



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
Wednesday, November 20, 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
Vacant

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**

5:00 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(b)):

Title: Executive Director

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REGULAR MEETING OF THE RICHMOND RENT BOARD

AGENDA

5:30 PM

A. PLEDGE TO THE FLAG

B. ROLL CALL

C. STATEMENT OF CONFLICT OF INTEREST

D. REPORT FROM LEGAL COUNSEL OF FINAL DECISIONS MADE IN CLOSED SESSION

E. AGENDA REVIEW

F. PUBLIC FORUM

G. RENT BOARD CONSENT CALENDAR

- G-1.** APPROVE the minutes of the August 21, 2024, Regular Meeting of the Richmond Rent Board. *Cynthia Shaw*
This item was continued from the October 15, 2024, Regular Rent Board Meeting.
- G-2.** RECEIVE the Fiscal Year 2024-25 Monthly Activity Report through October 2024. *Cynthia Shaw*
- G-3.** RECEIVE the Rent Program FY 2024-25 Monthly Revenue and Expenditure Report through October 2024. *Fred Tran*
- G-4.** RECEIVE the Budgeted versus Actual Revenue and Expenditures Report for the first quarter ending September 30, 2024. *Fred Tran*
- G-5.** APPROVE amended Regulation 322 to include language that clarifies that Rent Board members, or the Rent Board, may submit agenda item and agenda reports. *Nicolas Traylor*
This item was continued from the October 15, 2024, Regular Rent Board Meeting.

- G-6.** Staff recommend that the Rent Board adopt the following: Add to the Note to Reader Section of the Rent Board Regulations following the Table of Contents and appropriate language in that section that: The West County Times is designated as the official newspaper for publishing notices of public hearings and legal notices, unless specified otherwise by the Executive Director. ***This item was continued from the October 15, 2024, Regular Rent Board Meeting.***

Nicolas Traylor

H. CONSIDERATION OF APPEALS

- H-1.** Appeal to Petition No. RC23-T176: Respondents/Tenants filed a petition based on excess rent charges and decrease of services due to various habitability issues. After holding a hearing, the Hearing Examiner awarded Respondents \$37,369.43. Appellants/Landlords timely filed an appeal, only challenging those portions of the Hearing Examiner's Decision that awarded Respondents \$24,574.05, due to excess rent charges. Specifically, the Hearing Examiner found that Respondents met their burden in demonstrating the proper amount of their Base Rent, and the amount of overage payments they made to Appellant. On appeal, Appellant contends the following:
- 1). Tenant's proof that rent was paid during COVID is not sufficient, Landlord indeed refute[d] [sic] the testimony provided by the tenants that the unpaid rent was paid in cash.
 - 2). Landlord provided documentation of the amount that rent was paid during COVID which was not accounted for by the hearing examiner.
 - 3). Rent was not increased every year as tenants swore under oath it was. (Attachment A). ***This item was continued from the October 15, 2024, Regular Rent Board Meeting.***

Charles Oshinuga

- H-2.** Appeal to Petition No. RC23-T184: Respondents/Tenants filed a petition based on excess rent charges due to unlawful rent increases and utility charges. After holding a hearing, the Hearing Examiner awarded

Charles Oshinuga

Respondents \$14,727.58. Appellant/Landlord timely filed an appeal. The summation of Appellant's appeal challenges whether the Record contained substantial evidence to warrant the Hearing Examiner's finding that Respondents met their burden in proving that Appellant collected rents in excess of the Maximum Allowable Rent (hereinafter, "MAR"). ***This item was continued from the October 15, 2024, Regular Rent Board Meeting.***

I. CONTRACTS

- I-1. APPROVE a contract, not to exceed \$75,000 with Project Sentinel to provide legal services to Richmond Landlords and Tenants. *Nicolas Traylor*

- I-2. APPROVE the contract for interpretation services with Accent on Languages not to exceed \$26,200 for Fiscal Year 2024-25 prorated from the date the contract is executed. *Nicolas Traylor*

J. RENT BOARD AS A WHOLE

- J-1. 1. DIRECTS STAFF to start the research necessary to provide credible guidelines for the Board to follow to identify appropriate donor foundations and submit a written report containing the proposed guidelines to the Board at the December 2024 Regular Meeting of the Rent Board and thereafter on a quarterly basis. 2. DIRECTS STAFF to identify in the written report all expert sources used to support the guidelines presented to the Board. For example, if Staff adopts a recommendation from the Hass Business Institute of the University of California, Berkeley, this source should be identified in full. ***This item was continued from the October 15, 2024, Regular Rent Board Meeting.*** *Board Member Dockens*

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.

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: November 20, 2024

Final Decision Date Deadline: November 20, 2024

STATEMENT OF THE ISSUE: The minutes of the August 21, 2024, Regular Meeting of the Richmond Rent Board require approval.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE the minutes of the August 21, 2024, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552). ***This item was continued from the October 15, 2024, Regular Rent Board Meeting.***

AGENDA ITEM NO:

G-1.

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RICHMOND, CALIFORNIA, August 21, 2024

The Regular Meeting of the Richmond Rent Board was called to order at 5:40 P.M.

PLEDGE TO THE FLAG

ROLL CALL

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

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

Absent: None.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

None.

PUBLIC FORUM

Cordell Hindler invited the Board and staff to attend several events in October, including the Contra Costa Mayors Conference hosted by the City of Richmond (location to be determined), the Richmond Chamber of Commerce's 100th anniversary Gala at Riggers Loft in Point Richmond, and the Rosie the Riveter Annual Gala at the Salesian Boys and Girls Club in San Pablo. He also mentioned that during the last Rent Board meeting in June, some public speakers spoke too quickly, making translation (interpretations) difficult. He suggested that speakers slow down, keep comments brief, and remain respectful to assist the interpreter.

RENT BOARD CONSENT CALENDAR

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

***F-1.** Approve the minutes of the June 28, 2024, Special Meeting of the Richmond Rent Board.

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

***F-3.** Receive the Fiscal Year 2024-25 Monthly Activity Report through July 2024.

***F-4.** Receive the Rent Program FY 2024-25 Monthly Revenue and Expenditure Report through July 2024.

REPORTS OF OFFICERS

Executive Director Nicolas Traylor reported that he has no reports.

Chair Cantor requested confirmation of the date and time for the next Rent Board Meeting held in September. Rent Board Clerk Cynthia Shaw confirmed the next meeting would be held on September 18th at 5:30 PM.

ADJOURNMENT

There being no further business, the meeting was adjourned at 5:47 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: November 20, 2024

Final Decision Date Deadline: November 20, 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

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

RECOMMENDED ACTION: RECEIVE the Fiscal Year 2024-25 Monthly Activity Report through October 2024 - Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

G-2.

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Rent Program
FY 2024-25 Monthly Activity Report

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Apr-25	Apr-25	Apr-25	May-25	Jun-25	
2		MTD ACTUAL	YTD TOTAL											
3	Public Information & Enrollment Unit													
5	Rent/Eviction Counseling Appointments By Phone	124	125	151	123	-	-	-	-	-	-	-	-	523
6	Rent/Eviction Counseling Appointments By Walk-ins	30	54	37	51	-	-	-	-	-	-	-	-	172
7	Rent/Eviction Counseling Questions Addressed By Email	293	50	138	327	-	-	-	-	-	-	-	-	808
8	TOTAL RENT/EVICTION COUNSELING APPOINTMENTS	447	229	326	501	-	-	-	-	-	-	-	-	1,503
9	Rent/Eviction Counseling Sessions Conducted in Spanish	60	30	66	50	-	-	-	-	-	-	-	-	206
10	Rent/Eviction Counseling Sessions Conducted in Mandarin	-	-	-	-	-	-	-	-	-	-	-	-	-
11	Rent/Eviction Counseling Sessions Conducted in Cantonese	-	-	-	-	-	-	-	-	-	-	-	-	-
12	Rent/Eviction Counseling Sessions Conducted in Another Language	-	-	-	-	-	-	-	-	-	-	-	-	-
13	TOTAL RENT/EVICTION COUNSELING APPOINTMENTS IN A LANGUAGE OTHER THAN ENGLISH	60	60	66	71	-	-	-	-	-	-	-	-	257
14	Legal Service Referrals	15	19	18	15	-	-	-	-	-	-	-	-	67
17	Mediations Conducted	-	-	-	-	-	-	-	-	-	-	-	-	-
18	Assists from Front Office Staff	221	211	232	179	-	-	-	-	-	-	-	-	843
19	Courtesy Compliance Letters Sent	349	-	5	267	-	-	-	-	-	-	-	-	621
20	Community Workshop Attendees	1	-	-	-	-	-	-	-	-	-	-	-	1
21	Hard Copy Rent Increase Notices Processed	61	-	-	16	-	-	-	-	-	-	-	-	77
22	Hard Copy Termination of Tenancy Notices Processed	19	-	-	14	-	-	-	-	-	-	-	-	33
24		80	-	-	30	-	-	-	-	-	-	-	-	110
25	Billing/Enrollment/Registration Counseling Appointments In-Person	-	24	12	8	-	-	-	-	-	-	-	-	44
26	Billing/Enrollment/Registration Counseling Appointments By Phone	7	44	52	17	-	-	-	-	-	-	-	-	120
27	Billing/Enrollment/Registration Counseling Questions Addressed By Email	31	21	60	4	-	-	-	-	-	-	-	-	116
28	TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS	38	65	112	21	-	-	-	-	-	-	-	-	236
29	Enrollment/Tenancy Registration Packets Mailed	-	4	-	2	-	-	-	-	-	-	-	-	6
30	Enrollment Forms Processed	51	14	18	5	-	-	-	-	-	-	-	-	88
31	Rental Housing Fee Invoices Generated	3	14,591	2,004	3	-	-	-	-	-	-	-	-	16,601
32	Checks Processed	-	24	20	-	-	-	-	-	-	-	-	-	44
33	Checks Returned	-	-	4	-	-	-	-	-	-	-	-	-	4
34	Tenancy Registrations Received	24	-	-	-	-	-	-	-	-	-	-	-	24
35	Rental Units Discovered Not in Database	3	6	7	5	-	-	-	-	-	-	-	-	21
36	Property Information Updated	146	78	11	131	-	-	-	-	-	-	-	-	366
37	Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)	119	6	23	22	-	-	-	-	-	-	-	-	170
38	Applications for Administrative Determination of Exempt/Inapplicable Status Received	4	11	-	3	-	-	-	-	-	-	-	-	18
39	Administrative Determination of Exempt/Inapplicable Status Issued	6	8	13	17	-	-	-	-	-	-	-	-	44
40	Declarations of Exemption Processed	41	2	-	-	-	-	-	-	-	-	-	-	43
41	LEGAL UNIT													
42	Public Records Act Requests Received	7	7	5	6	-	-	-	-	-	-	-	-	25
43	Owner Move-In Eviction Termination of Tenancy Notices Reviewed	2	1	-	1	-	-	-	-	-	-	-	-	4
44	Withdrawal from the Rental Market (Ellis Act) Termination of Tenancy Notices Reviewed	1	3	4	1	-	-	-	-	-	-	-	-	9
45	Substantial Repairs Termination of Tenancy Notices Reviewed	-	-	-	-	-	-	-	-	-	-	-	-	-
46	Appeal Hearings Held	-	-	-	-	-	-	-	-	-	-	-	-	-
47	HEARINGS UNIT													
50	Consultations with Hearings Unit Coordinator By Phone	10	8	4	10	-	-	-	-	-	-	-	-	32
51	Hearings-Related Questions Addressed by Email	35	22	-	19	-	-	-	-	-	-	-	-	76
52	TOTAL HEARINGS-RELATED CONSULTATIONS	45	30	4	29	-	-	-	-	-	-	-	-	108
53	MNOI Petitions Received (Attachment A)	-	-	-	-	-	-	-	-	-	-	-	-	-
54	Increased in Occupants Petitions Received (Attachment B)	-	-	-	-	-	-	-	-	-	-	-	-	-
55	Increase in Space or Services Petitions Received (Attachment C)	1	-	-	-	-	-	-	-	-	-	-	-	1
56	Restoration of Denied AGA Petitions Received (Attachment D)	-	-	-	-	-	-	-	-	-	-	-	-	-
57	Landlord Individual Rent Adjustment Petitions Received	-	-	-	-	-	-	-	-	-	-	-	-	-
58	Landlord Petition to Determine Exempt Status Received	-	-	-	-	-	-	-	-	-	-	-	-	-
59	TOTAL LANDLORD PETITIONS RECEIVED	1	-	-	-	-	-	-	-	-	-	-	-	1
60	Excess Rent or Failure to Return Sec Dep Petitions Received (Attachment A)	2	3	2	2	-	-	-	-	-	-	-	-	9
61	Decrease in Space/Services or Habitability Petitions Received (Attachment B)	4	4	4	2	-	-	-	-	-	-	-	-	14
62	Reduction in Number of Tenants Petitions Received (Attachment C)	-	-	-	-	-	-	-	-	-	-	-	-	-

Rent Program
FY 2024-25 Monthly Activity Report

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Apr-25	Apr-25	Apr-25	May-25	Jun-25	
2		MTD ACTUAL	YTD TOTAL											
63	Tenant Petition Based on Multiple Grounds	5	6	5	3	-	-	-	-	-	-	-	-	19
64	Tenant Petition for Rent Withholding Petitions Received	-	-	-	-	-	-	-	-	-	-	-	-	-
65	Tenant Petition for Failure to Pay Relocation Payment Petitions Received	4	3	2	1	-	-	-	-	-	-	-	-	10
66	TOTAL TENANT PETITIONS RECEIVED	15	16	13	8	-	-	-	-	-	-	-	-	52
67	Petition for Determination of Occupancy Status	-	-	-	-	-	-	-	-	-	-	-	-	-
68	Petition for Initial Rent Determination	-	-	-	-	-	-	-	-	-	-	-	-	-
69	Request to Expedite Hearing Process	1	-	-	-	-	-	-	-	-	-	-	-	1
70	Request for a Continuance of the Hearing Process	-	1	-	-	-	-	-	-	-	-	-	-	1
71	Subpoena(s)	-	1	-	-	-	-	-	-	-	-	-	-	1
72	TOTAL OTHER PETITIONS RECEIVED	1	2	-	-	-	-	-	-	-	-	-	-	3
73	Decisions Ordered	-	1	-	1	-	-	-	-	-	-	-	-	2
74	Cases Settled	-	4	-	7	-	-	-	-	-	-	-	-	11
75	Cases Dismissed	-	1	-	1	-	-	-	-	-	-	-	-	2
76	Petitions Withdrawn	-	-	-	-	-	-	-	-	-	-	-	-	-
77	TOTAL CASES CLOSED	-	6	-	9	-	-	-	-	-	-	-	-	15
78	Appeals Received	-	1	-	1	-	-	-	-	-	-	-	-	2
79	Total Open Cases (Tenant Petitions)	22	22	27	21	-	-	-	-	-	-	-	-	92
80	Total Open Cases (Landlord Petitions)	2	2	1	1	-	-	-	-	-	-	-	-	6
81	Total Open Cases (Other Petitions)	-	-	-	-	-	-	-	-	-	-	-	-	-
82	TOTAL OPEN CASES	24	24	28	22	-	-	-	-	-	-	-	-	98
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	-	-	-	-	-	-	-	-	-	-	-	-	-
89	Tenancy Registration Forms Processed	-	-	-	-	-	-	-	-	-	-	-	-	-
90	TOTAL RENT INCREASE NOTICES FILED	212	168	110	47	-	-	-	-	-	-	-	-	537
91	Termination of Tenancy - Nonpayment of Rent	93	15	154	180	-	-	-	-	-	-	-	-	442
92	Termination of Tenancy - Breach of Lease	6	4	7	7	-	-	-	-	-	-	-	-	24
93	Termination of Tenancy - Failure to Give Access	-	-	-	-	-	-	-	-	-	-	-	-	-
94	Termination of Tenancy - Nuisance	2	-	-	3	-	-	-	-	-	-	-	-	5
95	Termination of Tenancy - Withdrawal from the Rental Market	1	4	4	1	-	-	-	-	-	-	-	-	10
96	Termination of Tenancy - Owner Move-In	6	1	-	2	-	-	-	-	-	-	-	-	9
97	Termination of Tenancy - Substantial Repairs	-	-	-	1	-	-	-	-	-	-	-	-	1
98	Termination of Tenancy - Temporary Tenancy	-	-	-	1	-	-	-	-	-	-	-	-	1
99	TOTAL TERMINATION OF TENANCY NOTICES FILED	108	24	165	195	-	-	-	-	-	-	-	-	492
100														

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: November 20, 2024

Final Decision Date Deadline: November 20, 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

- | | | |
|---|--|--|
| <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 2024-25 Monthly Revenue and Expenditure Report through October 2024 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

G-3.

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RICHMOND RENT PROGRAM
MONTHLY REVENUE AND EXPENDITURES REPORT
FISCAL YEAR 2024-25

OBJECT	ORIGINAL BUDGET	ADOPTED BUDGET	Period 1	Period 2	Period 3	Period 4	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
			July	August	September	October				
340445 Rental Housing Fees	(3,299,011)	(3,299,011)	(28,917.00)	(783,730.20)	(880,506.80)	(559,214.23)	-	(2,252,368.23)	(1,046,642.77)	68.3%
TOTAL LICENSES, PRIMITS&FEES	(3,299,011)	(3,299,011)	(28,917.00)	(783,730.20)	(880,506.80)	(559,214.23)	-	(2,252,368.23)	(1,046,642.77)	68.3%
361701 Interest	(50,000)	(50,000)	-	-	(14,458.22)	-	-	(14,458.22)	(35,541.78)	28.9%
361705 Realized Gain	-	-	914.66	-	(668.51)	(3,200.38)	-	(2,954.23)	2,954.23	0.0%
TOTAL INTEREST & REALIZED INCOME	(50,000)	(50,000)	914.66	-	(15,126.73)	(3,200.38)	-	(17,412.45)	(32,587.55)	34.8%
364855 OTHER REV/Misc Other Re	-	-	-	-	-	-	-	-	-	0.0%
364867 Revenue from Collections Agency	(50,000)	(50,000)	-	-	-	-	-	-	(50,000.00)	0.0%
337373 Other Grants	-	-	-	-	-	-	-	-	-	0.0%
TOTAL OTHER REVENUE	(50,000)	(50,000)	-	-	-	-	-	-	(50,000.00)	0.0%
TOTAL REVENUE	(3,399,011)	(3,399,011)	(28,002.34)	(783,730.20)	(895,633.53)	(562,414.61)	-	(2,269,780.68)	(1,129,230.32)	66.8%
400001 SALARIES & WAGES/Executive	984,703	984,703	80,343.73	78,067.84	78,067.84	78,067.84	-	314,547.25	670,156.12	31.9%
400002 SALARIES & WAGES/Mgmt-Local 21	467,164	467,164	36,198.82	36,632.32	37,384.68	37,008.50	-	147,224.32	319,939.55	31.5%
400003 SALARIES & WAGES/Local 1021	360,875	360,875	23,492.68	21,992.87	20,614.68	23,492.68	-	89,592.91	271,282.09	24.8%
400006 SALARIES & WAGES/PT- Temp	47,000	47,000	2,561.11	7,247.97	5,181.09	5,370.85	-	20,361.02	26,638.98	43.3%
400031 OVERTIME/General	2,500	2,500	288.63	1,038.11	90.64	-	-	1,417.38	1,082.62	56.7%
400043 400043 OTHER PAY/Acting Pay -	-	-	-	-	935.03	1,820.90	-	2,755.93	(2,755.93)	100.0%
400048 OTHER PAY/Bilingual Pay	14,289	14,289	939.30	939.30	1,081.20	1,033.90	-	3,993.70	10,295.06	27.9%
400049 OTHER PAY/Auto Allowance	4,200	4,200	350.00	350.00	350.00	350.00	-	1,400.00	2,800.00	33.3%
400053 OTHER PAY/Pension Credi	19,694	19,694	1,586.19	1,541.58	1,541.58	1,541.58	-	6,210.93	13,483.07	31.5%
TOTAL SALARIES AND WAGES	1,900,425	1,900,425	145,760.46	147,809.99	145,246.74	148,686.25	-	587,503.44	1,312,921.56	30.9%
400103 P-ROLL BEN/Medicare Tax-ER Shr	26,457	26,457	2,106.52	2,128.07	2,087.48	2,140.10	-	8,462.17	17,994.83	32.0%
400105 P-ROLL BEN/Health Insurance Be	326,838	326,838	24,162.60	24,143.27	24,143.27	24,143.27	-	96,592.41	230,245.59	29.6%
400106 P-ROLL BEN/Dental Insurance	19,418	19,418	1,502.93	1,502.93	1,502.93	1,502.93	-	6,011.72	13,406.28	31.0%
400109 P-ROLL BEN/Employee Assistance	252	252	19.89	19.89	19.89	19.89	-	79.56	172.44	31.6%
400110 P-ROLL BEN/Professional Dev-Mg	6,750	6,750	750.00	140.57	-	-	-	890.57	5,859.43	13.2%
400111 P-ROLL BEN/Vision	2,324	2,324	180.31	180.31	180.31	180.31	-	721.24	1,602.76	31.0%
400112 P-ROLL BEN/Life Insurance	4,047	4,047	332.33	332.33	332.33	332.33	-	1,329.32	2,717.68	32.8%
400114 P-ROLL BEN/Long Term Disabilit	13,025	13,025	711.25	709.23	737.46	715.49	-	2,873.43	10,151.57	22.1%
400116 P-ROLL BEN/Unemployment Ins	6,384	6,384	608.00	608.00	608.00	608.00	-	2,432.00	3,952.00	38.1%
400117 P-ROLL BEN/Personal/Prof Dev	3,750	3,750	-	-	-	-	-	-	3,750.00	0.0%
400121 P-ROLL BEN/Worker Comp-Clerica	-	-	634.05	-	(634.05)	6,801.19	-	6,801.19	(6,801.19)	100.0%
400122 P-ROLL BEN/Worker Comp-Prof	81,614	81,614	5,097.37	-	15,306.20	-	-	20,403.57	61,210.73	25.0%
400127 P-ROLL BEN/OPEB	-	-	2,182.33	2,147.69	2,159.50	-	-	6,489.52	(6,489.52)	100.0%
400130 P-ROLL BEN/PARS Benefits	-	-	34.06	94.23	80.68	93.49	-	302.46	(302.46)	100.0%
400149 P-ROLL BEN/PERS-Misc	240,175	240,175	18,721.45	18,263.81	18,199.60	18,525.32	-	73,710.18	166,464.82	30.7%
400151 P-ROLL BEN/PERS-Misc (UAL)	274,260	274,260	24,753.82	21,222.24	21,222.24	21,222.24	-	88,420.54	185,839.46	32.2%
TOTAL FRINGE BENEFITS	1,005,294	1,005,294	81,796.91	71,492.57	85,945.84	76,284.56	-	315,519.88	689,774.42	31.4%
400201 PROF SVCS/Professional Svcs	90,700	90,700	-	425.15	825.00	2,054.10	34,795.75	3,304.25	52,600.00	42.0%
400206 PROF SVCS/Legal Serv Cost	275,000	275,000	-	16,666.00	-	33,332.00	83,330.00	49,998.00	141,672.00	48.5%
400220 PROF SVCS/Info Tech Ser	2,500	2,500	-	-	-	-	-	-	2,500.00	0.0%
400245 TRAVEL & TRNG/Tuition R	-	-	-	-	610.50	-	-	610.50	(610.50)	100.0%
400261 DUES & PUB/Memberships & Dues	2,025	2,025	-	-	-	-	-	-	2,025.00	0.0%
400263 DUES & PUB/Subscription	7,500	7,500	-	-	-	531.59	-	531.59	6,968.41	7.1%
400271 AD & PROMO/Advertising&Promo	3,000	3,000	-	-	-	649.00	-	649.00	2,351.00	21.6%
400280 ADM EXP/Program Supplies	6,881	6,881	-	172.80	-	1,014.23	-	1,187.03	5,693.97	17.3%
TOTAL PROF & ADMIN SERVICES	387,606	387,606	-	17,263.95	1,435.50	37,580.92	118,125.75	56,280.37	213,199.88	45.0%
400231 OFF EXP/Postage & Mailing	30,000	30,000	3,280.95	347.07	-	8,550.42	-	12,178.44	17,821.56	0.0%
400232 OFF EXP/Printing & Binding	30,000	30,000	-	-	-	2,091.90	-	2,091.90	27,908.10	7.0%
400304 RENTAL EXP/Equipment Rental	9,000	9,000	-	-	-	1,679.19	7,320.81	1,679.19	-	100.0%
400338 Recognition	300	300	-	-	-	-	-	-	300.00	0.0%
400341 OFF SUPP/Office Supplies	8,000	8,000	-	731.76	(330.84)	720.26	-	1,121.18	6,878.82	14.0%
TOTAL OTHER OPERATING	77,300	77,300	3,280.95	1,078.83	(330.84)	13,041.77	7,320.81	17,070.71	52,908.48	31.6%
400401 UTILITIES/Tel & Telegraph	500	500	-	-	-	-	-	-	500.00	0.0%
TOTAL UTILITIES	500	500	-	-	-	-	-	-	500.00	0.0%
400552 PROV FR INS LOSS/Ins Gen Liab	9,500	9,500	-	-	8,500.00	-	-	8,500.00	1,000.00	89.5%
TOTAL PROVISION FOR INS LOSS	9,500	9,500	-	-	8,500.00	-	-	8,500.00	1,000.00	89.5%
400574 COST POOL/(ISF)-Gen Liability	99,980	99,980	8,328.29	8,332.00	8,332.00	8,332.00	-	33,324.29	66,656.00	33.3%
400586 COST POOL/(CAP)- Admin Charges	52,481	52,481	4,378.00	4,373.00	4,373.00	4,373.00	-	17,497.00	34,984.00	33.3%
400591 COST POOL/(IND)Civic Ctr Alloc	56,315	56,315	4,692.00	4,693.00	4,693.00	4,693.00	-	18,771.00	37,544.00	33.3%
TOTAL COST POOL	208,776	208,776	17,398.29	17,398.00	17,398.00	17,398.00	-	69,592.29	139,184.00	33.3%
391994 391994 TRANSFER IN/From Gen Fund	(290,391)	(290,391)	(24,190.59)	(24,200.00)	(24,200.00)	(24,200.00)	-	(96,790.59)	(193,600.00)	33.3%
90 OPER XFERS IN	(290,391)	(290,391)	(24,190.59)	(24,200.00)	(24,200.00)	(24,200.00)	-	(96,790.59)	(193,600.00)	33.3%
TOTAL EXPENDITURES	3,299,011	3,299,011	224,046.02	230,843.34	233,995.24	268,791.50	125,446.56	957,676.10	2,215,888.34	32.8%
NET OPERATING (SURPLUS)/DEFICIT	(100,000)	(100,000)	196,043.68	-52,886.86	-661,638.29	-293,623.11	125,446.56	-1,312,104.58	1,086,658.02	1186.7%
CASH BALANCE			1,385,693.52	1,709,724.80	2,634,174.70	2,928,898.31				

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: November 20, 2024

Final Decision Date Deadline: November 20, 2024

STATEMENT OF THE ISSUE: As part of the Fiscal Year 2021-22 budget development process, management staff consulted with Kevin Harper, CPA, to implement a series of budgetary best practices for the Rent Program and Rent Board. As Kevin Harper advised in his March 12, 2020, memorandum, "a key element of an effective budget process is monitoring actual results against the budget throughout the year. This is done on a quarterly basis to allow management time to make adjustments if necessary to expenditures, policies or operations." In accordance with Kevin Harper's advice, staff members have prepared the report for the first quarter ending September 30, 2024, for the Board's receipt.

INDICATE APPROPRIATE BODY

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

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

RECOMMENDED ACTION: RECEIVE the Budgeted versus Actual Revenue and Expenditures Report for the first quarter ending September 30, 2024 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

G-4.

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RICHMOND RENT PROGRAM
 BUDGET VS ACTUAL REPORT - REVENUES AND EXPENDITURES
 QUARTER ENDED SEPTEMBER 30, 2024

	QUARTER ENDED for 9/30/2024			YEAR-TO-DATE as of 9/30/2024			VARIANCE EXPLANATION (a)
	BUDGET	ACTUAL	VARIANCE	BUDGET	ACTUAL	VARIANCE	
REVENUES							
Fees (includes revenue from collections agency)	\$ (1,814,456)	\$ (1,693,154)	\$ 121,302	\$ (1,814,456)	\$ (1,693,154)	\$ 121,302	
Other Income	(25,000)	(14,212)	10,788	(25,000)	(14,212)	10,788	Collection efforts have not begun, invoices are still due from initial billing
TOTAL REVENUES	(1,839,456)	(1,707,366)	132,090	(1,839,456)	(1,707,366)	132,090	
EXPENDITURES							
Salaries & Wages							
SALARIES & WAGES/Executive	246,176	236,479	9,696	246,176	236,479	9,696	
SALARIES & WAGES/Mgmt.-Local 21	116,791	110,216	6,575	116,791	110,216	6,575	
SALARIES & WAGES/Local 1021	90,219	66,100	24,119	90,219	66,100	24,119	Office Trainee hire to Q2 of FY2024-25, awaiting Council approval
SALARIES & WAGES/PT- Temp	11,750	14,990	(3,240)	11,750	14,990	(3,240)	Additional intern hired to assist with front desk help due to the vacancy of an Office Trainee
OVERTIME/General	625	1,417	(792)	625	1,417	(792)	Overtime needed in August and September for invoicing
OTHER PAY/Bilingual Pay	3,572	2,814	759	3,572	2,814	759	
OTHER PAY/Auto Allowance	1,050	1,781	(731)	1,050	1,781	(731)	Researching charges for Object number
OTHER PAY/Pension Credit	4,924	3,478	1,446	4,924	3,478	1,446	Rate increased did not take effect for Executive staff
OTHER PAY/Bonuses	-	1,542	(1,542)	-	1,542	(1,542)	Researching charges for Object number
Subtotal Salaries & Wages	475,106	438,817	36,289	475,106	438,817	36,289	
Benefits							
P-ROLL BEN/Medicare Tax-ER Shri	6,614	6,322	292	6,614	6,322	292	
P-ROLL BEN/Health Insurance Benefit	81,710	72,449	9,260	81,710	72,449	9,260	
P-ROLL BEN/Dental Insurance	4,855	4,509	346	4,855	4,509	346	
P-ROLL BEN/Employee Assistance	63	60	3	63	60	3	
P-ROLL BEN/Professional Dev-Mg	1,688	891	797	1,688	891	797	Staff utilized less professional development allocated for the fiscal year
P-ROLL BEN/Vision	581	541	40	581	541	40	
P-ROLL BEN/Life Insurance	1,012	997	15	1,012	997	15	
P-ROLL BEN/Long Term Disability	3,256	2,158	1,098	3,256	2,158	1,098	Less LTD Insurance paid and budgeted by Finance
P-ROLL BEN/Unemployment Ins	1,596	1,824	(228)	1,596	1,824	(228)	
P-ROLL BEN/Personal/Prof Dev	938	-	938	938	-	938	Staff utilized less professional development allocated for the fiscal year
P-ROLL BEN/Worker Comp-Clerical	-	-	-	-	-	-	Worker Comp actual amount increased at a hire rate than budgeted by City Finance and HR, cost negotiated with City
P-ROLL BEN/Worker Comp-Prof	20,404	20,404	0	20,404	20,404	0	
P-ROLL BEN/OPPEB	-	6,490	(6,490)	-	6,490	(6,490)	OPPEB was not budgeted by HR and Finance
P-ROLL BEN/PARS Benefits	-	209	(209)	-	209	(209)	PARS charge was not originally budgeted by HR and Finance
P-ROLL BEN/PERS-Misc.	60,044	55,185	4,859	60,044	55,185	4,859	
P-ROLL BEN/PERS-Misc. (UAL)	68,565	67,198	1,367	68,565	67,198	1,367	
Subtotal Benefits	251,324	239,235	12,088	251,324	239,235	12,088	
Professional & Administrative Services							
PROF SVCS/Professional Sacs	22,675	1,250	21,425	22,675	1,250	21,425	Canceled Board Meetings and reclass required for temporary services
PROF SVCS/Legal Serv Cost	68,750	16,666	52,084	68,750	16,666	52,084	Legal Service Cost have been encumbered and not yet charged to Program, contract negotiation with agency
PROF SVCS/Info Tech Ser	625	-	625	625	-	625	City has not charged the Program for the annual TRAKIT fee
TRAVEL & TRNG/Tuition R	-	611	(611)	-	611	(611)	Staff budgeted in P-ROLL BEN/Professional Dev-Mg
DUES & PUB/Memberships & Dues	506	-	506	506	-	506	Staff did not utilize dues in current quarter
DUES & PUB/Memberships & Dues	1,875	-	1,875	1,875	-	1,875	Staff did not utilize dues in current quarter
Ad & Promo/Advertising & Promo Materials	750	-	750	750	-	750	Printing is beginning for Guide and City has not charged Program for invoicing
Adm Exp/Program Supplies	1,720	173	1,547	1,720	173	1,547	City has not charged Program for invoicing
Subtotal Professional, Travel, & Admin Services	96,902	18,699	78,202	96,902	18,699	78,202	
Other Operating Expenditures							
OFF EXP/Postage & Mailing	7,500	3,628	3,872	7,500	3,628	3,872	Guides have not been sent in current quarter
OFF EXP/Printing & Binding	7,500	-	7,500	7,500	-	7,500	City has not charged Program for invoicing
RENTAL EXP/Equipment Rental	2,250	-	2,250	2,250	-	2,250	Full charges for copier shared with the City have not been charged to the Program
RECOGNITION	75	-	75	75	-	75	No charges for Recognition in the current quarter
OFF SUPP/Office Supplies	2,000	401	1,599	2,000	401	1,599	Less office supplies purchased in current quarter
UTILITIES/Tel & Telegraph	125	-	125	125	-	125	Expenditures for line item have not been utilized in current quarter
PROV FR INS LOSS/Ins Gen Liability	2,375	8,500	(6,125)	2,375	8,500	(6,125)	Annual invoice paid at the beginning of the fiscal year
COST POOL/(ISF)-Gen Liability	24,995	24,992	3	24,995	24,992	3	
COST POOL/(CAP)- Admin Charges	13,120	13,124	(4)	13,120	13,124	(4)	
COST POOL/(IND)Civic Ctr Alok	14,079	14,078	1	14,079	14,078	1	
90 OPER XFERS IN	(72,598)	(72,591)	(7)	(72,598)	(72,591)	(7)	
Subtotal Other Operating Expenditures	1,421	(7,867)	9,289	1,421	(7,867)	9,289	
TOTAL EXPENDITURES	824,753	688,885	135,868	824,753	688,885	135,868	
NET (REVENUES) TO EXPENDITURES	\$ (1,014,703)	\$ (1,018,481)	\$ 3,778	\$ (1,014,703)	\$ (1,018,481)	\$ 3,778	

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

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: November 20, 2024

Final Decision Date Deadline: November 20, 2024

STATEMENT OF THE ISSUE: At its April 17, 2024, meeting, the Rent Board directed staff to amend Regulation 322, to include language indicating that individual Rent Board Members, or the Rent Board, may submit agenda items and agenda reports. Consequently, staff now presents amended Regulation 322, for the Rent Board's 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> | |

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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 amended Regulation 322 to include language that clarifies that Rent Board members, or the Rent Board, may submit agenda item and agenda reports. (Nicolas Traylor/Fred Tran – 620-6564). ***This item was continued from the October 15, 2024, Regular Rent Board Meeting.***

AGENDA ITEM NO:

G-5.

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AGENDA REPORT

DATE: November 20, 2024

TO: Chair Cantor and Members of the Rent Board

FROM: Palomar Sanchez, Staff Attorney
Nicolas Traylor, Executive Director

SUBJECT: AMEND REGULATION 322 TO CLARIFY THAT RENT BOARD MEMBERS MAY SUBMIT AGENDA ITEMS AND AGENDA REPORTS

STATEMENT OF THE ISSUE:

At its April 17, 2024, meeting, the Rent Board directed staff to amend Regulation 322, to include language indicating that individual Rent Board Members, or the Rent Board, may submit agenda items and agenda reports. Consequently, staff now presents amended Regulation 322, for the Rent Board's approval.

RECOMMENDED ACTION:

APPROVE amended Regulation 322 to include language that clarifies that Rent Board members, or the Rent Board, may submit agenda item and agenda reports. (Nicolas Traylor/Fred Tran – 620-6564).

FISCAL IMPACT:

There is no fiscal impact for this item.

DISCUSSION:

Inherent in a legislative body's power is the ability for individual members of the body to submit their own agenda item. The Rent Board is no exception. In fact, members of the current iteration of the Rent Board have on a few occasions, submitted their own agenda items.

On April 17, 2024, the Rent Board directed staff to include language in its regulations that stated individual Rent Board members, or the Rent Board, may submit their own agenda items and agenda reports. Consequently, staff has added the requested amendments to Regulation 322, and presented the amendments to the Rent Board for its consideration at the May 15, 2024 meeting. There was an additional amendment

ITEM G-5

recommended at the meeting to remove “or the Rent Board” under Section 322 (a). Per General Counsel, the Item must be brought back for approval at a following meeting due the change being substantive. The Item can be agendaized on the Consent Calendar for approval.

DOCUMENTS ATTACHED:

Attachment 1 - Regulation 322 Redline Version

Attachment 2 - Regulation 322 Clean Version

322. Consideration of Agenda Items

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

[Amended (DATE)]

322. Consideration of Agenda Items

The Board will ordinarily consider agenda items in the following order, unless otherwise specified by the Board:

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

[Amended (DATE)]

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: November 20, 2024

Final Decision Date Deadline: November 20, 2024

STATEMENT OF THE ISSUE: Under Richmond Municipal Code 11.100.060(n) Budget, each year, before July 1st, the Board is mandated to conduct a public hearing on the proposed budget and to formally adopt an annual budget for the upcoming fiscal year. No later than 35 days before the fiscal year begins, the Executive Director must present the proposed budget to the Board. Following a thorough review and any necessary revisions, the Board will schedule the public hearing and ensure that a notice is published in the official newspaper at least 10 days prior to the hearing. The issue before the Rent Board is to identify and select the official newspaper for publishing Rent Board public hearings as required by the Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance. Both the City of Richmond and the Richmond Rent Program currently utilize the West County Times as the newspaper for publishing notices of public hearings for adoption of their respective annual budgets and legal notices. At the May 15, 2024, Regular Meeting of the Rent Board, the Board directed staff to create a Note to Reader section of the Rent Board Regulations following the Table of Contents and to compose appropriate language to identify the Official Newspaper of 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

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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: Staff recommend that the Rent Board adopt the following: Add to the Note to Reader Section of the Rent Board Regulations following the Table of Contents and appropriate language in that section that: The West County Times is designated as the official newspaper for publishing notices of public hearings and legal notices, unless specified otherwise by the Executive Director. (Nicolas Traylor – 620-6564). ***This item was continued from the October 15, 2024, Regular Rent Board Meeting.***

AGENDA ITEM NO:

G-6.

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AGENDA REPORT

DATE: November 20, 2024

TO: Chair Cantor and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: Selecting Official Rent Program Newspaper

STATEMENT OF THE ISSUE:

Under Richmond Municipal Code 11.100.060(n) Budget, each year, before July 1st, the Board is mandated to conduct a public hearing on the proposed budget and to formally adopt an annual budget for the upcoming fiscal year. No later than 35 days before the fiscal year begins, the Executive Director must present the proposed budget to the Board. Following a thorough review and any necessary revisions, the Board will schedule the public hearing and ensure that a notice is published in the official newspaper at least 10 days prior to the hearing. The issue before the Rent Board is to identify and select the official newspaper for publishing Rent Board public hearings as required by the Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance. Both the City of Richmond and the Richmond Rent Program currently utilize the West County Times as the newspaper for publishing notices of public hearings for adoption of their respective annual budgets and legal notices. At the May 15, 2024, Regular Meeting of the Rent Board, the Board directed staff to create a Note to Reader section of the Rent Board Regulations following the Table of Contents and to compose appropriate language to identify the Official Newspaper of the Rent Board.

RECOMMENDED ACTION:

Staff recommend that the Rent Board adopt the following: Add to the Note to Reader Section of the Rent Board Regulations following the Table of Contents and appropriate language in that section that: The West County Times is designated as the official newspaper for publishing notices of public hearings and legal notices, unless specified otherwise by the Executive Director.

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Background

Richmond Municipal Code 11.100.060(n) requires that the Board hold a public hearing on the proposed budget for formal adoption. The Rent Ordinance also requires that the budget hearing be notices in “the official newspaper”. There is no definition of “the official newspaper” listed in the Rent Ordinance. It is important to note that it is a legal requirement under the Rent Ordinance to notice the public regarding the proposed annual Rent Program budget and other public hearings and legal notices. This legal requirement is in place to ensure the public is noticed with the opportunity and ability to provide feedback and comment on the Rent Program’s budget.

Identifying an official newspaper will provide the community a direct source to locate public hearings and legal notices from the Rent Program. Having an established official newspaper will save the public time. The members of the public will no longer need to search through multiple periodicals or various media sources to find published items.

Purpose

The drafters of the Rent Ordinance presumably left this definition to be vague to allow the Board and/or staff to choose which newspaper would best suit its needs to reach the broadest possible audience of Richmond Landlords, Tenants and representatives thereof. During the Rent Program’s first budget cycle in fiscal year 2017-18, in line with the City of Richmond’s practice, Rent Program executive staff elected to use the West County Times as the newspaper for publishing the notice of the annual budget public hearing.

Identifying the Official Newspaper of the Richmond Rent Board

To date, neither the City of Richmond nor the Rent Program has not officially identified a newspaper as its “official” publication. The City of Richmond Municipal Code has no language requiring the City to make such a designation. The decision to utilize a particular newspaper is left for City Management to decide. Giving the City Manager the ability to designate the official newspaper provides for flexibility to pivot and redesignate which newspaper use in the case that the official newspaper goes defunct around the time the City is required to provide public notice, if the turnaround time for publishing changes significantly due to unforeseen circumstances, or another better alternative newspaper arises that can better reach Richmond during a crucial noticing period. Because the Rent Ordinance explicitly states that the Rent Board will publish notices in” the Official Newspaper”, the Board is tasked with selecting a newspaper. Staff recommend however, that the Board approve language giving the Executive Director ability to redesignate the official newspaper in cases where a quick pivot is necessary to meet legal deadlines.

The City of Richmond has historically used the West County Times as the newspaper it uses to notice public hearing notices. According to the City Clerks’ Office, the West County Times was chosen as it is the local (regional) newspaper with the largest

ITEM G-6

circulation in the Richmond. The Board is not required to utilize the West County Times, simply because it has the largest circulation. However, it is important to bear in mind that while approximately 27% of Richmond Landlords live in Richmond, about 88% of Richmond Landlords live in the surrounding Bay Area¹. Thus, using a local newspaper that only circulates in Richmond or certain neighborhoods in Richmond, would fail to reach as many Richmond Landlords as it would Richmond Tenants.

1. Source: 2018-10 Rent Program Annual Report

Proposed Language Identifying the Official Newspaper of the Richmond Rent Board in the Note to Reader Section of the Rent Board Regulation Table of Contents

The West County Times is designated as the official newspaper of the Rent Board for publishing notices of public hearings and legal notices, unless specified otherwise by the Executive Director.

¹

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CONSIDERATION OF APPEALS

ITEM H-1:

Appeal to Petition No. RC23-T176: Respondents/Tenants filed a petition based on excess rent charges and decrease of services due to various habitability issues. After holding a hearing, the Hearing Examiner awarded Respondents \$37,369.43. Appellants/Landlords timely filed an appeal, only challenging those portions of the Hearing Examiner's Decision that awarded Respondents \$24,574.05, due to excess rent charges. Specifically, the Hearing Examiner found that Respondents met their burden in demonstrating the proper amount of their Base Rent, and the amount of overage payments they made to Appellant. On appeal, Appellant contends the following:

- 1). Tenant's proof that rent was paid during COVID is not sufficient, Landlord indeed refute[d] [sic] the testimony provided by the tenants that the unpaid rent was paid in cash.
- 2). Landlord provided documentation of the amount that rent was paid during COVID which was not accounted for by the hearing examiner.
- 3). Rent was not increased every year as tenants swore under oath it was. (Attachment A).

This item was continued from the October 15, 2024, Regular Rent Board Meeting.

CONSIDERATION OF APPEALS

ITEM H-2:

Appeal to Petition No. RC23-T184: Respondents/Tenants filed a petition based on excess rent charges due to unlawful rent increases and utility charges. After holding a hearing, the Hearing Examiner awarded Respondents \$14,727.58. Appellant/Landlord timely filed an appeal. The summation of Appellant's appeal challenges whether the Record contained substantial evidence to warrant the Hearing Examiner's finding that Respondents met their burden in proving that Appellant collected rents in excess of the Maximum Allowable Rent (hereinafter, "MAR"). ***This item was continued from the October 15, 2024, Regular Rent Board Meeting.***

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: November 20, 2024

Final Decision Date Deadline: November 20, 2024

STATEMENT OF THE ISSUE: At the June 26, 2023, Special Meeting of the Richmond Rent Board, the Board approved the Fiscal Year 2023-24 Rent Program budget. The approved budget included \$75,000 to fund legal services to Richmond Landlords and Tenants. Of particular note was the Board's desire to address the many situations observed by Rent Program staff, where small rental property owners would attempt to terminate tenancies without proper legal advice resulting in improper eviction tactics, which lead to claims of harassment and illegal evictions. Such tactics can escalate into costly mistakes that threaten the financial stability of both the small property owners and their tenants. Furthermore, in June of 2023, the contract with Bay Area Legal Aid ended, creating a gap in legal services available for Richmond Landlord and Tenants. After conducting a Request for Proposals in November of 2023 with no potential vendors bidding, the Rent Program reached out to Project Sentinel to discuss a proposed contract to provide legal services to Richmond Landlords and Tenants. After several meetings to discuss a proposed legal services program, the Rent Program and Project Sentinel have negotiated a contract that will provide up to 20 hours a week for an attorney to provide one-on-one legal services. 4 service activities include: (1) Legal Advice, Consultation and Preparation; (2) Written Legal services; (3) Negotiation and Settlement; and (4) Other Resources.

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:
- Contracts Rent Board As Whole
- Grant Application/Acceptance Claims Filed Against City of Richmond
- Resolution Video/PowerPoint Presentation (contact KCRT @ 620.6759)

RECOMMENDED ACTION: APPROVE a contract, not to exceed \$75,000 with Project Sentinel to provide legal services to Richmond Landlords and Tenants. (Nicolas Traylor/Fred Tran – 620-6564).

AGENDA ITEM NO:

I-1.

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AGENDA REPORT

DATE: November 20, 2024

TO: Chair Cantor and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: Contract with Project Sentinel to Provide Legal Services to Richmond Landlords and Tenants

STATEMENT OF THE ISSUE:

At the June 26, 2023, Special Meeting of the Richmond Rent Board, the Board approved the Fiscal Year 2023-24 Rent Program budget. The approved budget included \$75,000 to fund legal services to Richmond Landlords and Tenants. Of particular note was the Board's desire to address the many situations observed by Rent Program staff, where small rental property owners would attempt to terminate tenancies without proper legal advice resulting in improper eviction tactics, which lead to claims of harassment and illegal evictions. Such tactics can escalate into costly mistakes that threaten the financial stability of both the small property owners and their tenants. Furthermore, in June of 2023, the contract with Bay Area Legal Aid ended, creating a gap in legal services available for Richmond Landlord and Tenants. After conducting a Request for Proposals in November of 2023 with no potential vendors bidding, the Rent Program reached out to Project Sentinel to discuss a proposed contract to provide legal services to Richmond Landlords and Tenants. After several meetings to discuss a proposed legal services program, the Rent Program and Project Sentinel have negotiated a contract that will provide up to 20 hours a week for an attorney to provide one-on-one legal services. 4 service activities include: (1) Legal Advice, Consultation and Preparation; (2) Written Legal services; (3) Negotiation and Settlement; and (4) Other Resources.

RECOMMENDED ACTION:

APPROVE a contract, not to exceed \$75,000 with Project Sentinel to provide legal services to Richmond Landlords and Tenants.

FISCAL IMPACT: The proposed contract will not exceed \$75,000 per fiscal year. Since the contract would commence after July 1, funding shall be prorated from the time the contract begins until the end of the fiscal year.

DISCUSSION:

Background

At the May 15, 2023, Regular Meeting of the Rent Board, Executive Director, Nicolas Traylor, presented as one of the agency “Program Development” goals for fiscal year 2023-24 to provide legal services to Richmond Landlords and Tenants. The proposed legal service had been contemplated by some Rent Board members in previous fiscal years after hearing from Richmond landlords speaking at public comment. Richmond landlords, (particularly small rental property owners, who make up about 88% of all Richmond landlords) needed legal support to improve enforcement of and compliance with the Richmond Rent Ordinance.

Proposed Landlord/Tenant Legal Services Program Aligns with the Richmond Rent Ordinance

The purpose of the Richmond Rent Ordinance is to promote neighborhood and community stability, healthy house and affordability, through the regulating of those Landlord/Tenant matters that reasonably relate to rents and evictions, while ensuring a Landlord right to a fair return. Enforcement of the Rent Ordinance necessitates Richmond Landlords who understand and follow the requirements of the Rent Ordinance. Providing legal services to both Richmond Landlords and Tenants, including legal advice helps both the Landlord and the Tenant from violating the law, avoiding costly mistakes that result from poorly informed, and inadequately strategized decision-making with significant legal implications around Landlord/Tenant matters relating to rents and evictions.

The proposed Landlord/Tenant Legal Services Program would align with the above stated purpose of the Rent Ordinance to provide legal support for both Landlord and Tenants to improve compliance and enforcement of the Rent Ordinance. Rent Program staff are prohibited from providing legal advice to either Landlord and Tenants and advocate for either party. Giving out legal advice means offering guidance or recommendations on how a person should handle a specific legal situation or issue based on the law. Legal advice often involves interpreting laws, explaining rights and obligations, and recommending actions for a particular case. It requires a deep understanding of the law and is usually provided by a licensed attorney. While Rent Program staff can provide legal information about the law or legal procedures that is not specific to anyone’s situation, they cannot tell a Landlord or Tenant what to do or provide strategy in a legal case or situation. While, the proposed Landlord/Tenant Legal Services Program would not entail the contracted attorney representing either party in court, it would require providing legal assistance that would help mitigate legal disputes. The proposed program makes available the following scope of services as described in Exhibit A of the contract:

A dedicated 20-hour a week contracted attorney to be jointly interviewed, hired, and trained by Project Sentinel and the Rent Program would perform the following activities:

1. **Activity No. 1 - Legal Advice and Consultation**

- a. Contractor shall provide consultations, legal advice, and legal advocacy on pertinent legal issues and procedures that implicate the Fair Rent, Just Cause, and Homeowner Protection Ordinance (hereinafter, "Rent Ordinance"). "Legal issues" shall mean those issues that reasonably relate to the regulatory purpose of the Rent Ordinance. The regulatory purpose the Rent Ordinance is to regulate those landlord/tenant matters that reasonably concern rents and/or evictions, while maintaining a landlord's right to a Fair Return. These issues include, but are not limited to the following: evictions, rent, habitability, security deposits, relocation, etc.
- b. Contractor shall provide consultations and legal advice to eligible participants concerning Notices of Termination and/or Unlawful Detainers. Such legal advice may concern issues related to statutory requirements concerning Notices of Termination, explanation of the Unlawful Detainer process, substantive requirements of proof in an Unlawful Detainer proceeding, etc. The Contractor, may, but is not required to advise on the strength or weakness of a Notice of Termination and/or Unlawful Detainer. Moreover, Contractor, may, but is not required to, aid an eligible participant in preparing for an Unlawful Detainer court appearance.

2. Activity No. 2 - Written Legal Services

- a. Contractor shall provide letter writing services to eligible participants. Writing services shall be limited to those instances where an eligible participant is seeking to inform either a Landlord/Tenant of their rights and obligations under the Rent Ordinance and other related laws. Any letter sent on behalf of an eligible participant shall include both a succinct recitation of the pertinent facts, and correct citations of law. Contractor is not required to respond to any letter received in response to the Contractor's initial letter. Finally, Contractor shall avoid any conflicts of interest that may arise while dealing with the parties.
- b. Contractor shall assist eligible participants in preparing and reviewing Rent Board required documents. Such documents shall include but are not limited to, Rent Program petitions, rent increase notices, registration forms, etc. Notwithstanding the above, Contractor shall have the discretion to refuse or assist in the preparation and/review of Maintenance of Net Operating Income Forms.

3. Activity No. 3 - Negotiation and Settlement

- a. Occasionally, the Rent Program may refer to Contractor a mediation matter. Contractor shall mediate only those matters referred to Contractor for mediation. Where contractor mediates a matter, such mediation must be completed within four hours. If the contractor deems it necessary, the Contractor may ask the Executive Director to extend the mediation to a

length not to exceed an additional 4hrs. If mediation cannot be completed within 8hrs, Contractor shall inform the parties that the mediation is terminated without resolution. Prior to releasing the parties, Contractor shall inform the parties of any existing rights they may have under the administrative process of the Rent Board. Where mediation is conducted, Contractor is prohibited from mediating the following issues:

- Cases where an eviction notice has been filed or served on a Tenant.
- Relocation Payment amounts cannot be negotiated below the required level.
- Maximum Allowable Rent, unless otherwise authorized to do so by the Executive Director.
- Buyout Agreements, Cash for Keys, or other instances concerning the tenant permanently vacating the Rental Unit.
- Subtenant/Master-Tenant conflicts, unless the landlord is a party to the issue.
- If at any time either party is represented by an attorney.

4. **Activity No. 4 - Other Resources**

- a. Contractor may provide referrals to participants where, in the Contractor's judgment, additional or more appropriate resources are required. This includes but is not limited to guidance on where to find more assistance such as legal aid organizations, pro-bon service or how to find and procure private law firms and/or attorneys.

A. **Dedicated Legal Capacity**

Contractor shall provide an Attorney that shall have the full-time equivalent of a 0.5 FTE (Based on a 37.5-hour work week which results in approximately 20 hours per week) dedicated to Richmond cases to fulfill the terms of this agreement and serve eligible participants.

B. **Training and Approval**

Prior to commencing services, Attorney must be interviewed by Rent Program Legal Staff for review of qualifications and experience required for Activities outlined above. Additionally, attorney shall participate in an initial training program led by Rent Program Legal Staff. Such training shall include an overview of Rent Program Services, Rent Ordinance, and Rent Board Regulations. Ongoing training may be required or requested as necessary.

C. **Limitations and Parameters for Legal Services**

1. Contractor's initial services are by appointment only and must be initiated through a Rent Program referral. Referrals may only be obtained after speaking to designated Rent Program staff.
2. Participants must sign a waiver form with a disclaimer developed by Contractor

and approved by the Executive Director, prior to receiving services. The disclaimer shall state that the Attorney is not their personal or full-time attorney and is only providing a limited service that does not go beyond their scheduled and agreed upon session(s). The waiver form must be signed prior to any appointment being scheduled and shall be part of the intake process conducted by Rent Program housing counselors.

3. Sessions are limited to 45 minutes but may be extended at the discretion of the assigned attorney.
4. Participants are generally limited to two (2) sessions per month. However, the assigned attorney retains discretion to provide additional sessions as they deem necessary.
5. Under no circumstance shall the attorney allow any participant(s) to reserve and/or use their time unreasonably to the exclusion of others. Attorney shall, at all times, attempt to serve as many participants as possible in a fair and equitable manner.
6. Attorney shall avoid conflicts of interest that may arise when providing legal services to eligible participants.
7. Attorney has discretion to end any session or discontinue service at any time so long as basis for severance is reasonable.

D. Measurement

To measure the success of this service plan, Contractor will track the following:

1. The number of participants (which includes unduplicated and duplicated participants) served during the duration of this Contract.
2. The categories of encountered legal issues, service provided concerning the legal issue, and if known, the outcome of those issues.
3. Approximate duration (minutes/hours) of performing each of the services rendered on behalf of the eligible participant.
4. Type of property (Single Family home, multi-unit, etc., rent control or partially controlled).
5. For each eligible participant, Whether they are a landlord, tenant, or representative/advocate thereof, address, race/ethnicity (optional), language or other access to justice issues, monthly income and source, household size information (for tenant participants), monthly rent (of tenant), security deposit, last time rent was paid/accepted, the type of notice the Tenant received, a description of the housing problem, and the client's goals. These reports shall have client names, addresses and other key identifying information redacted as necessary to preserve attorney/client privilege and client confidentiality.
6. The Rent Program reserves the right to dispute and request further documentation and/or clarification regarding reported hours if they appear

unreasonable or otherwise not in conformance with the goals and requirements of this contract.

E. Reports

1. Contractor shall submit monthly reports (attached to all invoices) detailing the number of eligible participants served and pertinent data regarding their properties (for Landlords) or tenancies (for Tenants), and demographics (such as race/ethnicity). Such reports should summarize which activity (i.e. Activity 1 through 4) were performed and what was the legal issue or inquiry. These reports shall have client names and addresses redacted to preserve attorney/client privilege, with full records maintained at Contractors' office for review if necessary.
2. At a minimum, Attorney shall meet each quarter (every 3 months) with Rent Program staff to review progress of program and services. The Executive Director may require Attorney to meet more than once within a three (3) month period.
3. Upon request from Rent Program's management team, contractors shall conduct at least one presentation annually prior to the expiration of the current contract to the Richmond Rent Board when the Board votes to renew the Contract that reports on the full scope of services and to respond to questions the Board may have.

Background on Project Sentinel

Project Sentinel (www.housing.org), based in Santa Clara, California, is a nonprofit organization dedicated to promoting fair housing and resolving housing-related disputes. Their mission is to assist individuals and communities in preventing housing discrimination and ensuring compliance with fair housing laws. They focus on fostering equal opportunity in housing by educating both tenants and landlords about their rights and responsibilities under federal, state, and local fair housing regulations.

Project Sentinel works with several cities across Northern California, particularly in the San Francisco Bay Area and surrounding regions. Some of the key cities and areas they serve include:

- Santa Clara
- San José (has rent ordinance/Rent Program)
- Palo Alto
- Mountain View (has rent ordinance/Rent Program)
- Sunnyvale
- Gilroy
- Redwood City
- Milpitas

- Fremont
- Union City
- Cupertino
- Daly City
- Menlo Park

Project Sentinel currently works with several local jurisdictions that have rent control and just cause for eviction ordinances, providing a variety of services, including mediation, dispute resolution, and legal and public information services for landlords and tenants.

Proposed Timeline

Upon approval by the Board, the Landlord/Tenant Legal Services Program is anticipated to start in January of 2025. Before legal services can be provided, the Rent Program requires approximately 4-6 weeks for training, creation of internal processes and procedures, developing forms, and completing other essential start-up tasks.

DOCUMENTS ATTACHED:

Attachment 1 – Contract with Project Sentinel to provide Landlord/Tenant Legal Services

Attachment 2 –Project Sentinel website homepage

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**CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT**

**ITEM I-1
ATTACHMENT 1**

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: PR No:	P.O./Contract No:
Description of Services: Attorney to provide legal services to Richmond Landlords and Tenants.	

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

- 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: Project Sentinel

Street Address:

City, State, Zip Code:

Contact Person:

Telephone:

Email:

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:] _____

- Term. The effective date of this Contract is **November 2024**, and it terminates June 30, 2025, unless terminated as provided herein.
- Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$75,000. 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.
- 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.
- 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

CONTRACTOR:

By: _____

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

Title: Executive Director

By: _____

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

Title: _____

Date Signed: _____

By: _____

Board Clerk

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

Approved as to form:

By: _____

By: _____

Title: _____

Board General Counsel

Date Signed: _____

(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**

A. **Scope of Services:**

For purposes of this Service plan an eligible participant shall be a tenant who currently rents rental property in Richmond or a rental property owner who currently owns and operates rental property in Richmond. For all Activities below, Contractor shall provide services within the parameters as outline in Section 1(a). Contractor shall employ an attorney licensed in the State of California to provide and perform the services in a satisfactory and proper manner as determined by either **the RENT BOARD and/or Executive Director of the Richmond Rent Program**, and in accordance with the terms and conditions of this Contract, as described below:

1. **Activity No. 1 - Legal Advice and Consultation**

- a. Contractor shall provide consultations, legal advice, and legal advocacy on pertinent legal issues and procedures that implicate the Fair Rent, Just Cause, and Homeowner Protection Ordinance (hereinafter, "Rent Ordinance") . "Legal issues" shall mean those issues that reasonably relate to the regulatory purpose of the Rent Ordinance. The regulatory purpose the Rent Ordinance is to regulate those landlord/tenant matters that reasonably concern rents and/or evictions, while maintaining a landlord's right to a Fair Return. These issues include, but are not limited to the following: evictions, rent, habitability, security deposits, relocation, etc.
- b. Contractor shall provide consultations and legal advice to eligible participants concerning Notices of Termination and/or Unlawful Detainers. Such legal advice may concern issues related to statutory requirements concerning Notices of Termination, explanation of the Unlawful Detainer process, substantive requirements of proof in an Unlawful Detainer proceeding, etc. The Contractor, may, but is not required to advise on the strength or weakness of a Notice of Termination and/or Unlawful Detainer. Moreover, Contractor, may, but is not required to, aid an eligible participant in preparing for an Unlawful Detainer court appearance.

2. **Activity No. 2 - Written Legal Services**

- a. Contractor shall provide letter writing services to eligible participants. Writing services shall be limited to those instances where an eligible participant is seeking to inform either a Landlord/Tenant of their rights and obligations under the Rent Ordinance and other related laws. Any letter sent on behalf of an eligible participant shall include both a succinct recitation of the pertinent facts, and correct citations of law. Contractor is not required to respond to any letter received in

response to the Contractor's initial letter. Finally, Contractor shall avoid any conflicts of interest that may arise while dealing with the parties.

- b. Contractor shall assist eligible participants in preparing and reviewing Rent Board required documents. Such documents shall include but are not limited to, Rent Program petitions, rent increase notices, registration forms, etc. Notwithstanding the above, Contractor shall have the discretion to refuse or assist in the preparation and/review of Maintenance of Net Operating Income Forms.

3. **Activity No. 3 - Negotiation and Settlement**

- a. Occasionally, the Rent Program may refer to Contractor a mediation matter. Contractor shall mediate only those matters referred to Contractor for mediation. Where contractor mediates a matter, such mediation must be completed within four hours. If the contractor deems it necessary, the Contractor may ask the Executive Director to extend the mediation to a length not to exceed an additional 4hrs. If mediation cannot be completed within 8hrs, Contractor shall inform the parties that the mediation is terminated without resolution. Prior to releasing the parties, Contractor shall inform the parties of any existing rights they may have under the administrative process of the Rent Board. Where mediation is conducted, Contractor is prohibited from mediating the following issues:

- Cases where an eviction notice has been filed or served on a Tenant.
- Relocation Payment amounts cannot be negotiated below the required level.
- Maximum Allowable Rent, unless otherwise authorized to do so by the Executive Director.
- Buyout Agreements, Cash for Keys, or other instances concerning the tenant permanently vacating the Rental Unit.
- Subtenant/Master-Tenant conflicts, unless the landlord is a party to the issue.
- If at any time either party is represented by an attorney.

4. **Activity No. 4 - Other Resources**

- a. Contractor may provide referrals to participants where, in the Contractor's judgment, additional or more appropriate resources are required. This includes but is not limited to guidance on where to find more assistance such as legal aid organizations, pro bono service or how to find and procure private law firms and/or attorneys.

B. **Dedicated Legal Capacity**

Contractor shall provide an Attorney that shall have the full-time equivalent of a 0.5 FTE (Based on a 37.5-hour work week which results in approximately 20 hours per

week) dedicated to Richmond cases to fulfill the terms of this agreement and serve eligible participants.

C. **Training and Approval**

Prior to commencing services, Attorney must be interviewed by Rent Program Legal Staff for review of qualifications and experience required for Activities outlined above. Additionally, attorney shall participate in an initial training program led by Rent Program Legal Staff. Such training shall include overview of Rent Program Services, Rent Ordinance, and Rent Board Regulations. Ongoing training may be required or requested as necessary.

D. **Limitations and Parameters for Legal Services**

1. Contractor's initial services are by appointment only and must be initiated through a Rent Program referral. Referrals may only be obtained after speaking to designated Rent Program staff.
2. Participants must sign a waiver form with a disclaimer developed by Contractor and approved by the Executive Director, prior to receiving services. The disclaimer shall state that the Attorney is not their personal or full-time attorney and is only providing a limited service that does not go beyond their scheduled and agreed upon session(s). The waiver form must be signed prior to any appointment being scheduled and shall be part of the intake process conducted by Rent Program housing counselors.
3. Sessions are limited to 45 minutes but may be extended at the discretion of the assigned attorney.
4. Participants are generally limited to two (2) sessions per month. However, the assigned attorney retains discretion to provide additional sessions as they deem necessary.
5. Under no circumstance shall the attorney allow any participant(s) to reserve and/or use their time unreasonably to the exclusion of others. Attorney shall, at all times, attempt to serve as many participants as possible in a fair and equitable manner.
6. Attorney shall avoid conflicts of interest that may arise when providing legal services to eligible participants.
7. Attorney has discretion to end any session or discontinue service at any time so long as basis for severance is reasonable.

E. **Measurement**

To measure the success of this service plan, Contractor will track the following:

1. The number of participants (which includes unduplicated and duplicated participants) served during the duration of this Contract.
2. The categories of encountered legal issues, service provided concerning the legal issue, and if known, the outcome of those issues.

3. Approximate duration (minutes/hours) of performing each of the services rendered on behalf of the eligible participant.
4. Type of property (Single Family home, multi-unit, etc., rent control or partially controlled).
5. For each eligible participant, Whether they are a landlord, tenant, or representative/advocate thereof, address, race/ethnicity (optional), language or other access to justice issues, monthly income and source, household size information (for tenant participants), monthly rent (of tenant), security deposit, last time rent was paid/accepted, the type of notice the Tenant received, a description of the housing problem, and the client's goals. These reports shall have client names, addresses and other key identifying information redacted as necessary to preserve attorney/client privilege and client confidentiality.
6. The Rent Program reserves the right to dispute and request further documentation and/or clarification regarding reported hours if they appear unreasonable or otherwise not in conformance with the goals and requirements of this contract.

F. **Reports**

1. Contractor shall submit monthly reports (attached to all invoices) detailing the number of eligible participants served and pertinent data regarding their properties (for Landlords) or tenancies (for Tenants), and demographics (such as race/ethnicity). Such reports should summarize which activity (i.e. Activity 1 through 4) were performed and what was the legal issue or inquiry. These reports shall have client names and addresses redacted to preserve attorney/client privilege, with full records maintained at Contractors' office for review if necessary.
2. At a minimum, Attorney shall meet each quarter (every 3 months) with Rent Program staff to review progress of program and services. Executive Director may require Attorney to meet more than once within a three (3) month period.
3. Upon request from Rent Program's management team, contractors shall conduct at least one presentation annually prior to the expiration of the current contract to the Richmond Rent Board when the Board votes to renew the Contract that reports on the full scope of services and to respond to questions the Board may have.

**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, photocopying, 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. Project Sentinel will be compensated \$75,000 per fiscal year, and will submit monthly invoices (attached with the monthly reports) in accordance with Exhibit B. The "fiscal year" is defined as being from July 1 through June 30 of the following year. Should the contract start after July 1, funding shall be pro-rated from the time contract begins until end of fiscal year. With this funding, Project Sentinel shall anticipate serving for a minimum of 20 hours per week for Richmond Landlords and Tenants.
4. Contractor shall submit timely invoices to the following address:

Attention: City of Richmond Finance Department - Accounts Payable

Project Manager:
Nicolas Traylor or designated Rent Program Staff
P.O. Box 4046
Richmond, CA 94804
5. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, Nicolas Traylor or designated staff, before payments shall be authorized.
6. 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.
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 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 ventures 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, recordation, 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, recordation 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 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 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 five (5) 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 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 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

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

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 ventures 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 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.

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 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.

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.

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.

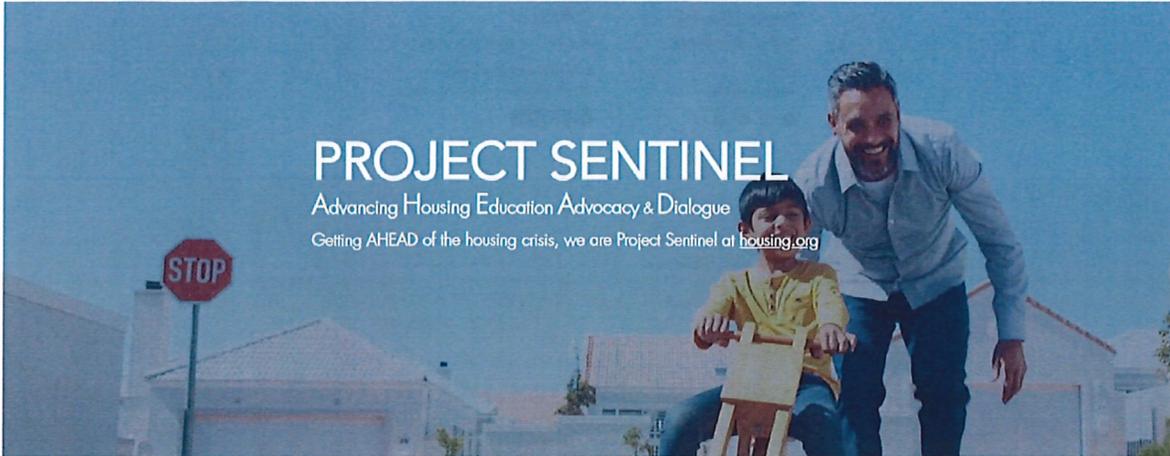
**EXHIBIT E
SPECIAL CONDITIONS**

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

**EXHIBIT F
INSURANCE PROVISIONS**

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

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PROJECT SENTINEL

Advancing Housing Education Advocacy & Dialogue
Getting AHEAD of the housing crisis, we are Project Sentinel at housing.org

Project Sentinel is a non-profit founded in 1976, operating as one of the largest Northern California agencies providing comprehensive housing services. We are dedicated to safeguarding the availability and stability of housing.

We develop and promote fairness and equality of housing for all people and advocate peaceful resolution of disputes for community welfare and harmony.

50+
programs administered to help people with housing issues

Our Services



Fair Housing Advocacy & Counseling

We fight against housing discrimination through education and enforcement of federal and state Fair Housing laws.

[Learn more](#)



Tenant-Landlord Dispute Resolution

We help tenants and landlords de-escalate conflicts that could lead to displacement, eviction, and homelessness.

[Learn more](#)



HUD-Certified Homeowner Counseling

We empower homeowners with reverse mortgage counseling, foreclosure prevention, and first-time homebuyer education.

[Learn more](#)



Our impact goes beyond the numbers. Saving your home is priceless.

[Get resources and support](#)

Contact Us

We are dedicated to taking all calls for assistance, eliminating barriers that

stand in the way of serving those in need. We are committed to serving diverse and underserved communities including those undocumented and unhoused.

General Inquires:

Toll Free: (800) 339-6043

TTY: 7-1-1

Info@housing.org



Call Hours:

Mon - Fri 9:00 am - 4:30 pm (PT)

For a list of our service areas and department specific contact information:

[Read More](#)

Upcoming Trainings & Events

 <p>Multiple Dates</p> <p>Santa Clara Library Landlord/Tenant Counseling</p> <p>Thu, Sep 12 Santa Clara Central Park Libr...</p> <p>Learn more</p>	 <p>Virtual Workshops on Landlord/Tenant...</p> <p>Tue, Sep 17 Webinar</p> <p>RSVP</p>	 <p>Talleres Virtuales Sobre Información y Recursos pa...</p> <p>Thu, Sep 19 Webinar</p> <p>RSVP</p>
 <p>Virtual Workshops on Redwood City...</p> <p>Tue, Sep 24 Webinar</p> <p>RSVP</p>	 <p>Talleres Sobre Información y Recursos para Inquilinos y...</p> <p>Thu, Sep 26 Webinar</p> <p>RSVP</p>	 <p>Fair Housing 101: Know Your Rights</p> <p>Wed, Oct 16 Webinar</p> <p>RSVP</p>
 <p>Know Your Housing Rights - Free event with Milpitas...</p> <p>Tue, Oct 29 Milpitas Adult Education - Bu...</p> <p>Learn more</p>	 <p>Online First Time Homebuyer Class</p> <p>Online Course Online Event</p> <p>RSVP</p>	



AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: November 20, 2024

Final Decision Date Deadline: November 20, 2024

STATEMENT OF THE ISSUE: In July 2024, staff members issued a Request for Proposals (RFP) for interpretation services with an emphasis on in-person interpretation to be utilized by the Richmond Rent Board. In August of 2024, in accordance with the City's procurement policies, the Rent Program selected Accent on Languages to provide interpretation services to the agency through June 30, 2025, with a payment limit not to exceed \$26,200. Staff members are requesting Rent Board approval for a contract to provide interpretation services through June 30, 2025.

INDICATE APPROPRIATE BODY

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

ITEM

- | | | | |
|---|--|---------------------------------|--|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) | | | |
| <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Regulation | <input type="checkbox"/> Other: | |
| <input checked="" 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 contract for interpretation services with Accent on Languages not to exceed \$26,200 for Fiscal Year 2024-25 prorated from the date the contract is executed – Rent Program (Nicolas Traylor).

AGENDA ITEM NO:

I-2.

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AGENDA REPORT

DATE: November 20, 2024

TO: Chair Finlay and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

SUBJECT: CONTRACT WITH ACCENT ON LANGUAGES FOR INTERPRETATION SERVICES

STATEMENT OF THE ISSUE:

In July 2024, staff members issued a Request for Proposals (RFP) for interpretation services with an emphasis on in-person interpretation to be utilized by the Richmond Rent Board. In August of 2024, in accordance with the City's procurement policies, the Rent Program selected Accent on Languages to provide interpretation services to the agency through June 30, 2025, with a payment limit not to exceed \$26,200. Staff members are requesting Rent Board approval for a contract to provide interpretation services through June 30, 2025.

RECOMMENDED ACTION:

APPROVE the contract for interpretation services with Accent on Languages not to exceed \$26,200 for Fiscal Year 2024-25 prorated from the date the contract is executed – Rent Program (Nicolas Traylor).

FISCAL IMPACT:

The fiscal impact will not exceed \$26,200 in Fiscal Year 2024-25. Staff members awarded Accent on Languages the contract to provide interpretation services.

DISCUSSION:

Background

On June 28, 2024, the Richmond Rent Board adopted the Fiscal Year 2024-25 Rent Program budget which allocated \$26,200 for interpretation services with an emphasis on reliable in-person interpretation for Rent Board meetings.

In July 2025, staff members issued a Request for Proposals (RFP) for interpretation services to be utilized by the Rent Board and Rent Program for its meetings and hearings. In August 2024, Accent on Languages, a Berkeley based firm was selected out of 3 bidders.

As described on its website,

“Accent on Languages is a minority, and women owned small business specializing in catering to each clients’ unique needs for languages and culture. Being in the industry for more than 30 years, we offer world-class translation, interpreting/interpretation, localization, transcription, language assessment, and many other language related services.”

Accent on Languages’ primary focus is working with officials at the city, county, state and federal levels, translating over 120 languages, and with over 150 government contracts with successful completion.

Staff members are requesting Rent Board approval of a contract term to be prorated during the initial term from the date of the execution of the contract through June 30, 2025.

Accent on Languages will provide certified, accredited interpreters accessible onsite, by telephone or video conference as requested by Rent Program staff. Their focus will be to provide in-person interpretation services for Rent Board meetings. If the budget permits, interpretation for Hearings, Community Workshops, Counseling sessions or similar events may be provided.

Scope of Services

Contractor must 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:

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 in-person appearance at Regular and Special Rent Board meetings and other in-person Rent Program events that require consecutive or simultaneous interpretation. In case where remote connections are required during interpreting sessions, whether by phone or video conference, contractor shall provide reliable 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 onsite/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.

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. 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/in-person 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 Rent Board Meetings and Rent Board Appeal Hearings**

Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite/in-person, as requested by Rent Board staff to participate in Rent Board Meetings and Rent Board Appeal Hearings (Appeal Hearings held during Rent Board Meetings). 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/in-person 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).

Activity No. 6: **Interpretation for Community Workshops**

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

Conclusion

In August of 2024, in accordance with the City's procurement policies, the Rent Program selected Accent on Languages to provide interpretation services to the agency through June 30, 2025. As a local certified and accredited interpretation agency with a strong reputation for providing in-person/onsite language interpretation, staff members recommend the Board approve of a contract for interpretation services with Accent on Languages, with a payment limit not to exceed \$26,200 for Fiscal Year 2024-25.

DOCUMENTS ATTACHED:

Attachment 1 –Contract and Scope of Services

Attachment 2 – Screen Shot of Accent on Languages Website

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**CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT**

Rent Program Agency	Project Manager: Monica Bejarano
Project Manager E-mail: monica_bejarano@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6595
Vendor No: _____ PR No: _____	P.O./Contract No: _____
Description of Services: Provide interpretation services to the Rent Program and Richmond Rent Board.	

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: **Accent on Languages**
 Street Address: **2718 Telegraph Avenue Suite 104**
 City, State, Zip Code: **Berkeley, CA. 94705**
 Contact Person: **Caroline Lee**
 Telephone: **(510) 644-9470** Email: **info@accentonlanguages.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 _____, **2024**, and it terminates **June 30, 2025**, unless terminated as provided herein.
3. Payment Limit. Rent Board's total payments to Contractor under this Contract shall not exceed \$26,000. 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:

CONTRACTOR:

By: _____

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

Executive Director

By:

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

Title: _____

Date Signed: _____

By: _____

Board Clerk

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

Approved as to form:

By: _____

By: _____

Board Legal Counsel

Title: _____

Date Signed: _____

(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

ACCENT ON LANGUAGES

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 in-person appearance at Regular and Special Rent Board meetings and other in-person Rent Program events that require consecutive or simultaneous interpretation. In case where remote connections are required during interpreting sessions, whether by phone or video conference, contractor shall provide reliable 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.

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ACCENT ON LANGUAGES

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

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

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Contractor shall provide U.S.-based, certified, accredited interpreters, accessible onsite/in-person, as requested by Rent Board staff to participate in Rent Board Meetings and Rent Board Appeal Hearings (Appeal Hearings held during Rent Board Meetings). 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/in-person 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).

Activity No. 6: **Interpretation for Community Workshops**

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

**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/IN-PERSON INTERPRETATION

Language	Rate per hour
Spanish	\$105
Tier I	\$115
Tier II (includes Chinese, Korean, Vietnamese)	\$140
Tier III	\$150
Tier IV	\$170
Minimum charge	2 hours

On-site Simultaneous/Conference interpretation:

Language	Rate per hour
Spanish	\$130
Tier I	\$150
Tier II (includes Chinese, Korean, Vietnamese)	\$170
Tier III	\$190
Tier IV	\$210
Minimum charge	2 hours

ATTACHMENT 1

For the Contract between the City of
Richmond Rent Board and

ACCENT ON LANGUAGES**SCHEDULED VIDEO OR TELECONFERENCE**

Language	Rate per hour
Spanish	\$95
Tier I	\$105
Tier II (includes Chinese, Korean, Vietnamese)	\$115
Tier III	\$140
Tier IV	\$160
Minimum charge	1 hour

Video remote scheduled interpretation (consecutive and simultaneous):

Language	Rate per hour
All languages	\$160
Minimum charge	1 hour

Telephonic on-demand 24/7 interpretation:

Language	Rate per minute
All languages	\$1.45
Minimum charge	N/A

Court certified interpreters have a 25% additional fee.

Language Tiers (Translation, Interpretation face to face, video remote, telephonic scheduled and telephonic on-demand):

Tier I: Catalan, Croatian, Czech, Danish, Dutch, Estonian, Finnish, German, Greek, Hungarian, Italian, Norwegian, Polish, Portuguese, Romanian, Russian, Serbian, Slovak, Slovenian, Swedish, Ukrainian.

ATTACHMENT 1

For the Contract between the City of
Richmond Rent Board and

ACCENT ON LANGUAGES

Tier II: Afrikaans, Amharic, Arabic, Armenian, Berber, Burmese, Cambodian, Chinese, Dari, Farsi, French, Hebrew, Hindi, Hmong, Igbo, Indonesian, Japanese, Korean, Lao, Pashto, Punjabi, Somali, Tagalog, Thai, Tigrinya, Turkish, Urdu, Vietnamese, Yoruba.

Tier III: Albanian, Bengali, Bosnian, Gujarati, Haitian Creole, Jamaican Patois, Latvian, Lithuanian, Malay, Marathi, Mixteco Bajo, Telugu.

Tier IV: All other languages not listed above. Those languages include but are not limited to: Acateco/Akateko, Achi, Acholi, Adygei, Afar, Afemi, Aguacateco, Akan, Akum, Amdo, Anlo, Anuak, Apache, Arakanese, Aramaic, Ashanti, Assamese, Assyrian, Attie, Azerbaijani, Bahasa, Bahdini, Bai, Bajuni, Balochi, Baluchi, Bambara, Bamilieke, Bandi, Bangladeshi, Bantu, Barese, Basque, Bassa, Baule, Belarusian, Bemba, Benaadir, Benin, Bete, Bhutanese, Bravanese, Bukusu, Bulgarian, Cachiquel, Cahuilla, Cape Verdean, Cebuano, Cha-Chao, Chadic, Chalchiteco, Chaldean, Chamorro, Chao-Chow, Chechen, Cherokee, Chichewa, Chin, Chinanteco, Chipewyan, Chiu, Chow, Chuj, Chuukese, Circassian, Comorian, Cree, Creole, Crow, Dagbani, Dagomba, Dahalo, Dakota, Dewoin, Dhivehi, Dhundhari, Dingara, Dinka, Dioula, Divehi, Djerma, Duala, Dyoula, Dyula, Dzongkha, Edo, Efik, Ejagham, Ekegusii, Erie, Eritrean, Eskimo, Etsako, Eutian, Ewe, Ewondo, Falam, Fanti, Fijian, Flemish, Fon, FooChow, Fox, Fujianese, Fukienese, Fula, Fulani, Fuqing, Fuzhou, Ga, Gaddang, Gaelic, Galician, Garifuna, Garre, Gbande, Gen, Georgian, Ghana, Gheg, Gio-Dan, Gokana, Gola, Gonja, Goun, Grebo, Guarani, Gulay, Gurani, Guyanese, Hainan, Hakha, Hakha Chin, Hakka, Harari, Haryanvi, Hassaniya, Hausa, Hawaiian, Hiligaynon, Hindko, Hokkien, Hunanese, Ibo, Icelandic, Ijo/Ijor, Ikai, Ilocano, Ilongo, Inca, Ingush, Inuktitut, Inupiaq, Iraqi, Ishan/Ishaw, Istiekiri, Ixil, Jacalteco, Jakartanese, Jarai, Javanese, Jingpho, Jinyu, Jordanian, Juba, Jula, K'iche, Kaba, Kachin, Kaiping, Kam, Kamba, Kanjobal, Kannada, Kanuri, Kapampangan, Kaqchikel, Karen, Karenni, Kashmiri, Kayah, Kazakh, Kekchi, Khalkha, Kham, Khana, Khmu, K'iche, Kikongo, Kikuyu, Kimiiru, Kinyarwanda, Kirghiz, Kirundi, Kiswahili, Kizigua, Koho, Kongo, Konjobal, Konkani, Konyanka, Kosovo, Kosraean, Kotokoli, Kouranko, Kpelle, Krahn, Krio, Kru, Kuki, Kunama, Kurdish, Kurmanci, Kurmanji, Kyrgyz, Kyrgyzstani, Lahu, Lapp, Latin, Lebanese, Liberian, Lingala, Liongoo, Loma/Lorma, Luba-Kasai, Luganda, Lugbara, Lukabaras, Luo, Lusoga, Luxembourgish, Maasai, Maay, Macedonian, Malagasy, Malayalam, Malay-Polynesian, Malaysian, Malinke, Maltese, Mam, Mandalay, Mandingo, Mandinka, Maninka/Malinke, Mano, Manobo, Mara, Marka, Marshallese, Masai, Masalit, Matu, Mayan, Maymay, Mbay, Mende, Metta-Moghamo, Mien, Min, Mina, Minan, Mingrelian, Minnan, Mirpuri, Misquito/Miskito, Mixteco, Mizo, Mnong, Moghamo, Mohican, Mojave, Moldovan, Mon, Mongolian, Mon-Khmer Montenegrin, More/Moshey, Moroccan, Mortlockese, Moshi, Muang, Multani, Munukutuba, Muong, Nahuatl, Napoletano, Navajo, Naxi, NdaNda, Ndebele, Nepali, Newari, Ngambay, Ngemba, Nigerian, Nubian, Nuer, Nupe, Nyanja, Nyankore, Nyoro, Nzema, Ogoni, Ojibway, Onyanja, Oriya, Oromo, Pakistani, Palauan, Pampangan, Pangasinan, Papiamento, Pashai, Patois, Patwah, Pidgin, Plautdietsch, Pocoman, Pohnpeian, Popti, Poqomchi, Pulaar, Pueblo, Pugliese, Pulaar, Putian, Pwo, Q'anjob'al, Qeqchi, Quechua, Quiche, Quiche-Achi, Quichua, Rabinal Achí, Rade, Rahaween, Rakhine, Rhade, Rohingya, Romani, Romansch, Romany, Rundi, Runyawana, Rutoro, Rwanda, Saamia, Samoan, Sango, Sanskrit, Sarahule, Sarpo, Senthang, Seraiki, Serakhulle, Serer-Sine, Sesotho, Shan, Shanghai, Shanghainese, Shina, Shona, Sichuan, Sicilian, Sindhalese, Sindhi, Sinhala, Sinhalese, Soga, Soninke, Sorani, Sotho, Soto, Sranan Tongo, Sri Lankan Tamil, Sudanese, Sunda, Susu, Swahili, Swati, Swazi, Sylhetti, Syriac, Syrian, Szechuan, Tabassaran, Tadjik, Tai-Dam, Taishanese, Taiwanese, Tajik, Tajiki,

ACCENT ON LANGUAGES

Taki-Taki, Tamang, Tamazight, Tamil, Tatar, Tau-Sug, Tchamba, Tedim, Temne, Tepehuan, Tibetan, Tigre, Toishan, Toishanese, Tongan, Tooro, Toucouleur, Trique, Trukese, Tshiluba, Tsongo, Tswana, Turkic, Turkmen, Turkmenian, Tuvaluan, Twi, Tzotzil, Uighur, Urhobo, Uyghur, Uzbek, Vai, Visayan, Wali, Waray-Waray, Welsh, Wenzhounese, Wobe, Wodaabe, Wolof, Wu, Xhosa, Xiamen, Xiang, Yao, Yapese, Yemeni, Yi, Yiddish, Yucatec, Yugoslavian, Yunnanese, Yupik, Zaghawa, Zapoteco, Zarma, Zome, Zomi, Zou, Zulu, Zyphe.

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: Monica Bejarano

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, Monica Bejarano, 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.

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:

City of Richmond Rent Program – c/o **Monica Bejarano**

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:

Caroline Lee

Accent on Languages

2718 Telegraph Avenue Suite 104, Berkeley CA. 94705

Berkeley, CA. 94705

ITEM I-2

ATTACHMENT 1

For the Contract between the City of
Richmond Rent Board and

ACCENT ON LANGUAGES

**EXHIBIT E
SPECIAL CONDITIONS**

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

THIS SECTION NOT APPLICABLE

EXHIBIT F
INSURANCE PROVISIONS

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

HELPING YOU SERVE THE GREATER GOOD

Your actions and words help to make the world a better place in a myriad of ways, and we act as a force multiplier to carry that message to persons of all languages and cultures.

Our comprehensive suite of professional language services, from translation to interpretation and from linguistic assessment to transcription and more, will ensure that you're able to bridge communication for the common good.

ABOUT US

Accent on Languages is a minority and women owned small business specializing in catering to each clients' unique needs for languages and culture. Being in the industry for more than 30 years, we offer world-class translation, interpreting/interpretation, localization, transcription, language assessment, and many other language related services.

We have a strong, experienced, and diversified in-house team, as well as hundreds of our cherry-picked language professionals around the US and the world who are passionate about providing true and correct messaging to our LEP community.

With our high-quality translation, reasonable pricing, and customizable services, on top of our cutting-edge tools and technologies, we can handle any large or small project successfully.

GET A FREE QUOTE



Unique Insight

Bring the world together with your message; advancing your cause for lasting change that benefits the greater good. As a minority, women-owned business, we have a unique insight into the diverse needs of many different communities, no matter what language service you might need.



Better Communication

Send the message you intend, with a wide range of services that will help to convey your goals in any language, for the benefit of everyone. Our first-rate services offer quick but precise services to build a bridge between different languages and cultures to suit any need.



Language Experts

When you need to connect and communicate in a different language, rely on the skills of our expert team. With more than three decades working in languages, we talk the talk when it comes to linguistic needs. Whatever the scope of your language need, our professionals can meet the challenge.



DIVERSITY & INCLUSION

As a female, minority owned business with a diverse team of multilingual and multicultural language experts, we know well that listening to all voices and perspectives is the ideal way to ensure that any type of work benefits the common good.

We understand that richness of the diversity can lead to many benefits. What's more, we care about it from the deep down of our hearts. At Accent on Languages, it is our social responsibility to support and celebrate diversity and inclusion to make sure all voices are given a chance to be heard.

By helping you to communicate accurately no matter the language, we can help you achieve the most inclusive approach to implementing any type of language and cultural strategy.

LEARN MORE ABOUT US →

30+ Years in the industry

120+ Translated and interpreted languages

150+ Government contracts with successful completion

8M LEP population we served

AN INCLUSIVE AND DIVERSE FOCUS ON HELPING GOVERNMENTS EXCEL WITH THEIR LANGUAGE WORK

Our primary focus is working with officials at the city, county, state and federal levels to satisfy any language needs.

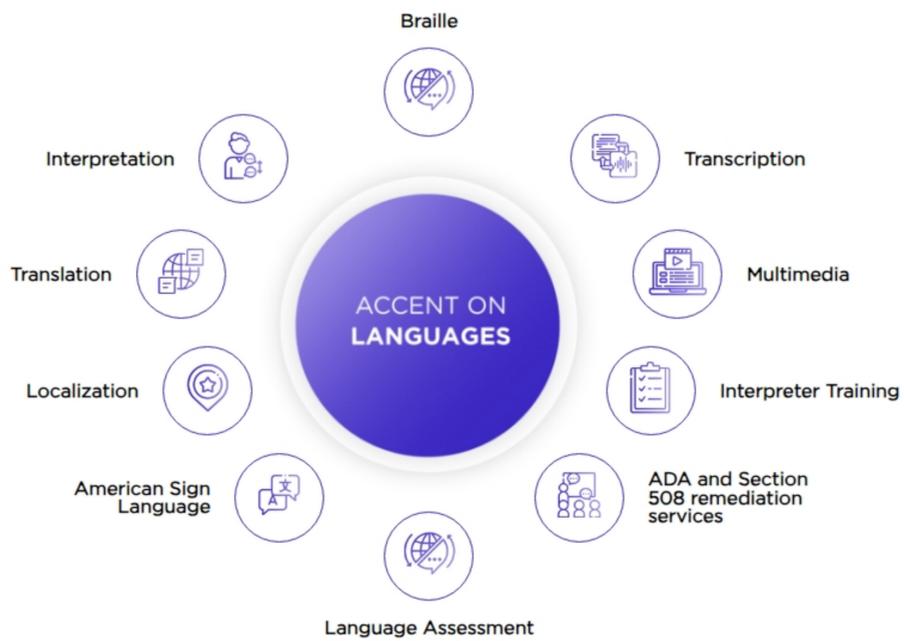
As a woman and minority owned business, we're proud to provide governments of all sizes with the efficient, accurate tools they need for translation, interpretation, transcription, assessment and more.

Our goal is to help you help others by delivering your message to every desired audience.

LEARN MORE



WHAT WE DO OUR SERVICES



TESTIMONIALS

CellStat Technologies, Inc.

"The translation of the letter to our Japanese customer was very well done and had a major impact on our dealings with them. I am very grateful to Accent on Languages. The translation of our more technical piece was also well executed. We were under considerable time pressure to get it done and once again Accent on Languages came through."

-Management at Cellstat

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: November 20, 2024

Final Decision Date Deadline: November 20, 2024

STATEMENT OF THE ISSUE: The Ordinance empowers the Richmond Rent Board to request and receive funding when and if necessary, from “any available source” for its reasonable and necessary expenses. [Quotation marks added.] Currently, 85% of the Budget is devoted to personnel, salaries and benefits, which will increase every year due to contractual obligations. Sooner or later the contracted obligations will outpace the money that can be reasonably collected from landlord fees. At that time, the Ordinance permits the Board to seek other sources of funding. Aware of the financial instability this scenario portends, it is imperative that the current Board initiate action now, before the need arises, so we will be fully prepared when the time comes. Every source of money is not an appropriate source. The Board needs guidance from the considered opinion of the Rent Program Staff, supported by experts in academic and financial spheres, to (1) develop/recommend evidence-based guidelines to determine appropriate foundation sources for funding the Richmond Rent Program, to (2) develop policies and regulations for requesting and receiving funding, and (3) to explore different budget formats that provide the fiscal transparency expected by donor foundations.

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: 1. DIRECT STAFF to start the research necessary to provide credible guidelines for the Board to follow to identify appropriate donor foundations and submit a written report containing the proposed guidelines to the Board at the December 2024 Regular Meeting of the Rent Board and thereafter on a quarterly basis. 2. DIRECT STAFF to identify in the written report all expert sources used to support the guidelines presented to the Board. For example, if Staff adopts a recommendation from the Haas Business Institute of the University of California, Berkeley, this source should be identified in full. (Nicolas Traylor/Fred Tran – 620-6564).

AGENDA ITEM NO:

J-1.

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AGENDA REPORT

DATE: November 20, 2024
TO: Chair Cantor and Members of the Rent Board
FROM: Elaine Dockens, Member, Richmond Rent Board
SUBJECT: Richmond Rent Ordinance, 11.100.060 (I) Financing

STATEMENT OF THE ISSUE:

The Ordinance empowers the Richmond Rent Board to request and receive funding when and if necessary, from “any available source” for its reasonable and necessary expenses. [Quotation marks added.] Currently, 85% of the Budget is devoted to personnel, salaries and benefits, which will increase every year due to contractual obligations. Sooner or later the contracted obligations will outpace the money that can be reasonably collected from landlord fees. At that time, the Ordinance permits the Board to seek other sources of funding. Aware of the financial instability this scenario portends, it is imperative that the current Board initiate action now, before the need arises, so we will be fully prepared when the time comes.

Every source of money is not an appropriate source. The Board needs guidance from the considered opinion of the Rent Program Staff, supported by experts in academic and financial spheres, to (1) develop/recommend evidence-based guidelines to determine appropriate foundation sources for funding the Richmond Rent Program, to (2) develop policies and regulations for requesting and receiving funding, and (3) to explore different budget formats that provide the fiscal transparency expected by donor foundations.

FISCAL IMPACT: Not determined.

BACKGROUND:

The Richmond Rent Board has an obligation to set strategic goals for the Rent Program to achieve and maintain financial stability. Strategic goals and the guidelines, policies and regulations supporting the goals are only as good as the evidence-based research and data that goes into drafting them. Therefore, the considered opinion of the Staff, enhanced by evidence-based research and data from recognized experts, is the best way for the Board to fulfill its role to provide strategic direction for the Agency.

DISCUSSION: Topics for consideration

First, Consider the mandate of the second sentence of Section 11.100.060 (I) Financing, of the Rent Ordinance in light of the Board's knowledge of the current budget being 85% salaries, wages, and benefits.

Second, consider receiving research and recommendations from respected academic institutions, e.g., the Haas School of Business at UC Berkeley.

Third, consider using evidence-based research learn the practices and expectations of donor foundations e.g., Candid.org (merging Guidestar.org and the Foundation Directory to deliver accurate and timely information on institutional philanthropy).

Fourth, consider exploring additional budget options, e.g., that clearly state the percentages of funds dedicated to specific goals of The Rent Program and that clearly addresses the budget criteria of appropriate foundation donors.

<https://gettingattention.org/nonprofit-budget>

Fifth, research appropriate donor foundations, i.e., foundations with policies that coincide with and support the goals of the Rent Program.

Sixth: the Board has the discretion to consider, from time to time, the formation of an Ad Hoc Committee consisting of no more than two Board members to monitor/support Staff progress.

Seventh: The first step is to establish guidelines for identifying appropriate donor foundations. Subsequent, separate steps to establish policies, draft and promulgate appropriate regulations will come after the guidelines are established.

VOTE BY THE BOARD AFTER DISCUSSION:

The Board shall vote on a motion to direct the Staff to use evidenced-based research to establish guidelines for identifying appropriate donor foundations which would be appropriate sources of additional funds, as the first step in implementing Section 11.100.060, 2nd sentence, of the Rent Ordinance.

RECOMMENDED ACTION:

If the motion is passed by vote, the Board,

- 1.DIRECT STAFF to start the research necessary to provide credible guidelines for the Board to follow to identify appropriate donor foundations and submit a written report containing the proposed guidelines to the Board at the December 2024 Regular Meeting of the Rent Board and thereafter on a quarterly basis.
- 2.DIRECT STAFF to identify in the written report all expert sources used to support the guidelines presented to the Board. For example, if Staff adopts a recommendation from the Haas Business Institute of the University of California, Berkeley, this source should be identified in full.

DOCUMENTS ATTACHED:

Richmond Rent Ordinance, Section 11.100.060, Section (I) Financing, 2nd sentence.

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(k) **Dockets**. The Board shall maintain and keep in its office all hearing dockets.

(l) **Financing**. The Board shall finance its reasonable and necessary expenses by charging Landlords annual registration fees in amounts deemed reasonable by the Board. The Board is also empowered to request and receive funding when and if necessary from any available source for its reasonable and necessary expenses.

(1) **Residential Rental Housing Fee**. All Landlords shall pay a business license fee if required by Richmond Municipal Code plus a Residential Rental Housing Fee. The City shall charge the Residential Rental Housing Fee at the same time as the business license fee. The amount will be determined by the City Council after a recommendation by the Board is provided to the City Council. The City Council will vote on the recommendation at the next regularly scheduled meeting. The budget shall be funded by the Rental Housing Fee.

(2) This fee shall become due within thirty (30) days of inception of new tenancy if no fee was paid the prior year. Ongoing tenancies shall have fees collected at the same time as the City business license each year.

(m) **Integrity and Autonomy of Board**. The Board shall be an integral part of the government of the City, but shall exercise its powers and duties under this Chapter independent from the City Council, City Manager, and City Attorney, except by request of the Board. The City shall provide infrastructural support on an ongoing basis as it would with any other department. During the transition period before the Board Members are appointed and an Executive Director is hired, the City shall take whatever steps necessary to perform the duties of the Board and implement the purpose of this Chapter.

(n) **Budget**. The Board shall, prior to July 1 of each year, hold a public hearing on a proposed budget and adopt an annual budget for the ensuing fiscal year. At least thirty-five days prior to the beginning of each fiscal year, the Board's Executive Director shall submit to the Board the proposed budget as prepared by the Executive Director. After reviewing the same and making such revisions as it may deem advisable, the Board shall determine the time for the holding of a public hearing thereon and shall cause to be published a notice thereof not less than ten days prior to said hearing, by at least one insertion in the official newspaper. Copies of the proposed budget shall be available for inspection by the public in the office of the Board at least ten days prior to said hearing. The City Council and the City Manager shall have no authority to oversee, supervise, or approve this budget. Upon final adoption, the budget shall be in effect for the ensuing fiscal year and the amounts stated therein shall be and become appropriated by the Board for the respective objects and purposes therein specified. At any meeting after the adoption of the budget the Board may amend or supplement the budget by the affirmative votes of at least three members. Copies of the adopted budget and any amendments or supplements shall be filed with the City Clerk, and City Manager. Necessary adjustments to city administrative procedures shall be made.

(o) **Personnel**. The Board shall review and assess yearly that sufficient number of staff are employed, including an Executive Director, hearing examiners, housing counselors and legal staff, as may be necessary to perform its function efficiently in order to fulfill the purpose of this Chapter. The Executive Director shall be hired by the Board. All employees of

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