,855	908,916	998,037	1,088,241
10,000	10,000	12,000	15,000	15,000	15,000	15,000
680,636	690,636	702,636	717,636	732,636	747,636	762,636
21%	20%	20%	19%	19%	19%	18%
549,835	570,248	591,727	614,948	639,232	664,632	691,202

RESOLUTION NO. 46-24

**RESOLUTION OF THE COUNCIL OF THE CITY OF RICHMOND, CALIFORNIA,
APPROPRIATING THE FISCAL YEAR 2023-24 FOR
QUARTER 3 BUDGET ADJUSTMENTS**

WHEREAS, pursuant to Section 1(b) of Article IV of the Richmond City Charter the City Manager is required to prepare an annual budget for the review and approval by the City Council; and

WHEREAS, the City's budget was originally adopted on June 20, 2023; and

WHEREAS, the City's third quarter budget report is received to monitor budget to actual trends between the time period of July 1, 2023, and March 31, 2024; and

WHEREAS, the City Council has reviewed the proposed budget adjustments in the third quarter budget report; and at a public meeting on May 28, 2024; and

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Richmond, California hereby adopts the resolution to receive the City's third quarter budget report and approve the proposed budget adjustments set forth in Table 1, below:

Table 1: Budget Adjustments

Fund	Item	Amount
General Fund	Transfers Out	\$288,726
	General Fund Total	\$288,726
Rent Control	Transfer In	(\$288,726)
Rent Control	Rent Program Cost Pool Subsidy	\$288,726
	Non-General Fund Total	-

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held May 28, 2024, by the following vote:

AYES: Councilmembers Bana, McLaughlin, Robinson, Willis, Zepeda,
Vice Mayor Jimenez, and Mayor Martinez.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

PAMELA CHRISTIAN
CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

EDUARDO MARTINEZ
Mayor

Approved as to form:

DAVE ALESHIRE
City Attorney

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

I certify that the foregoing is a true copy of **Resolution No. 46-24**, finally passed and adopted by the Council of the City of Richmond at a regular meeting held on May 28, 2024.



Pamela Christian, Clerk of the City of Richmond

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 17, 2024

Final Decision Date Deadline: June 17, 2024

STATEMENT OF THE ISSUE: Section 11.100.060(n) of the Rent Ordinance requires that the Board hold a public hearing and adopt an annual budget for the upcoming fiscal year no later than July 1. The annual budget is funded by the Residential Rental Housing Fee, the amount of which is determined by the City Council following a recommendation from the Rent Board. In consideration of this requirement, staff members have prepared a proposed Fiscal Year 2024-25 Budget and Fee Study and provided the Rent Board with a prior 10-year financial projection for its consideration and comment. The purpose of this item is to adopt the proposed Fiscal Year 2024-25 Rent Program Budget and Fee Study prior to the July 1 deadline and to direct staff to recommend to the City Council approval of a two-tiered fee structure for Fiscal Year 2024-25 of \$239 for Fully Covered Rental Units and \$136 for Partially Covered Rental Units.

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 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>BUDGET</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: (1) ADOPT Revised Fiscal Year 2024-25 Rent Program Budget; (2) RECEIVE and APPROVE Fiscal Year 2024-25 Rental Housing Fee Study; and (3) DIRECT staff to prepare a resolution, consistent with the Rent Board's approved Rental Housing Fee Study and Budget, recommending to the City Council adoption of a two-tier fee structure for Fiscal Year 2024-25 of \$239 for Fully Covered Rental Units and \$136 for Partially Covered Rental Units – Rent Program (Nicolas Traylor/Fred Tran – 620-6564).

AGENDA ITEM NO:

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AGENDA REPORT

DATE: June 17, 2024

TO: Chair Cantor and Members of the Rent Board

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

SUBJECT: PROPOSED FISCAL YEAR 2024-25 BUDGET AND FEE STUDY

STATEMENT OF THE ISSUE:

Section 11.100.060(n) of the Rent Ordinance requires that the Board hold a public hearing and adopt an annual budget for the upcoming fiscal year no later than July 1. The annual budget is funded by the Residential Rental Housing Fee, the amount of which is determined by the City Council following a recommendation from the Rent Board. In consideration of this requirement, staff members have prepared a proposed Fiscal Year 2024-25 Budget and Fee Study and provided the Rent Board with a prior 10-year financial projection for its consideration and comment. The purpose of this item is to adopt the proposed Fiscal Year 2024-25 Rent Program Budget and Fee Study prior to the July 1 deadline and to direct staff to recommend to the City Council approval of a two-tiered fee structure for Fiscal Year 2024-25 of \$239 for Fully Covered Rental Units and \$136 for Partially Covered Rental Units.

RECOMMENDED ACTION:

(1) ADOPT Revised Fiscal Year 2024-25 Rent Program Budget; (2) RECEIVE and APPROVE Fiscal Year 2024-25 Rental Housing Fee Study; and (3) DIRECT staff to prepare a resolution, consistent with the Rent Board's approved Rental Housing Fee Study and Budget, recommending to the City Council adoption of a two-tier fee structure for Fiscal Year 2024-25 of \$239 for Fully Covered Rental Units and \$136 for Partially Covered Rental Units – Rent Program (Nicolas Traylor/Fred Tran – 620-6564).

FISCAL IMPACT:

The proposed budget and Rental Housing Fee study for the 2024-25 Fiscal Year would authorize \$3,299,011 in expenses and \$3,399,011 in revenues. The Rental Housing Fee for the 2024-25 fiscal year is proposed: \$239 for Fully Covered Rental Units and \$136 for Partially Covered Rental Units.

DISCUSSION:

Proposed Fiscal Year 2024-25 Goals

The proposed Fiscal Year 2024-25 Budget has been prepared for the Board's consideration in acknowledgement of the following goals in three broad categories: Program Development, Outreach, and Program Sustainability and Compliance.

PROGRAM DEVELOPMENT:

1. **Continue to invest in staff training and professional development** to ensure staff members are knowledgeable of the requirements of the Rent Ordinance, Rent Board Regulations, and related State and Federal laws. Work closely with newly hired staff and existing staff to increase understanding of the Rent Ordinance and procedures. Provide mediation training for staff in the process of counseling Landlord and Tenants, who regularly mediate complicated Landlord/Tenant disputes related to rents and evictions.
2. **Continue to develop online services** (e.g., filing system for the submission of Property Enrollment and Tenancy Registration forms, online appointment scheduling system, increasing counseling sessions, as well as the filing of rent increase and termination of tenancy notices). Begin implementing a system with the City's land management system to better support the Program and allow online enrollment and registration. Program staff are currently working with the IT and consultants to test the system.
3. **Enhance legal services** for Richmond property owners and Tenants to address rental disputes. Staff are finalizing a contract with a vendor to provide legal assistance to Richmond rental property owners and renters in FY 2024-25.

OUTREACH:

1. **Increase awareness of the Rent Ordinance** by publicizing and distributing the comprehensive Guide to Rent Control in Richmond and continue to develop online outreach services (e.g., fact sheets, webinars, topics such as Just Cause for Eviction, Owner Move-In Evictions, Rent Increases, the Rent Adjustment Petition process, the Ellis Act, and the Relocation Ordinance). Double the number of mass mailings to all Tenants and Landlords from 2-4 mailings. Increase in-person outreach efforts by tabling at various community events and canvassing Richmond public schools.
2. **Expand education efforts** through targeted outreach to specific groups, such as (but not limited to) Tenants and providers of affordable housing, realtors, monolingual Spanish and Spanish speaking households, small property owners, and problem properties (those with code violations). Expanded outreach efforts also include securing a new interpretation service for in-person bilingual (English/Spanish) Rent Board meetings and workshops and connecting with and

educating community stakeholders (non-profits, community groups, businesses, churches, etc.) on the Rent Ordinance and Rent Program services through regular community canvassing.

3. **Develop systems to produce Notices of the Maximum Allowable Rent (MAR)** sent to Landlords and Tenants when Tenancy Registration Forms are submitted, including a database accessible to the public where Landlords and Tenants can research the MAR for a particular rental unit. Build an indicator in the system to notify staff of rent increases beyond MAR.
4. **The Rent Program to conduct a Landlord survey** in fiscal year 2024-25 to receive assessment and feedback from the rental community on the impact of eviction protections, rent stabilization, and associated Rent Program services.

PROGRAM SUSTAINABILITY AND COMPLIANCE:

1. **Provide the highest level of service to the rental community.** To properly administer these services, the Rent Program must continually collect sufficient Residential Rental Housing Fees necessary to support the Program operations.
2. **Improve and focus on sustainability of the agency.** The success of the Program is tied to the ability to retain, develop, and effectively deploy staff resources in the most effective and efficient manner possible. Enhance front desk resources to improve responsiveness and customer service. Conduct collection related outreach to rental property owners not in compliance with the requirement to pay the Residential Rental Housing Fee.
3. **Continue to work collaboratively with other City departments** to improve rental housing inspection options, rent assistance resources and options, enforcement of the Relocation Ordinance, and the collection of the Residential Rental Housing Fee and other City fees (e.g., Business License Tax, Fire Prevention Services Fee, and Rental Inspection Program fee). Work with City of Richmond to neutralize disincentives associated with Cost Pool charges and incentivize collaboration through a Cooperation Agreement.
4. **Continue to develop and refine the Rent Program's database, transitioning from using the City's TRAKiT database,** to a new database designed to work specifically for the needs of the Rent Program. A more effective and efficient database will allow for more accurate billing, enhancing the Program's collection rate, and improving the Program's ability to accurately track lawful rents, Hearing's decisions, eviction trends, etc. The anticipated long-term impact should be a decrease in overall long-term staff costs.

Proposed Fiscal Year 2024-25 Budget Summary

The proposed total expenditures for the 2024-25 fiscal year are presented in the following categories:

Category	Proposed FY 2024-25 Budget
Salaries and Wages	\$1,900,425
Fringe Benefits – (\$1,005,294 minus \$81,614 Workers’ Compensation Transfer In for Cost Pool)	\$923,680
Professional and Administrative Services	\$387,606
Cost Pool (Admin. Charges, Space at 440 Civic Center Plaza, General Liability, Workers’ Comp.) and Operating Transfer In	\$0
Other Operating Expenses	\$77,300
Supplemental Liability Insurance Policy (SLIP)	\$9,500
Utilities	\$500
TOTAL	\$3,299,011

Proposed Fiscal Year 2024-25 Residential Rental Housing Fee Study

Section 11.100.060(l)(1) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (“Rent Ordinance”) provides all Landlords shall pay a Residential Rental Housing Fee to fund the Rent Program budget. The amount of the Residential Rental Housing Fee is annually established by the Richmond Rent Board and approved by the City Council.

Under Section 50076 of the California Government Code, fees charged for any service or regulatory activity must not exceed the reasonable cost of providing the service. Those fees must be approved by the City Council, as the legislative body, in public session. Therefore, a fee study is necessary to ensure that the Residential Rental Housing Fee recommended by the Rent Board and charged to Landlords is commensurate to the level of services provided by the Rent Program.

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

- Personnel costs of staff, fringe benefits, and overtime;
- Risk management and supplemental liability insurance plan (SLIP);
- Charges allocated from City Departments for administrative services by central service departments, indirect costs (i.e., City Council, City

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Manager, City Attorney, City Clerk, Finance, Human Resources, etc.)
The Rent Program Staff is collaborating with the City to execute an agreement for Cost Pool charges;

- Information Technology (IT) costs associated with a property and rent-tracking database and maintenance of computer hardware and software;
- Costs of education and outreach, including the printing and distribution of print materials and hosting of community workshops and seminars;
- Contracts for translation, interpretations, and other professional services;

Updated City Cost Pool / Fringe amounts:

Per Andrea Miller, CPFO, Director of Finance, the Cost Pool charges will be offset with a Subsidy for the current fiscal year 2023-24 and next fiscal year 2024-25. The Rent Program will not be expending any funds to recover the Cost Pool charges, 100% of the transfer will be City funded. She stressed that it will be pending City Council approval. The Subsidy will not be required to be paid back as a loan with any interest bearing, it will be considered a transfer from the City to the Rent Program to offset those Cost Pool charges.

Below is a table that displays all Cost Pool line-item Object # with the net amount to the budget and fees at zero dollars:

Cost Pool Charges - Provided by City		
Object #	City Account Description	FY 24-25 PROPOSED
400122	P-Roll Ben/Workers Comp.-Prof	81,614
400574	Cost Pool/(ISF)-Gen Liability	99,980
400586	Cost Pool/(CAP)-Admin Charges	52,481
400591	Cost Pool/Civic Ctr Allocation	56,315
391994	Oper Xfers In	(290,391)
NET COST POOL - BUDGET BALANCE		\$0

Staff revised the Cost Pool charges provided above for line-item Object #391994 to (\$290,391) which equals all the Cost Pool line-items charges at fiscal year-end to reflect the total transfer provided by the City.

Staff members recommend the Board continue to utilize a tiered-fee approach to the Fiscal Year 2024-25 Rental Housing Fee to ensure the requirements of Section 50076 of the California Government Code are met.

Originally the Rental Housing Fees were established as “flat fees,” applicable to all units regardless of partial or full subject to the Rent Ordinance. This approach was utilized during the first 1.5 years of the Program since the startup tasks and associated benefits of the agency’s costs were reasonably shared among Rental Units regardless of status.

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Staff recommend funding current reserve balance level up to twenty-five percent (25%) of the current year budgeted expenditures. The Reserve Policy requires the Board to maintain a minimum total reserve balance equal to eighteen percent (18%) of the Board's current year budgeted expenditures, not to exceed twenty-five percent (25%). If the total reserve balance exceeds twenty-five percent (25%) of the current year annual budget or is anticipated to exceed twenty-five percent (25%) of the following year's annual budget, the Executive Director or their Designee shall prioritize the use of the excess funds in reducing any subsequent Residential Rental Housing Fee proposal.

Table 1 contains the fees corresponding to the proposed Fiscal Year 2024-25 budget.

Table 1. Fiscal Year 2024-25 Proposed Budget and Rental Housing Fees

		Proposed for FY 2024-25	Change from FY 2023-24 (Decrease)
TOTAL EXPENSES:¹		\$3,299,011	\$294,313 9.8%
Fully Covered Units²	7,857	\$239	\$19 8.6%
Partially Covered Units (<i>including subsidized units</i>)³	10,485	\$136	\$11 8.5%
TOTAL REVENUES⁴:		\$3,399,011	\$324,313 10.5%

¹ Total expenditures do not include a budgeted reserve as in prior years

² Includes suspected Fully Covered rental units

³ Includes suspected Partially Covered rental units

⁴ Fees rounded up to the nearest full dollar

The table below compares the proposed Fiscal Year 2024-25 Rental Housing Fee to prior year fees.

Table 2. Comparison of Proposed Fiscal Year 2024-25 Rental Housing Fee to Prior Year Fees

Fiscal Year	Fully Covered Rental Units	Partially Covered Rental Units
2017-18	\$145	\$145
2018-19	\$207	\$100 or \$50 (Gov. Subsidized) ⁵
2019-20	\$212	\$112
2020-21	\$219	\$124
2021-22	\$219	\$124
2022-23	\$226	\$127
2023-24	\$220	\$125
2024-25 (Proposed)	\$239	\$136

Conclusion and Proposed Actions

The proposed 2024-25 Budget and Fee Study reflects the short and long-term goals of the Rent Program and will allow the agency to recover costs of all budgeted operations without increasing the Rental Housing Fee. Rent Program Staff request the Rent Board to consider adoption of the Fiscal Year 2024-25 Budget and approval of the Fee Study consistent with Sections 11.100.060(n) and (l) of the Rent Ordinance

DOCUMENTS ATTACHED:

Attachment 1 – Proposed Fiscal Year 2024-25 Budget and Rental Housing Fee Study

⁵ Governmentally Subsidized Rental Units are not segregated from partially covered units. The only year in which that occurred was FY 18'-19'. As the same level of services are offered for both types of Rental Units, they are charged the same Fee.

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FY 2024-25 BUDGET and RENTAL HOUSING FEE STUDY

CITY OF RICHMOND RENT PROGRAM

PROPOSED JUNE 17, 2024:



City of Richmond Rent Program
440 Civic Center Plaza, Suite 200
Richmond, CA 94804
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www.richmondrent.org



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I. RENT PROGRAM ORGANIZATION AND GOALS

Mission Statement

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

Proposed Fiscal Year 2024-25 Organizational Chart and Labor Summary

The Richmond Rent Program was established following the adoption of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Rent Ordinance) by a majority of Richmond voters in 2016. In accordance with the Rent Ordinance, an Executive Director appointed by a five-member Rent Board comprised of Richmond residents leads the Rent Program. The following figures illustrate how the proposed staffing plan for the upcoming year compares to prior years. The rationale for this proposed change to the organizational chart is described in further detail below. Figure 1 contains the proposed organizational chart for fiscal year 2024-25, and Figures 2 and 3 provide a summary of full-time equivalents (FTEs) since Fiscal Year 2022-23.

Figure 1. FY 2024-25 Proposed Rent Program Organizational Chart

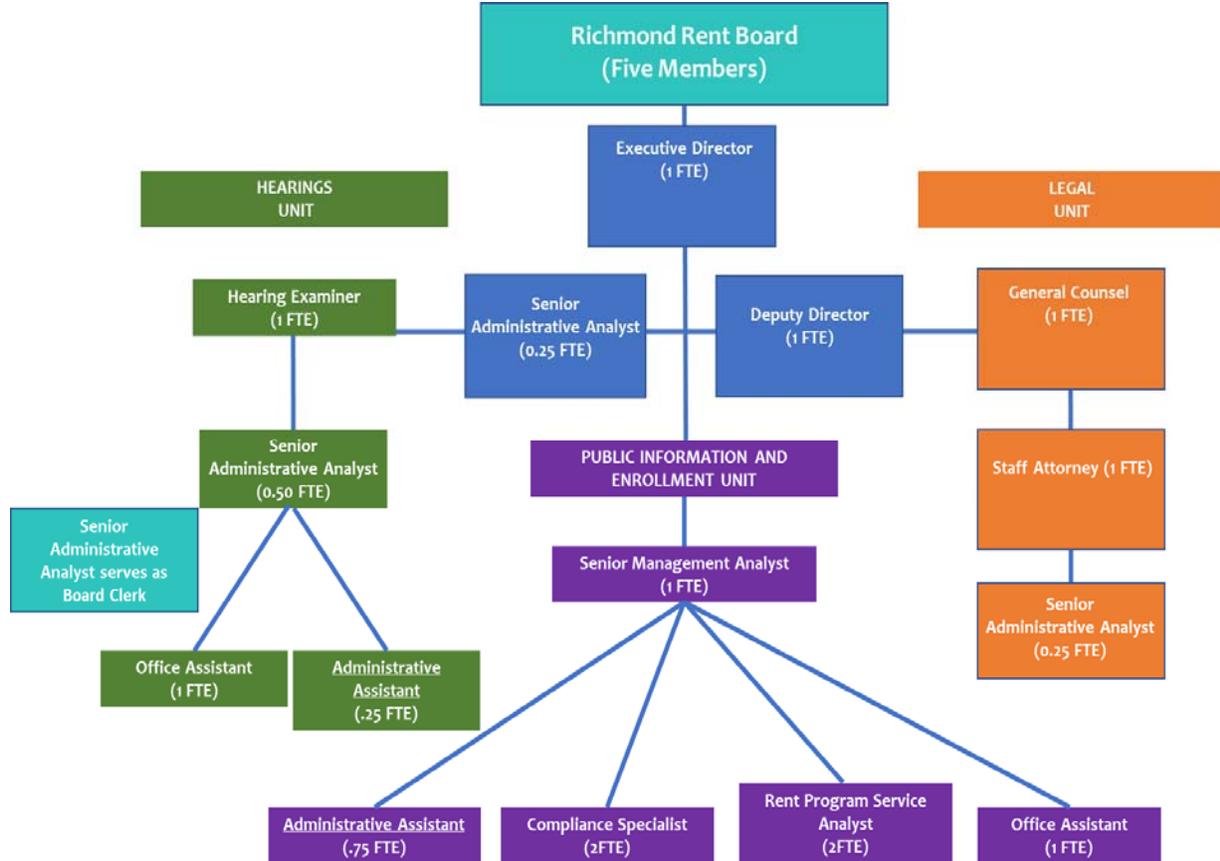


Figure 2. Proposed Fiscal Year 2024-25 Labor Summary

<u>Unit</u>	<u>Authorized Positions 2022/2023</u>	<u>Authorized Positions 2023/2024</u>	<u>Proposed Positions 2024/2025</u>	<u>Amount of Change 23/24 to 24/25</u>
Management	2.25	2.25	2.25	0
Legal	2.25	2.25	2.25	0
Public Information & Enrollment	6.00	7.00	7.00	0
Hearings	1.50	2.50	2.50	0
TOTAL	12	14	14	0

Figure 3. Proposed Fiscal Year 2024-25 Permanent Staff by Classification

<u>Classification</u>	<u>Authorized Positions 2022/2023</u>	<u>Authorized Positions 2023/2024</u>	<u>Proposed Positions 2024/2025</u>	<u>Amount of Change 23/24 to 24/25</u>
Administrative Aide	3	0	0	0
Administrative Assistant	0	1	1	0
Compliance Specialist	0	2	2	0
Deputy Director	1	1	1	0
Executive Director	1	1	1	0
General Counsel	1	1	1	0
Hearing Examiner	1	1	1	0
Office Assistant	0	2	2	0
Rent Program Services Analyst I and II	2	2	2	0
Senior Administrative Analyst	1	1	1	0
Senior Management Analyst	1	1	1	0
Staff Attorney	1	1	1	0
Total	12	14	14	0

Approved Office Assistant in FY 2023-24 to be Reclassified to Administrative Trainee or equivalent in FY 2024-25

In FY 2023-24 per the Rent Board direction in May of 2023, additional support was needed for translation and interpretation services to allow for bilingual Board meetings. Holding bilingual Board meetings required an additional Hearings Unit Staff (1 FTE) to aid with

handling an increased workload for the additional Board requirements. The duties of the Staff would include supporting the Board Clerk with taking minutes, managing public comment at Board meetings, preparing Rent Board related documents for translation, arranging the logistics and set up of the bilingual Board meetings and assisting with the generation of Rent Board Agenda Packets. Additionally, the Staff person would assist the Hearing Coordinator with preparing for Rent Board Hearings, Appeals, documents, and recordings for translation.

After the recruitment process had concluded with no viable candidate identified, it was determined that the role can be reclassified to an Administrative Trainee or an equivalent level. Once the reclassification is approved, the recruitment will begin in the first quarter of FY 2024-25 for hiring in the second quarter.

Class and Compensation Agreement Side Letters to update Memorandum of Understanding (MOU) terms with the Unions

In October 2023, the City of Richmond began the implementation of the salary adjustments based on the Class and Compensation Study developed by Segal Consulting. The Representatives from the Unions and the City reached an agreement per each MOU for the compensation portion of the study with an effective date of November 1, 2023. Implementation was a lengthy and thorough process which required an enormous effort by City staff. The new salary schedule brought compensation ranges up to market. Job Descriptions were updated and modernized. All employees who were impacted by the changes were moved to their new salary ranges and steps. Some classifications were retitled or condensed as required per the Side Letter Agreements.

As the Rent Program staff are unionized City employees, their salaries, job descriptions, and classifications were adjusted per the agreed upon MOUs. The Administrative Aide classification was eliminated by the Class and Compensation Study resulting in two newly created classifications. The three Administrative Aides were transitioned to (one) Administrative Assistant and (two) Compliance Specialists per the ratification.

Bargaining Unit: SEIU Local 1021

The City agreed to adopt a resolution approving the ratified contract amendment between the City and SEIU Local 1021 Full-Time General Employees and Part-Time & Intermittent Bargaining Units. Implementation of the Segal Classification and Compensation Study for SEIU Local 1021 Full-Time General Employees Bargaining Unit included a four percent (4%) base wage increase effective July 1, 2023, for both the Full-Time General and the Part-Time & Intermittent Bargaining Unit staff; and adopted a resolution approving the associated salary schedule for the four percent (4%) base wage increase implemented to be effective on January 1, 2024, and 2025.

Bargaining Unit: IFPTE Local 21 Mid-Management

The City agreed to adopt a resolution approving the ratified contract amendment between the IFPTE Local 21 Mid-Management Bargaining Unit, providing for implementation of the Segal Classification and Compensation Study and a four percent (4%) base wage increase

effective July 1, 2023, and adopted a resolution approving the associated salary schedule for a four percent (4%) base wage increase implemented to be effective on January 1, 2024 and 2025.

Bargaining Unit: IFPTE Local 21 Executive Managers

The City agreed on the Classification and Compensation Study for IFPTE Local 21 Executive Managers Bargaining Unit with the following terms:

- 2024 Cost of Living Adjustment (COLA) increased from 4% to 5% effective January 1, 2024
- 2025 COLA increased from 4% to 5% effective January 1, 2025
- Beginning July 1, 2023, the City will began making contributions 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
- Longevity Pay effective first full pay period in July 2023:
 - 2% at 5 years of service
 - 4.5% at 10 years of service
 - 9% at 20 years of service

Progress Towards the Achievement of Fiscal Year 2023-24 Goals

As part of the Fiscal Year 2024-25 Rent Program budget development process, staff members identified a series of goals that the proposed budget would support. Table 1 provides a status update on the goals established for the 2023-24 fiscal year.

Table 1. Progress towards achievement of Fiscal Year 2023-24 Goals

Fiscal Year 2023-24 Goal	Progress Towards Achievement
Develop a training schedule for Rent Program Services Analysts (but accessible to all staff), to ensure housing counselors remain knowledgeable on the requirements of the Rent Ordinance and apprised of any changes to Rent Board Regulations and related State and Federal laws.	Completed. Rent Program Services Analysts received regular and ongoing support and training from the managing Staff Attorney on the Rent Ordinance and related laws and regulations. Senior staff members provided specific training on new regulations and processes as needed. Rent Program Services Analysts provided weekly informational sessions to support staff in the Public Information Unit to keep them apprised of changes to the law and current topics of relevance. Rent Program Services Analysts also develop outreach materials to communicate updates to the community. Daily and weekly check-ins are conducted to assure Analysts can ask more situationally nuanced questions on the Rent Ordinance and Rent Board Regulations.
Continue to implement the mediation program to provide free formal and informal mediation services to Landlords and Tenants as a means of	Nearly complete, work is ongoing. With mediation guidelines and administrative procedures in place, staff members continue to assess the bandwidth of the Public Information Unit to determine how many mediations may be scheduled

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ATTACHMENT 1**

<p>resolving disputes that have a reasonable nexus to the Rent Ordinance through the assistance of a trained mediator.</p>	<p>per month. New guidelines separate mediation into Informal Dispute Resolution and Formal Mediation. During FY 2023-24 staff conducted The Rent Program is also assessing forms, processes, and procedures around Informal Dispute Resolution and Formal Mediation. Mediation training has been completed by the Hearing Examiner, Staff Attorney, Senior Management Analyst, and the Rent Program Service Analysts.</p>
<p>Continue to develop an online filing system for the submission of Property Enrollment and Tenancy Registration forms, as well as the filing of rent increase and termination of tenancy notices on the City’s e-TRAKiT website.</p>	<p>Progress is ongoing. Online submission of forms and notices has yet to be fully launched; staff members anticipate systems will continue to be developed in the 2024-25 fiscal year. The upgrade to more a modern system for Rent Programs and City-wide has been selected. The Rent Program staff is working with the IT Department and City to test and implement a new system.</p>
<p>Publish and distribute the educational materials, such as the updated Guide to Rent Control and one-page fact sheets on common topics such as Just Cause for Eviction, Owner Move-In evictions, the Ellis Act, the Relocation Ordinance and related laws.</p>	<p>Nearly complete. While distribution of some educational materials, such as the updated Guide to Rent Control, was significantly delayed by the transition to remote work necessitated by the Covid-19 pandemic, several mass mailings are expected to be completed by end of FY 2023-24 or at the beginning of the new fiscal year. A “Know Your Rights” postcard started going out to all Landlords and Tenants in May 2024. At the beginning of the fiscal year, all rent-controlled tenants will receive a postcard announcing the 2024 Annual General Adjustment. The Guide to Rent Control is anticipated to be completed within the first quarter of the new fiscal year and available to the public.</p>
<p>Develop and Execute a Comprehensive Outreach Plan</p>	<p>Progress is ongoing. Staff continue to develop the Comprehensive Outreach Plan with several key activities planned for FY 2024-25; including additional mass mailing projects (a “Know Your Rights post-card, a post-card announcing the “2024 Annual General Adjustment “and a “Just Cause for Eviction post-card”), tabling at over 7 community events, canvassing, and creating more community partnerships with local organizations. Additionally, the Rent Program continues to conduct outreach through social media, the Program’s Listserv, the City Manager’s Weekly Report, and electronic announcements to all schools within Contra Costa County Unified School District. The Outreach Plan includes holding at least 10 Community Educational Workshops.</p>
<p>Launch Tenancy Registration Outreach by beginning to mail out Notices of the Maximum Allowable Rent (MAR) (sent to Landlords and Tenants when Tenancy Registration Forms are submitted) and create a database accessible to Landlords and Tenants.</p>	<p>Progress is ongoing due to City selected vendor for Land Management System. Over three-fourths of all rent-controlled tenancies have been registered to date; however, thousands of forms still need to be entered into a database. The launching of Tenancy Registration Outreach (generating and mailing notices of the Maximum Allowable Rent) was significantly delayed by the process of gaining City approval to establish a new Rent Program database. Staff members have initiated during 2023-24 fiscal year and with the development of the Rent Program’s planned database upgrade. Currently the data is being inputted into the TRAKiT platform and will later be migrated.</p>

<p>Continue to improve collection of the Rental Housing Fee (greater than 90% compliance) through investing in effective compliance and outreach projects to ensure that all Rental Units subject to the Rent Ordinance are assessed the Rental Housing Fee and all Landlords who must pay Rental Housing Fees receive an invoice and are made aware of their financial obligation to the Rent Program.</p>	<p>On Track to Complete and compliance is ongoing. Revenue from fiscal year 2023-24 and previous fiscal years is continuously being collected. The lingering financial impacts of the COVID-19 Pandemic have led to delays paying the Rental Housing Fees. The anticipated collection rate is approximately 93%. Rent Program staff anticipate that the development and utilization of a new database will increase compliance with enrollment, tenancy registration, and payment of the Residential Rental Housing Fee.</p>
<p>Continue to work collaboratively with the City of Richmond to create and implement policy and programs related to rents, evictions, relocation assistance, rental inspections/habitability, code enforcement, and payment of Rent Program and City fees.</p>	<p>Progress is ongoing. In September of 2023, the Rent Program authorized the Rent Program to work with the City of Richmond regarding potential revisions to the City’s Rental Inspection Program. Rent Program leadership has been meeting with the City Manager’s Office and the City Attorney to enhance and incentivize cooperation between the Rent Program and the City of Richmond. Cooperation may include but is not limited to assistance with the administration of existing or proposed City ordinances that align with the purpose of the Rent Ordinance and the regulatory scope of the Rent Program.</p>
<p>Continue to implement the recommendations provided by Kevin Harper CPA and Associates, including monitoring budgeted versus actual expenses and providing quarterly reports to the Rent Board, updating the Board’s 10-year financial projection, and proposing budgetary policies for the Board’s consideration.</p>	<p>Ongoing. Rent Program staff provides a monthly variance report to the Rent Board to compare budgeted revenues and expenditures. Rent Program financing is currently in line with the 10-year financial projection. The Rent Program will work with the City on implementing a new solution to offer Customer Relations Management, a Billing/Invoice component, an Interaction Log, Registration of tenancies, tracking of Maximum Allowable Rents, and Rent Adjustment Petition Management. Over the last several fiscal years, the Rent Program has collected adequate Rental Housing Fees to reach the 25% threshold in reserves, which means budgeting for reserves in fiscal year 2024-25 is not required (0% instead of 18%). Staff completed a year-end projection in May to ensure reserves do not exceed the 25% limit.</p>
<p>Conduct Tenant Survey</p>	<p>Nearly complete. A Tenant Survey to examine the impact of rent stabilization, eviction protections and Rent Program services on Richmond Tenants has been sent out and waiting total responses. To date, 16, 847 postcards have been sent out (8,097 Fully Covered/Rent Controlled and 8,750 Partially Covered/Just Cause only). Total surveys completed and returned have been 308. Result of the Tenant Survey will be presented to the Rent Board in Fiscal Year 2024-25.</p>

Proposed Fiscal Year 2024-25 Goals

The proposed Fiscal Year 2024-25 budget has been prepared for the Board’s consideration in acknowledgement of the following goals in three broad categories: Program Development, Outreach, and Program Sustainability and Compliance.

PROGRAM DEVELOPMENT:

1. **Continue to invest in staff training and professional development** to ensure staff members are knowledgeable of the requirements of the Rent Ordinance, Rent Board Regulations, and related State and Federal laws. Work closely with newly hired staff and existing staff to increase understanding of the Rent Ordinance and procedures. Provide mediation training for staff in the process of counseling Landlord and Tenants, who regularly mediate complicated Landlord/Tenant disputes related to rents and evictions.
2. **Continue to develop online services** (e.g., filing system for the submission of Property Enrollment and Tenancy Registration forms, online appointment scheduling system, increasing counseling sessions, as well as the filing of rent increase and termination of tenancy notices). Begin implementing a system with the City's land management system to better support the Program and allow online enrollment and registration. Program staff are currently working with the IT and consultants to test the system.
3. **Enhance legal services** for Richmond rental property owners and Tenants to address rental disputes. Staff are finalizing a contract with a vendor to provide legal assistance to Richmond rental property owners and renters in FY 2024-25.

OUTREACH:

1. **Increase awareness of the Rent Ordinance** by publicizing and distributing the comprehensive Guide to Rent Control in Richmond and continue to develop online outreach services (e.g., fact sheets, webinars, topics such as Just Cause for Eviction, Owner Move-In Evictions, Rent Increases, the Rent Adjustment Petition process, the Ellis Act, and the Relocation Ordinance). Double the number of mass mailings to all Tenants and Landlords from 2 to 4 mailings. Increase in-person outreach efforts by tabling at various community events and canvassing Richmond public schools.
2. **Expand education efforts** through targeted outreach to specific groups, such as (but not limited to) Tenants and providers of affordable housing, realtors, monolingual Spanish and Spanish speaking households, small property owners, and problem properties (those with code violations). Expanded outreach efforts also include securing a new interpretation service for in-person bilingual (English/Spanish) Rent Board meetings and workshops and connecting with and educating community stakeholders (non-profits, community groups, businesses, churches, etc.) on the Rent Ordinance and Rent Program services through regular community canvassing.
3. **Develop systems to produce Notices of the Maximum Allowable Rent (MAR)** sent to Landlords and Tenants when Tenancy Registration Forms are submitted, including a database accessible to the public where community members can research the MAR for a particular rental unit. Build an indicator in the system to notify staff of rent increases beyond MAR.

4. **The Rent Program to conduct a Landlord survey** in fiscal year 2024-25 to receive assessment and feedback from the rental community on the impact of eviction protections, rent stabilization, and associated Rent Program services.

PROGRAM SUSTAINABILITY AND COMPLIANCE:

1. **Provide the highest level of service to the rental community.** To properly administer these services, the Rent Program must continually collect sufficient Residential Rental Housing Fees necessary to support the Program operations.
2. **Improve and focus on sustainability of the agency.** The success of the Program is tied to the ability to retain, develop, and effectively deploy staff resources in the most effective and efficient manner possible. Enhance front desk resources to improve responsiveness and customer service. Conduct collection related outreach to rental property owners not in compliance with the requirement to pay the Residential Rental Housing Fee.
3. **Continue to work collaboratively with other City departments** to improve rental housing inspection options, rent assistance resources and options, enforcement of the Relocation Ordinance, and the collection of the Residential Rental Housing Fee and other City fees (e.g., Business License Tax, Fire Prevention Services Fee, and Rental Inspection Program fee). Work with City of Richmond to neutralize disincentives associated with Cost Pool charges and incentivize collaboration through a Cooperation Agreement.
4. **Continue to develop and refine the Rent Program's database, transitioning from using the City's TRAKIT database, to a new database** designed to work specifically for the needs of the Rent Program. A more effective and efficient database will allow for more accurate billing, enhancing the Program's collection rate, and improving the Program's ability to accurately track lawful rents, Hearing's decisions, eviction trends, etc. The anticipated long-term impact should be a decrease in overall long-term staff costs.

II. PROPOSED FY 2024-25 BUDGET

The figure below contains the Fiscal Year 2024-25 budget based on feedback provided by the Rent Board at its June 17, 2024, meeting. Detailed descriptions of the components within each line item are contained in the sections that follow.

Object #	City Account Description	FY 18-19 ACTUALS	FY 19-20 ACTUALS	FY 20-21 ACTUALS	FY 21-22 ACTUALS	FY 22-23 ACTUALS	FY 23-24 ADOPTED	FY 24-25 PROPOSED	Notes
REVENUES									
340445	Fees/Admin Fees	2,189,703	2,681,689	2,764,961	2,332,429	2,553,651	3,004,698	3,299,011	(1)
361701	Int & Invest/Pooled-All Other & Gains	367	11,537	6,096	4,619	31,647	20,000	50,000	
364867	Revenue from Collections & Other & Grants	133	13,042	24,796	19,641	50,078	50,000	50,000	
TOTAL REVENUES		2,190,203	2,706,268	2,795,854	2,356,688	2,635,376	3,074,698	3,399,011	
EXPENSES									
400001	Salaries & Wages/Executive	530,092	639,594	649,356	676,463	764,496	846,234	984,703	(2)
400002	Salaries & Wages/Mgmts -Local 21	294,152	263,080	183,838	147,008	307,266	367,225	467,164	(2)
400003	Salaries & Wages/Local 1021	128,866	150,317	168,422	152,925	208,948	337,653	360,875	(2)
400006	Salaries & Wages/PT-Temp	49,557	45,905	32,244	35,234	21,447	37,565	47,000	(2)
400031	Overtime/General	4,778	2,094	1,312	1,793	802	2,500	2,500	(2)
400048	Other Pay/Bilingual Pay	6,993	9,064	9,719	7,910	10,713	11,470	14,289	(2)
400049	Other Pay/Auto Allowance	4,200	4,200	4,200	4,200	4,200	4,200	4,200	(2)
400050	Other Pay/Medical-In Lieu of	2,700	1,500	-	-	-	-	-	
400053	Other Pay/Pension Credits	-	-	-	-	-	-	19,694	(2)
400079	Comp Absences/WC-Prof-Mgt-Tec	1,486	5,328	-	-	-	-	-	
400058/8	OTHER PAY/Retro Pay 2022-23 and Prior	-	-	-	34,200	-	63,615	-	
Subtotal - Salaries & Wages		1,022,823	1,121,084	1,049,091	1,059,732	1,317,872	1,670,462	1,900,425	
400103	P-Roll Ben/Medicare Tax-ER Shor	14,937	16,389	15,313	15,435	19,219	20,774	26,457	(3)
400105	P-Roll Ben/Health Insurance Be	146,557	136,575	128,611	168,100	238,838	271,329	326,838	(3)
400106	P-Roll Ben/Dental Insurance	16,652	17,021	17,534	13,509	16,624	18,031	19,418	(3)
400109	P-Roll Ben/Employee Assistance	430	473	422	244	217	234	252	(3)
400110	P-Roll Ben/Professional Dev-Mg	3,728	5,200	1,500	250	1,500	7,500	6,750	(3)
400111	P-Roll Ben/Vision	2,106	2,095	2,049	1,588	1,985	2,158	2,324	(3)
400112	P-Roll Ben/Life Insurance	5,557	4,006	3,433	3,336	3,884	3,931	4,047	(3)
400114	P-Roll Ben/Long Term Disability	9,408	10,100	9,259	6,952	6,472	11,996	13,025	(3)
400116	P-Roll Ben/Unemployment Ins	1,860	5,100	4,960	4,440	6,042	5,928	6,384	(3)
400117	P-Roll Ben/Personal/Prof Dev	750	1,493	1,500	1,140	2,250	2,250	3,750	(3)
400118	P-Roll Ben/Worker Comp-Injury Appt	-	-	692	-	-	-	-	
400121	P-Roll Ben/Worker Comp-Clerical	13,806	12,154	14,541	9,042	14,807	6,923	-	
400122	P-Roll Ben/Worker Comp-Prof	69,352	60,744	74,891	47,762	72,880	-	81,614	(15)
400127	P-Roll Ben/OPEB	39,338	43,623	42,145	40,276	34,620	32,127	-	
400130	P-Roll Ben/PARS Benefits	642	434	50	398	280	-	-	
400149	P-Roll Ben/Misc.	123,021	140,616	139,314	128,986	162,492	186,975	240,175	(3)
400151	P Roll Ben/Misc. (UAL)	162,905	235,683	271,234	252,044	262,084	309,094	274,260	(3)
Subtotal Prof & Admin Services		611,127	691,706	727,447	694,301	864,195	880,050	1,005,294	
400201	Prof Svcs/Professional Svcs	32,112	38,241	10,957	10,460	12,649	140,900	90,700	(4)
400206	Prof Svcs/Legal Serv Cost	137,614	193,742	149,994	183,326	164,576	275,000	275,000	(5)
400220	Prof Svcs/Info Tech Services	2,375	-	2,142	2,205	-	2,400	2,500	(6)
400241	Travel & Trng/Meal Allowance	359	-	-	-	-	-	-	
400242	Travel & Trng/Mileage	1,284	17	-	-	-	-	-	
400243	Travel & Trng/Conf, Mtng Trng	280	-	-	-	-	-	-	
400245	Travel & Trng/Tuition Rmb/Cert	800	800	-	-	3,250	800	-	
400261	Dues & Pub/Memberships & Dues	824	1,590	1,453	1,437	1,689	1,650	2,025	(7)
400263	Dues & Pub/Subscription	1,500	-	-	-	-	-	7,500	(8)
400271	Ad & Promo/Advertising & Promo Materials	1,559	2,106	1,702	3,928	649	800	3,000	(9)
400272	Ad & Promo/Community Events	1,563	1,722	-	-	-	-	-	
400280	Adm Exp/Program Supplies	5,292	1,600	3,432	1,126	4,374	5,808	6,881	(10)
Subtotal Other Operating		46,486	22,801	16,072	26,400	18,369	51,780	77,300	
400121	Carry forward from FY 2022-23 - System	-	-	-	-	-	(100,000)	-	
400401	Utilities/Tel & Telegraph	254	414	551	498	-	500	500	
400538	Contract Svcs/Other Contract Svcs	-	-	103	150	112	-	-	
400552	Prov Fr Ins Loss/Ins Gen Liab	8,029	8,765	9,047	8,991	9,163	9,300	9,500	
400574	Cost Pool/(ISF)-Gen Liab	55,701	75,144	69,513	79,937	83,934	-	99,980	(15)
400586	Cost Pool/(CAP)-Admin Charges	51,454	51,454	51,454	52,481	52,481	-	52,481	(15)
400591	Cost Pool/(IND)/Civic Ctr Alloc	52,420	47,026	50,289	50,286	48,217	60,248	56,315	(15)
391994	Oper Xfers In	-	-	-	-	-	-	(290,391)	(15)
400601	Noncap Asst/Comp Hardware<5K	-	6,526	-	-	-	5,000	-	
400604	Noncap Asst/Furniture<5K	13,328	-	-	-	-	-	-	
TOTAL EXPENSES		2,047,186	2,264,738	2,143,246	2,175,258	2,581,531	3,004,698	3,299,011	
NET BUDGET BALANCE		143,017	441,530	652,608	181,431	53,846	70,000	100,000	

Budget Notes

- (1) Assumes a Fiscal Year 2024-25 Rental Housing Fee of \$239 for Fully Covered units and \$136 for Partially Covered units.
- (2) See detailed Salary and Wage assumptions.
- (3) The Rent Program received budgeted Fringe Benefits amounts from the City's Finance/Budget Division.
- (4) Includes \$20,000 for temporary services, \$10,000 for Executive Director Evaluation, \$41,700 for verbal interpretation services, \$19,000 for written translation.
- (5) Includes \$200,000 contract with the Eviction Defense Center to assist Tenants with Unlawful Detainer cases and \$75,000 to contract legal services for Landlords/Tenants.
- (6) \$2,500 TRAKiT annual IT charge for City land management system.
- (7) Anticipated cost of Bar Association dues for three attorneys (\$675 per Attorney).
- (8) \$4,500 for a property information subscription and \$3,000 for a legal research subscription.
- (9) Budgeted amount includes funds to satisfy the requirement to publish notices in the newspaper for public hearings as part of the budget adoption process, social media promotions, and outreach supplies.
- (10) Budgeted amount includes the cost of email accounts for Rent Board Members, business cards, and videoconference/webinar accounts, supplies, and food at Rent Board Meetings.
- (11) Budgeted amount reflects anticipated postage costs for Rental Housing Fee invoices, tenancy registration mailings, postcards, and the Guide to Rent Control.
- (12) Budgeted amount reflects anticipated printing costs for Rental Housing Fee invoices, tenancy registration mailings, postcards, and the Guide to Rent Control.
- (13) Lease of printer, copy, scan, fax machines including a cost-per-copy.
- (14) Office supplies to administer and operate the Rent Program.
- (15) Rent Program is collaborating with the City to execute an agreement for Cost Pool charges and transfer.

SALARIES AND WAGES	
400001 – 400006 Permanent Employees	Proposed Allocation: \$1,859,742

The allocation reflects salary-related costs for all budgeted positions which includes the 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, 2024, at 4% and 5% per Bargaining Unit. The City will also increase the monthly pay rate by 4% and 5% on January 1, 2025 for each unit.

Position	Fiscal Year 2023-24 Salary	Fiscal Year 2024-25 Salary	Notes
Executive Director	\$188,080	\$204,303	5% Increase, Merit, and Longevity 2%
Hearing Examiner	\$173,239	\$200,986	5% Increase, Merit, and Longevity 2%
General Counsel	\$181,901	\$222,697	5% Increase, Merit, and Longevity 2%
Deputy Director	\$163,547	\$190,835	5% Increase & Merit
Staff Attorney	\$139,467	\$165,882	5% Increase & Merit
Subtotal Executive Staff	\$846,234	\$984,703	
Rent Program Services Analyst II	\$88,874	\$110,994	Step 3 and 4% Increase
Senior Administrative Analyst	\$98,339	\$120,050	Step 3 and 4% Increase
Rent Program Services Analyst I	\$78,763	\$111,500	Step 5 and 4% Increase
Senior Management Analyst	\$101,248	\$124,620	Step 2 – 4% Increase
Subtotal Local 21 Mid-Management Staff	\$367,225	\$467,164	
Administrative Assistant	\$78,494	\$93,249	Transitioned Admin. Aide - 4% Increase
Compliance Specialist	\$72,603	\$80,951	Step 5 and 4% Increase
Compliance Specialist	\$77,405	\$85,256	4% Increase
Office Assistant	\$54,575	\$58,635	
Vacant – Hire in Q2	\$54,575	\$42,784	Budget at Step 2
Subtotal SEIU 1021 Staff	\$337,653	\$360,875	
Administrative Student Interns	\$37,565	\$47,000	
Subtotal Part Time/Temp Staff	\$37,565	\$47,000	
TOTAL SALARIES	\$1,588,677	\$1,859,742	

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

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

SALARIES AND WAGES	
400048 Bilingual Pay	Proposed Allocation: \$14,289

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

- Staff Attorney (1 FTE)
- Hearing Examiner (1 FTE)
- Rent Program Services Analysts (1 FTE)
- Senior Rent Program Services Analyst (1 FTE)
- Compliance Specialist (1 FTE)
- Office Assistants (2 FTE)

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

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

SALARIES AND WAGES	
400053 Other Pay / Pension Credits (Deferred Compensation)	Proposed Allocation: \$19,694

Beginning July 1, 2023, the City began making contributions to a deferred compensation account for each Executive Staff in the amount of 2.0% of each employee's semi-monthly base salary to occur each pay period per the ratified MOU.

BENEFITS	
400103 - 400151 Fringe Benefits	Proposed Allocation: \$1,005,294

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

These benefits include:

- Health Benefits
 - Health Insurance (\$326,838)
 - Dental Insurance (\$19,418)
 - Employee Assistance Program (\$252)
 - Vision Insurance (\$2,324)
- Professional Development funds
 - 14 permanent employees are eligible for reimbursement of up to \$750 for eligible expenses (\$10,500)
- Medicare Taxes (\$26,457)
- Life Insurance (\$4,047)
- Long-Term Disability Insurance (\$13,025)
- Unemployment Insurance (\$6,384)
- Workers' Comp Insurance¹
 - Clerical staff (\$0)
 - Professional staff (\$81,614)
- Other Post-Employment Benefits (OPEB) (\$0)²
- Miscellaneous Benefits (\$514,435)³

PROFESSIONAL AND ADMINISTRATIVE SERVICES

¹ The Rent Program received the Fringe Benefits from the Finance Department Budget Analyst based on the projected Total Salaries and Wages.

² According to the California Department of Human Resources, through the collective bargaining process and under the authority of Government Code 22944.5, OPEB (Other Post-Employment Benefits) is the method by which the State of California, as the employer, and its employees jointly prefund health benefits that active employees will receive as state retirees. All employees in positions that are eligible for health benefits, whether currently enrolled, prefund OPEB. The state prefunds a matching contribution.

³ Miscellaneous benefits refer to the employer portion of CalPERS pension costs for miscellaneous (non-sworn) staff. CalPERS costs are remitted in two parts—one being a percentage of payroll each pay period (object code 400149) and the other being a flat dollar amount per FTE for the unfunded liability (object code 400151). CalPERS provides an annual valuation report that specifies these rates/dollar amounts.

400201 Professional Services	Proposed Allocation: \$90,700
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The allocation accounts for professional services provided by contractors. These services include:

Increase in translation and interpretation services to accommodate additional requirements for Board Meetings.

- Written translation (\$19,000)
- Scheduled verbal interpretation and on-demand services (\$41,700)
- Evaluation 360 Degrees – Executive Director (\$10,000)
- Temporary Services (\$20,000)

PROFESSIONAL AND ADMINISTRATIVE SERVICES	
400206 Legal Services	Proposed Allocation: \$275,000

The allocation accounts for legal services provided by contractors for community members. The allocation includes funds for the legal services:

1. Community Services Agency Contracts
 - The Rent Program proposes to contract with the Eviction Defense Center in the amount of \$200,000 to provide legal referrals to individuals who need assistance with responding to Unlawful Detainer (eviction) lawsuits. Beginning this fiscal year, the Eviction Defense Center will offer weekly legal service clinics for both Landlords and Tenants who are Richmond property owners and residents.
 - The Rent Program is finalizing a contract in the amount of \$75,000 for legal services for Landlords and Tenants. This service will provide Landlords legal assistance, legal advice, and limited representation. This service will also be available to Tenants that reside in the City of Richmond.

PROFESSION SERVICES/INFO TECH SERVICES	
400220 Information Technology Services	Proposed Allocation: \$2,500

\$2,500 TRAKiT annual IT charge for City land management system.

DUES AND MEMBERSHIPS	
400261 Memberships & Dues	Proposed Allocation: \$2,025

The allocation accounts for California BAR Association dues for three attorneys (\$675 per attorney).

DUES AND SUBSCRIPTIONS	
400261 Subscriptions	Proposed Allocation: \$7,500

- Property Information subscription (\$4,500)
- Legal Information subscription (\$250 per month, for a total of \$3,000)

ADVERTISING AND PROMOTION	
400271 Advertising & Promotional Materials	Proposed Allocation: \$3,000

The allocation accounts for newspaper announcements as required as part of the budget adoption process (\$200), advertising materials for increased outreach (\$2,200), and monthly promotion on social media accounts (\$600).

ADMINISTRATIVE EXPENSES	
400280 Program Supplies and Expenses	Proposed Allocation: \$6,881

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

- Emails for Rent Board Members (total cost of \$1,382)
- Business cards for staff members (\$50 per order, for an estimated 2 orders, for a total cost of \$100)
- Rent Board food/snacks for Regular and Special Meetings: \$1,200
- Zoom Meetings Accounts - \$4,199

OFFICE EXPENSES	
400231 Postage and Mailing	Proposed Allocation: \$30,000

The allocation includes funds for mailing invoices, letters, and the Guide to Rent Control to Tenants and Landlords. Specifically, the allocation accounts for the following projects and assumes a postage rate of \$0.68 per envelope for all projects, except for the Guide to Rent Control mailing, which assumes a postage rate of \$1.12 per envelope:

- Rental Housing Fee invoices to Landlords
- Late Rental Housing Fee invoices to Landlords
- Letter Project to Landlords
- Mailing the Guide to Rent Control to Tenants and Landlords
- Postcards – Outreach Plan

OFFICE EXPENSES	
400232 Printing and Binding	Proposed Allocation: \$30,000

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

- General print materials
- Rental Housing Fee invoices to Landlords
- Late Rental Housing Fee invoices to Landlords
- Printing Rent Validation Reports for Tenants and Landlords
- Printing the Guide to Rent Control for Tenants and Landlords
- Postcards – Outreach Plan

OFFICE EXPENSES	
400304 Equipment Rental	Proposed Allocation: \$9,000

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

RECOGNITION AND AWARDS	
400338 Recognition & Awards	Proposed Allocation: \$300

The Board approved an amount not to exceed \$300 for a perpetual plaque to recognize past Board members.

OFFICE SUPPLIES	
400341 Office Supplies	Proposed Allocation: \$8,000

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

UTILITIES	
400401 Telephone	Proposed Allocation: \$500

The allocation covers the cost of a mobile phone service. During the Covid-19 Pandemic, the Executive Director’s cell phone has been utilized by program staff to handle incoming calls to the main Rent Program phone line and texting. A phone plan established to text and call the rental community and not rely on staff personal number being disclosed for safety purposes.

SUPPLEMENTAL INSURANCE	
400552 General Liability Insurance	Proposed Allocation: \$9,500

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

COST POOL	
400574, 400586, 400591, and 391994 General Liability, Admin. Charges, Civic Center Rent, and Operation Transfer In	Proposed Allocation: \$0 Net

The allocation and transfer include General Liability, Administrative Charges, Workers’ Compensation Insurance, and office space at City Hall for the Rent Program.

Rent Program leadership are engaged in on-going discussions with the City Attorney’s, City Manager, and Finance Department regarding the budget for Cost Pool and Fringe Benefits. Rent Program staff have reached a tentative solution and understanding with the City; the Rent Program and City are negotiating to complete terms and execute a Cooperative Agreement between the City and Rent Board. For Fiscal Year 2024-25, the City has provided the below amounts to include in the Rent Program Budget:

- **General Liability** - \$99,980.
- **Workers’ Compensation** (Fringe Benefits - Prof) \$81,614.
- **Administrative Charges** (*previously referred to as “Indirect Costs”*) are allocated to City Departments to reimburse the General Fund for administrative services performed by central service departments (e.g., Information Technology (IT), Human Resources, Finance Department, City Manager, City Clerk, and City Council.) Allocations are determined in the City’s Cost Allocation Plan (CAP) which is conducted by an external consultant on a periodic basis. The cost allocated in the budget is \$52,481.

- **Civic Center Allocation** refers to the cost of office space at 440 Civic Center Plaza. The cost of this space is based on the percentage of total occupied square footage at the Community Services Building. The cost allocated in the budget is \$56,315.
- **Operation Transfer In** will be used to offset the Cost Pool charges as a Subsidy for the fiscal year 2023-24 and fiscal year 2024-25. The Rent Program will not be expending any funds to recover the Cost Pool charges, 100% of the transfer will be City funded. The transfer will be pending City Council approval. The Subsidy will not be required to be paid back as a loan with any interest bearing, it will be considered a transfer from the City to the Rent Program to offset those Cost Pool charges. The amount will be (\$290,391) for the fiscal year 2024-25.

II. EXPENSE AND REVENUE PROJECTIONS

Overview

In accordance with the Rent Ordinance, the Rent Program’s budget is funded by a Residential Rental Housing Fee, paid by all Richmond Landlords. Table 2, below, contains a summary of funds expended and collected for departmental operations since the Program’s establishment in 2017. Collection efforts for all assessed fees are ongoing. In 2019, the Rent Board entered into a contract with a collection services agency to recover unpaid fees. To date, the agency has collected approximately \$125,000 in outstanding fee revenue. This figure is expected to grow as collection efforts continue.

Table 2. Expense and Revenue Summary

FISCAL YEAR	BUDGETED AMOUNT	FUNDS EXPENDED	FEE REVENUE COLLECTED ⁴	COLLECTION RATE
2017-18 ⁵	FY 16-17 (partial): \$1,150,433	\$1,967,834	\$2,753,351 ⁶	77%
	FY 17-18: \$2,425,338			
2018-19	\$2,804,925	\$2,047,186	\$2,190,203	78%
2019-20	\$2,923,584	\$2,264,738	\$2,706,268	93%
2020-21	\$2,609,775	\$2,143,246	\$2,795,854	107%
2021-22	\$2,938,314	\$2,175,258	\$2,356,688	80%
2022-23	\$3,106,687	\$2,581,531	\$2,635,376	85%
2023-24	\$3,074,398	\$2,741,960	\$2,966,265	93% (PROJECTED)

⁴ Includes revenue collected by the collection agency.

⁵ Includes the FY 2016-17 Rental Housing Fee (December 2016 – June 2017)

⁶ Includes revenue collected in FY 2017-18 for both the FY 2016-17 and FY 2017-18 fees.

Source: Richmond Rent Program, 2024 (reports generated using eTRAKiT and MUNIS software systems.)

The decrease in Revenues and Rental Housing Fees for fiscal year 2023-24 is due to the current reserve balance level approaching twenty-five percent (25%) of the current year budgeted expenditures. The Reserve Policy requires the Board to maintain a minimum total reserve balance equal to eighteen percent (18%) of the Board's current year budgeted expenditures, not to exceed twenty-five percent (25%). If the total reserve balance exceeds twenty-five percent (25%) of the current year annual budget or is anticipated to exceed twenty-five percent (25%) of the following year's annual budget, the Executive Director or their Designee shall prioritize the use of the excess funds in reducing any subsequent Residential Rental Housing Fee proposal.

10-Year Financial Projection

A ten-year financial projection of revenue, expenses, and reserves is contained in Appendix B of this report. The projected Rental Housing Fee collection rate for the 2024-25 fiscal year is expected to be above 93 percent.

IV. FISCAL YEAR 2024-25 RENTAL HOUSING FEE STUDY

Introduction and Background

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

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

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

- Personnel costs of staff, fringe benefits, and overtime;
- Risk management and supplemental liability insurance plan (SLIP);
- Charges allocated from City Departments for administrative services by central service departments, indirect costs (i.e., City Council, City Manager, City Attorney, City Clerk, Finance, Human Resources, etc.) The Rent Program Staff is collaborating with the City to execute an agreement for Cost Pool charges;
- Information Technology (IT) costs associated with a property and rent-tracking database and maintenance of computer hardware and software;
- Costs of education and outreach, including the printing and distribution of print materials and hosting of community workshops and seminars;
- Contracts for translation, interpretations, and other professional services;

Structure of the Rental Housing Fee

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

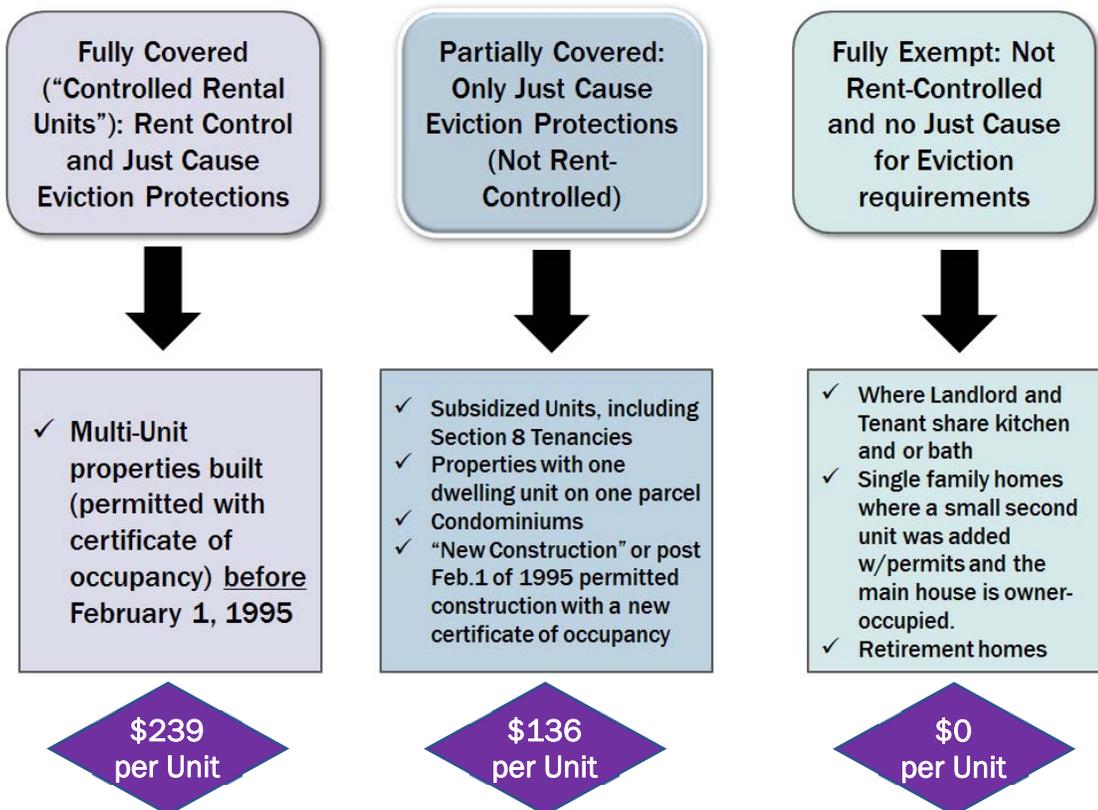
For the 2018-19 Fiscal Year, the Rent Board adopted a tiered fee, much like that contemplated in the [2017 Fee Study](#) prepared by Management Partners. Under this approach, costs of program administration are allocated among three components or layers: a general “program” layer (calculated at 55% of costs), a “just cause” layer (20% of total costs), and a “rent control” layer (25% of costs). Such allocations correspond with the number of resources spent administering each component of the program. Staff members recommend the Board continue to utilize a tiered-fee approach in its determination of the Fiscal Year 2024-25 Rental Housing Fee to ensure the requirements of Section 50076 of the California Government Code are met. The figure on the following page illustrates this concept and identifies key example tasks associated with each program component. This list is not exhaustive; the tasks below are identified for illustrative purposes only.

Figure 2. Fee Layers and Associated Tasks

Program Layer (55%)
<ul style="list-style-type: none"> • Agency administration and management • Legal defense of the Rent Ordinance and agency policies • Preparing studies, regulations, and reports as directed by the Rent Board • Database development and maintenance • Billing and collection of the Rental Housing Fee • Website maintenance • Development of informational materials • Interdepartmental coordination
Just Cause for Eviction Layer (20%)
<ul style="list-style-type: none"> • Public education and outreach (includes counseling on evictions) • Legal services referrals to community services agencies • Administration of Relocation Ordinance • Administration of eviction-related complaints • Evictions intervention mediations (payment plan agreements and mediations to avoid breach of lease/nuisance etc.) • Processing of termination of tenancy notices and associated outreach
Rent Control Layer (25%)
<ul style="list-style-type: none"> • Public education and outreach (includes counseling) • Legal services referrals to community services agencies • Administration of petition and hearings to adjudicate Rent Adjustment Petitions and Excess Rent Complaints • Rent Registration and tracking of the Maximum Allowable Rent • Processing of rent increase notices and courtesy compliance letters

The amount of the Rental Housing Fee applicable to a particular Rental Unit depends on its status. Units applicable to the Just Cause for Eviction requirements but exempt from the Rent Control provisions of the Ordinance (such as properties with only one dwelling unit on the parcel, governmentally subsidized units, condominiums, and permitted units built after February 1, 1995), are responsible for payment of Program and Just Cause for Eviction layers. Units subject to the Just Cause for Eviction and Rent Control provisions of the Rent Ordinance would be responsible for payment of all three layers. Units that are fully exempt from the Rent Ordinance are not responsible for payment of the Rental Housing Fee. Figure 3 identifies the types of units within each of these categories and the proposed fee.

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



Applicable Unit Counts and Database Development

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

Since the first iteration of the Rental Housing Fee Study in Fiscal Year 2017-18, staff have continued to refine the database of Rental Units in the City of Richmond, most notably

through the completion of an exemption verification project of single-family homes in the City to accurately identify units that are truly rented. This project involved mailing an introductory letter and policy information to all single-family homes and condominiums possessing one of the following characteristics in the County Assessor database:

(1) No Homeowner's Tax Exemption was claimed.

(2) The site address of the property did not match the owner on record's mailing address. Approximately 15,500 properties met the above criteria. To confirm applicability under the Rent Ordinance, Rent Program staff members mailed information about the requirements of the Rent Ordinance to all the owners of properties that met the criteria above. Owners of properties in the City of Richmond that did not contain any Rental Units (for example, owners of condominiums that are owner-occupied) were required to complete and submit a Declaration of Owner Occupancy and/or Exemption form and submit documentation to allow staff members to approve the exemption. Rent Program staff members received and processed approximately 1,855 Declaration of Owner Occupation and/or Exemption forms.

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

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

Since the adoption of last year's Rental Housing Fee, staff members have continued to refine the database of Rental Units through processing Property Enrollment and Owner Declaration forms. These processes have further unveiled suspected Rental Units that are not truly rented, decreasing the total number of applicable Rental Units among which the Rent Program budget is divided to calculate the Rental Housing Fee. For example, the processing of Property Enrollment forms has unearthed many multifamily properties where an owner may occupy one unit. In such case, the status of a unit would be changed from "Compliant" or "Noncompliant" [Partially or Fully Covered Rental Unit] to "Owner Occupied." The table on the following page summarizes these changes as of March 2024. In total, records indicate that the Rent Program is aware of 18,342 Rental Units applicable to the Rent Ordinance.

According to the 2019 American Community Survey (Table DP04), the number of renter-occupied housing units in Richmond is reported as 20,467 units, with a margin of error of 1,767. The American Community Survey is a sample, not a complete count, which is why the margin of error is reported. This means that there is estimated to be between 18,700 and 22,234 renter-occupied housing units in Richmond. **This data suggests that there may be at least one thousand Rental Units absent from the Rent Program's database.** Rent Program staff are committed to dedicating resources to compliance and outreach projects to ensure

that all Rental Units subject to the Rent Ordinance are assessed the Rental Housing Fee and all Landlords who should be paying the Rental Housing Fee receive an invoice and are made aware of their financial obligation to the Rent Program.

Table 3. Unit Status Counts, 2022 - 2024

NOTE: These numbers are continuously being verified and all figures are subject to change.

STATUS	2022 TOTAL	2023 TOTAL	2024 TOTAL	CHANGE BETWEEN 2023 AND 2024
SUSPECTED FULLY COVERED RENTAL UNITS	33	32	36	+4
FULLY COVERED RENTAL UNITS	7,632	7,717	7,821	+104
SUBTOTAL - FULLY COVERED UNITS	7,665	7,749	7,857	+108
SUSPECTED PARTIALLY COVERED RENTAL UNITS (EXCLUDING GOV SUBSIDIZED RENTAL UNITS)	124	116	106	-10
PARTIALLY COVERED RENTAL UNITS (EXCLUDING GOV SUBSIDIZED RENTAL UNITS)	5,863	5,782	5,940	+158
SUBTOTAL - PARTIALLY COVERED UNITS (EXCLUDING GOV SUBSIDIZED RENTAL UNITS)	5,987	5,898	6,046	+148
SUBTOTAL - GOVERNMENTALLY SUBSIDIZED RENTAL UNITS	4,498	4,487	4,439	-48
TOTAL APPLICABLE UNITS	18,150	18,134	18,342	+208
OWNER OCCUPIED	5,759	5,827	6,017	+190
RENT FREE	250	244	242	-2
NOT AVAILABLE FOR RENT	265	243	224	-19
NOT APPLICABLE	533	530	835	+305
TOTAL NON-APPLICABLE OR CONDITIONALLY EXEMPT UNITS	6,807	6,844	7,318	+474

Proposed Rental Housing Fees Associated with Proposed FY 2024-25 Budget

Table 4 below presents the fees corresponding to the proposed Fiscal Year 2024-25 budget.

Table 4. Fiscal Year 2024-25 Proposed Budget and Rental Housing Fees

UNIT COUNTS		PROPOSED FY 2024-25	CHANGE FROM FY 2023 TO 2024
TOTAL BUDGET ⁸		\$3,299,011	\$294,313 9.8%
FULLY COVERED UNITS ⁹	7,857	\$239	\$19 8.6%
PARTIALLY COVERED UNITS (INCLUDING SUBSIDIZED UNITS) ¹⁰	10,485	\$136	\$11 8.5%
TOTAL REVENUE ¹¹		\$3,399,011	\$324,313 10.5%

Comparison to Previously Adopted Rental Housing Fee and Peer Jurisdictions

On June 27, 2023, the Richmond City Council adopted approving the Fiscal Year 2023-24 Residential Rental Housing Fee in the City’s master fee schedule of \$220 per Controlled Rental Unit and \$125 per Partially Covered Rental Unit. Table 5, below, contains a historical comparison of the Residential Rental Housing Fees charged in previous years.

Table 5. Comparison of Proposed FY 2024-25 Rental Housing Fee to Prior Year Fees

FISCAL YEAR	FULLY COVERED RENTAL UNITS	PARTIALLY COVERED RENTAL UNITS
2017-18	\$145	\$145
2018-19	\$207	\$100/\$50 (Gov. Subsidized) ¹²
2019-20	\$212	\$112
2020-21	\$219	\$124
2021-22	\$218	\$123
2022-23	\$226	\$127
2023-24	\$220	\$125
2024-25 (Proposed)	\$239	\$136

⁸ Total expenditures include a budgeted reserve equal to 18 percent of proposed expenses in prior years

⁹ Includes suspected Fully Covered Rental Units

¹⁰ Includes suspected Partially Covered Rental Units

¹¹ Fees rounded to the nearest full dollar; includes revenue from collections agency and interest

¹² Governmentally Subsidized Rental Units are not segregated from partially covered units. The only year in which that occurred was FY 18'-19'. As the same level of services are offered for both types of Rental Units, they are charged the same Fee.

The below table compiled by the Rent Program staff compares the proposed Rental Housing Fee to that of other jurisdictions within California. This table calculates the per unit cost of administration of actively enforced and complaint-driven programs. Richmond’s proposed fees are comparable to the actively enforced peer jurisdictions with average rental rates lower than most.

JURISDICTION	2024-25 PROGRAM BUDGET	APPLICABLE RENTAL UNITS	RENTAL HOUSING FEES (PER UNIT)	AVERAGE RENT ¹³	PORTION OF FEE PASSED THROUGH TO TENANTS
ACTIVELY ENFORCED RENT PROGRAMS					
BERKELEY	\$7,506,460	19,600 Fully Covered; 5,000 Partially-Covered	\$344 for Fully Covered; \$212 per Partially-Covered; \$53 for Non-profit Affordable	\$3,300	50%, City may reimburse low-income Tenants ¹⁴ \$13 a month at maximum for 12 consecutive months
EAST PALO ALTO	\$800,528	8,212	\$234	\$2,844	None (2016 MAR increased by \$9.75 for 50% registration passthroughs rescinded)
OAKLAND	\$11,124,347	100,787	\$101	\$2,553	50%
RICHMOND	\$3,299,011 (proposed for FY 2024-25)	7,857 Fully-Covered; 10,485 Partially-Covered Units	\$239 per Fully Covered; \$136 per Partially Covered	\$2,814	None
SANTA MONICA	\$6,138,003	27,484	\$228	\$4,017	50%
COMPLAINT-DRIVEN RENT PROGRAMS					
LOS ANGELES	\$11,221,649	650,832	\$38.75 per Unit	\$2,700	50%
WEST HOLLYWOOD	\$3,734,698	16,000 Rent-controlled; total 18,000 units	\$145¹⁵	\$3,439	50% (excludes Section 8 Tenants)
ALAMEDA	\$1,985,543	13,500 Fully-covered; total 16,579 units	\$162 per Fully-covered; \$109 per Partially-covered	\$2,713	50%
SAN FRANCISCO	\$14,740,863	291,000	\$59 per apartment; \$29.50 per residential hotel room	\$2,825	50%

¹³ Source: RentCafe: The average apartment per square footage varies greatly depending on unit type, with less expensive and luxury alternatives for houses and apartments alike. Studio apartments are the smallest, 1-bedroom apartments are closer to the average, while 2-bedroom apartments, and 3-bedroom apartments offer more square footage. Zillow Rent Index (ZRI) was used as the source in prior year.

¹⁴ Pass-through only applies to tenancies that began prior to January 1, 1999.

¹⁵ West Hollywood’s Rent Program receives support from the City’s General Fund, and the \$145 fee allows the program to recover 65% of total costs. The program would need to collect \$239 per unit to recover 100% of costs.

Conclusion and Recommended Actions

The 2024-25 budget supports the overarching goal of the Rent Program; that is, to continue to develop as an actively enforced Program that equips community members with an understanding of their rights and responsibilities under the Rent Ordinance, while also allowing recourse through the rent adjustment process. The Fiscal Years 2024-25 Fee Study and Budget allows the agency to recover costs of all budgeted operations and does not necessitate raising the amount of the Rental Housing Fee.

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

- Adopt the proposed Fiscal Year 2024-25 Budget to provide the support necessary for continued development of all Rent Program operations.
- Receive and approve the Fiscal Year 2024-25 Fee Study.
- Direct staff to prepare a resolution, consistent with the Rent Board's approved Fee Study and Budget, recommending to the City Council adoption of a two-tier fee structure for Fiscal Year 2024-25 of \$239 for Fully Covered Rental Units and \$136 for Partially Covered Rental Units.

V. UNIT DESCRIPTIONS

Management Unit (2.25 FTEs)

The Management Unit, comprised of the Executive Director (1 FTE), Deputy Director (1 FTE), and Senior Administrative Analyst (0.25 FTE), who are responsible for guiding the development of the Rent Program agency and managing day-to-day operations. The Senior Administrative Analyst supports the Executive Director with confidential matters of the Rent Program and administers full collaboration with the Rent Board. The Management Unit also conducts policy research to support the agency and Rent Board, which includes conducting surveys and studies to help guide administrative improvements and the formation of sound public policy. The Management Unit oversees all personnel-related issues (hiring, training, discipline in conformance with MOU's, etc.) Other duties include providing staff support to the Rent Board, including but not limited to the preparation of agendas, minutes, and documents for all Rent Board meetings. Central to the Management Unit's duties are preparation, monitoring, and reporting of the annual Rent Program budget. The Management Unit also publishes the Rent Program Annual Report, required by the Rent Ordinance.

Legal Unit (2.25 FTEs)

The Legal Unit includes General Counsel (1 FTE), Staff Attorney (1 FTE) and a Senior Administrative Analyst (0.25 FTE). The duties of the Legal Unit include representing the Board in litigation, advising the Director and the Rent Board on legal matters (this may include the preparation of Confidential Legal Memoranda and ensuring compliance with Brown Act requirements, reviewing and opining on decisions on appeal, coordinating responses to public records act requests, training Rent Program Services Analysts, supervising investigations and lawsuits for non-compliance, reviewing contracts, and responding to legal challenges to the Ordinance and applicable regulations. Staff members in the Legal Unit are also responsible for drafting regulations for consideration by the Rent Board and establishing processes to monitor rent increases and termination notices in accordance with the requirements of the Rent Ordinance.

Public Information and Enrollment Unit (7.00 FTEs)

The Public Information and Enrollment Unit, comprised of a Senior Management Analyst (1 FTE), Administrative Aides (3 FTEs), Rent Program Services Analysts (2 FTEs), and Office Assistant (1.00 FTE), is responsible for educating community members about Landlord and Tenant rights and responsibilities under the Rent Ordinance, as well as related State and Federal laws. This includes maintenance of the agency's property enrollment and tenancy registration database. The enrollment and tenancy registration database are an essential tool used to generate accurate Rental Housing Fee invoices, track the Maximum Allowable Rent for Controlled Rental Units, and manage contact and case information for all Rental Units in the City of Richmond. Public Information and Enrollment Unit staff members are responsible for planning and executing the annual billing cycle of the Rental Housing Fee and managing the collection of revenue, including late fees. Community education is provided in the form of one-on-one counseling, facilitating mediation sessions, drafting print materials such as the Guide to Rent Control, and providing direct referrals to community legal services agencies. Staff members in this unit also plan, prepare, and conduct monthly community educational workshops for Landlords and Tenants, maintain the agency's social

media accounts, and assist Landlords and Tenants with the filing of Rent Adjustment Petitions.

Hearings Unit (2.50 FTEs)

The Hearings Unit consists of a Hearing Examiner (1 FTE), who is supported by a Senior Administrative Analyst (0.5 FTE), Office Assistant (.25 FTE), and an Administrative Student Intern (0.25 FTE). The main functions of the Hearings Unit include administering the petition process, conducting hearings, and issuing decisions, conducting settlement conferences, acting as a back-up resource on interpretation of the Rent Ordinance and regulations, assisting with drafting public information documents such as the Guide to Rent Control and other print and online materials and maintaining all forms required for administration of the Rent Adjustment Petition process. Staff members in the Hearings Unit also assist with special projects, such as working with City staff to develop rent registration/tracking software to adjust rents in the Maximum Allowable Rent database.

An additional Office Assistant (1 FTE) will be required to aid with handling the increased workload for the additional Board requirements. The additional Office Assistant duties would include supporting the Board Clerk with (taking minutes, managing public comment at Board meetings, preparing all Rent Board related documents for translation, arranging the logistics and set up of the bilingual Board meetings, assisting with the generation of Rent Board Agenda Packets, assisting the Hearing Coordinator with preparing for Rent Board Hearings, preparing all Rent Board Hearing and Appeal Hearing documents, and Hearing recordings for translation. Staff recommends adding an additional Office Assistant to support the increased workload on the Board Clerk and Hearings staff related to the logistics of conducting bilingual Board meetings and Hearings.

VI. APPENDICES

Appendix A: FY 2024-25 Budget and Fee Study Calculations

Appendix B: 10-Year Projection