

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: January 15, 2025

Final Decision Date Deadline: January 15, 2025

STATEMENT OF THE ISSUE: The Board has a legal obligation to act as a fiduciary of the Richmond Rent Program. When the Rent Board fulfills its fiduciary duties, it votes on items after full discussion of the pros and cons of the relevant item/issue in a public meeting. The Board's fiduciary obligations include, but are not limited to the following:

*The Duty of Care – To understand, to ask questions, to discuss the pros and cons of the items before voting on the items.

*The Duty of Loyalty – To know the obligation to act as a fiduciary and to fulfill that obligation by voting on an item after public discussion and debate.

*The Duty of Accountability – To diligently oversee the appropriate expenditures of the Richmond Rent Program and discuss in a public meeting before approving disbursement of funds.

*The Duty of Transparency – To convey to the public, through discussion in a public meeting, detailed information about the item and also to convey the basis for the Board's subsequent vote.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: DIRECT Staff to read their Report at this meeting, Jan 15, 2025, for each contract previously approved at the November 20, 2024, Regular Meeting. DISCUSS the pros and cons of each contract. Through detailed questions, each Board member will gain an understanding of the features of each contract and how each vendor was chosen. In addition, this discussion will yield a strong knowledge about the process to issue contracts for Rent Program services. Most important, this discussion will inform the public that this Board takes seriously its role as a fiduciary and willingly fulfills the various duties required of a fiduciary, a sincere demonstration to the citizens of Richmond the Board's respect for its legal obligation to act as a fiduciary on their behalf.

AGENDA ITEM NO:

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AGENDA REPORT

DATE: January 15, 2025

TO: Chair Cantor and Members of the Rent Board

FROM: Elaine Dockens, Member, Richmond Rent Board

SUBJECT: **The Rent Board's legal obligations as a Fiduciary**

STATEMENT OF THE ISSUE:

The Board has a legal obligation to act as a fiduciary of the Richmond Rent Program. When the Rent Board fulfills its fiduciary duties, it votes on items after full discussion of the pros and cons of the relevant item/issue in a public meeting. The Board's fiduciary obligations include, but are not limited to the following:

*The Duty of Care – To understand, to ask questions, to discuss the pros and cons of the items before voting on the items.

*The Duty of Loyalty – To know the obligation to act as a fiduciary and to fulfill that obligation by voting on an item after public discussion and debate.

*The Duty of Accountability – To diligently oversee the appropriate expenditures of the Richmond Rent Program and discuss in a public meeting before approving disbursement of funds.

*The Duty of Transparency – To convey to the public, through discussion in a public meeting, detailed information about the item and also to convey the basis for the Board's subsequent vote.

RECOMMENDED ACTION:

DIRECT Staff to read their Report at this meeting, Jan 15, 2025, for each contract previously approved at the November 20, 2024, Regular Meeting.

DISCUSS the pros and cons of each contract. Through detailed questions, each Board member will gain an understanding of the features of each contract and how each vendor was chosen. In addition, this discussion will yield a strong knowledge about the process to issue contracts for Rent Program services.

Most important, this discussion will inform the public that this Board takes seriously its role as a fiduciary and willingly fulfills the various duties required of a fiduciary, a sincere

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demonstration to the citizens of Richmond the Board's respect for its legal obligation to act as a fiduciary on their behalf.

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Background

On November 20, 2024, The Rent Board unanimously voted to approve Item I-1, a contract valued at \$75,000. In addition, the Rent Board voted 3 to 1, to approve Item I-2, a contract valued at \$26,200. The vote approved \$101,200. The vote is valid.

The Staff report on Item 1 ended at 2:51:22. The unanimous vote was recorded at 2:55:18. Board Chair Conner then alerted Staff, at 2:55:55, that only 11 mins were left. The Staff report on Item 2 ended at 3:02:40. The vote, 3-1 to approve, was taken at 3:03:58. There was no discussion by the Board of the pros and cons of either Contract.

The Brown Act provides an open meeting format for the public to hear the discussion and debate among the Board members regarding the items at hand. The residents of Richmond, the general public, gain valuable information through the Board's discussion of the features of the contracts and allow for debate and questions to be asked and answered, and inform the public of the basis for the subsequent vote to approve or not approve.

Discussion

For each contract,

- (1) ask questions of Staff about features of the contract
- (2) discuss all aspects of the contract
- (3) discuss pros and cons to approve or not approve
- (4) debate any issues that raise concerns

It might be helpful for each Board Member to consider the following question regarding their duty to vote as a Fiduciary: What do you do when circumstances you did not create align to require you to choose between "keeping the flow of events moving forward" or stopping the flow to do your fiduciary duties as a Board Member?

DOCUMENTS ATTACHED:

Attachment 1 – Training Module for the Richmond Rent Board:
General Board Duties and Responsibilities, Part One.
Prepared by General Counsel Charles Oshinuga and presented to the Board,
August, 2024.

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Attachment 2 – Item I-1, Approve a Contract not to exceed \$75,000 with Project Sentinel to provide Legal Services to Richmond Landlords and Tenants, Richmond Rent Board Regular Meeting, November 20, 2024.

Attachment 3 – Item I-2, Approve the Contract for interpretation services with Accent on Languages not to exceed \$26,200 for Fiscal Year 2024-2025 prorated from the date the contract is executed, Richmond Rent Board Regular Meeting, November 20, 2024.

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General Board Duties and Responsibilities

August 2024

What is a Board?

- ▶ **Definition:** A board is an entity/body created by a legislation to execute a specific purpose. Boards are comprised of a group of elected or appointed people. Board's often meet at a fixed time and place to discuss the issues that fall within its subject matter jurisdiction.
- ▶ **Subject Matter Jurisdiction:** The authority or power a board has over certain types of issues. The Rent Board's primary legitimate purpose is to set and regulate rents as well as monitor evictions. In other words, the Rent Board has the authority/power to consider those Richmond landlord and tenant issues that reasonably relate to rents and/or evictions.

General Board Roles/Duties

- ▶ The Roles of a board generally fall into three categories:
 1. Governance
 2. Strategic Direction
 3. Accountability

General Board Roles/Duties

- ▶ **Governance:** One primary function of the Board is to govern rather than manage. Governing concerns itself with the big picture, rather than the day-to-day operations. It is regularly understood as the setting of core policies, vision, and overall structure of the Board/Rent Program. It is goal orientated, but it does not design how the goal is achieved.
- ▶ **Structure:** Boards create their own structure to determine how it will function. For instance, rules that dictate when the board will meet, how it meets, where it meets, attendance, parliamentary rules, etc., all fall under a board's proper exercise of governance. Boards may even structure how its agents (i.e Rent Program) operates. Determining whether the Rent laws are actively or passively enforced is one of the responsibilities of the Board.

General Board Roles/Duties

- ▶ **Strategic Direction:** Boards are responsible for determining how an agency grows. Whether that be financial growth or employee growth, Boards set goals to achieve certain growth of an agency. Financial monitoring is a primary function of a Board and requires serious commitment and scrutiny of the agency's budget.
- ▶ **Goals:** In exercising its authority to espouse strategic direction, a Board may set goals for an agency to achieve. Rather than telling an agency how to achieve a goal (which is a function of management), boards set broad goals. After setting goals, a board then demands deliverables on a set basis as a way to measure to success an agency is having at achieving the goal.

Ex. A board is concerned that its Chinese speaking population is not receiving its services. The Board sets a goal that the agency shall deliver services to at least 300 native speaking Chinese residents. The Board also requires the agency to report back on a quarterly basis with numbers showing how many native speaking Chinese residents called the agency, spoke to the agencies staff, engaged in the agency's services, how many interpreters were used, the length of the conversation, etc.

General Board Roles/Duties

- ▶ **Strategic Direction:** When in doubt, ask yourself whether you are setting a goal or telling staff how to achieve the goal. You always want to be setting the goal.
- ▶ One analogy that may assist in understanding is to compare the Board and the agency to a taxi ride. Here, the Board would be the passenger and the agency would be the taxi driver. The passenger sets the destination, and the driver chooses the best course. If the passenger is concerned that the trip is taking too long, the passenger can question the driver as to their progress. Likewise, the Board sets the goal, and the agency selects the best course of achieving the goal. The Board can ask for a progress report and the agency must deliver the requested report.

General Board Roles/Duties

- ▶ **Accountability:** Perhaps the most important of the three, Boards have a legal responsibility to provide oversight and accountability of the agency. They must make sure that the agency is adhering to law and that it is appropriately managing its assets.
- ▶ This means that Boards must be very familiar with its budget and diligently overseeing its expenditures. This is often achieved by having a 10-year financial plan in place, receiving quarterly updates that compare current financial positions with its 10-year financial plan, and making adjustments when necessary. As it relates to ensuring that the agency is adhering to law, the Board should receive legal counseling prior to making its decision. This does not mean that the Board should blindly follow counsel's advice. Rather, this means that the Board should familiarize itself with an issue prior to that issue reaching a public meeting. That familiarization may lead to legal questions, which the Board should seek counsel's advice prior to the public meeting. The Board should ask counsel difficult or otherwise informed follow up questions that are necessary to satisfy the Board's inquiry.

General Board Roles/Duties

- ▶ **Accountability:** Boards also have the duty to hold its chief executive officer accountable through the evaluation process. The evaluation of its chief executive officer must be without bias or favor and must be informed. Typically, the Board may directly question, its chief executive officer but there may be exceptions under certain M.O.U's. Regardless, a Board may measure the performance of its chief executive officer in many ways, such as:
 - ▶ 1. Evaluation of that officer by their employees.
 - ▶ 2. Self-evaluation
 - ▶ 3. Whether the officer has met goals set by the Board.
 - ▶ 4. The extent by which the deliverables on goals led to successful outcomes.
 - ▶ 5. Preparedness of the officer during public meetings.
 - ▶ 6. How knowledgeable to officer is on the subject matter of the Board and agency.
 - ▶ 7. The financial position of the agency
 - ▶ 8. Overall success of the agency
 - ▶ 9. Any other factor the Board deems relevant.

General Board Roles/Duties

- ▶ The general Board rules and duties all flow from an obligation that the law places on all boards. That obligation is called fiduciary duty.

Fiduciary Duty

- A Fiduciary is one in whom power has been entrusted for the benefit of others. As a public official, you a steward for the people and as such, as fiduciary. As a fiduciary, you carry five distinct duties:
- **Duty of Care**
- **Duty of Loyalty**
- **Duty of Impartiality**
- **Duty of Accountability**
- **Duty of Transparency (to preserve the public's trust in government)**

Fiduciary Duty

- ▶ **Duty of Care:** Requires that the public official competently and faithfully execute the duties of the office. It is the duty to inform oneself as completely as possible to exercise sound judgments that protect a beneficiary's interest.
- ▶ Where the Board is a public body, the beneficiary is the public. In the case of the Rent Board, there beneficiaries are both landlords and tenants. Where the Board votes on issues without either reading or understanding the issues presented in the staff report, the Board potentially violates the duty of care. It is important to ask questions and explore areas of confusion prior to voting on an item. In maintaining the Duty of Care, its integral that the Board does not vote purely on ideological lines, but rather votes with a complete understanding of the issues, challenging positions where necessary.

Fiduciary Duty

- **Duty of Loyalty:** Absolute obligation to put the public's interest before their own direct or indirect personal interests.
- As the saying goes, "one cannot serve two masters." Board members cannot inject their personal interest into their decision making. The duty of loyalty is one that carries the most legal liability. Traditionally, the Duty of loyalty is breached where a board member has a conflict of interest and does not recuse themselves. It can also be breached where a board member acts in bad faith. Think of bad faith as an intentional failure to act in the face of a known duty. For instance, if a Board member intentionally acts to undermine landlords or tenants' interest, or otherwise subverts the provisions or purpose of the Ordinance.

Fiduciary Duty

- ▶ **Duty of Accountability:** Ensure the Board/Program are adhering to law and ethics and manage/protect public assets in the best interest of the beneficiaries.
- ▶ Boards must ensure that they are adhering to both ethics and law, which is typically achieved by seeking legal counsel. Additionally, Boards that manage public monies/assets have a duty to completely understand its budget and make decisions that are consistent with appropriate accounting principles. Decisions related to spending public funds should not be solely based on ideologies but rather must consider the solvency and 10-year financial projection of the agency.

Fiduciary Duty

- ▶ **Duty of Transparency:** The Board is held to a high standard of honesty and disclosure where permissible.
- ▶ The Board must engage in debate and convey information to the public in an honest and open manner. This is typically achieved through the adherence of the Brown Act. Additionally, adhering to the Public Records Act ensures permissible disclosures of public documents.

Questions?

- ▶ **Q&A:** Now its your time to ask questions. Feel free to ask any questions related or unrelated to this presentation. Unlike a public meeting, your questions do not have to adhere to the four corners of this presentation.

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**January 15, 2025
RENT BOARD MEETING**

ATTACHMENT 2

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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: _____

Board General 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

**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.

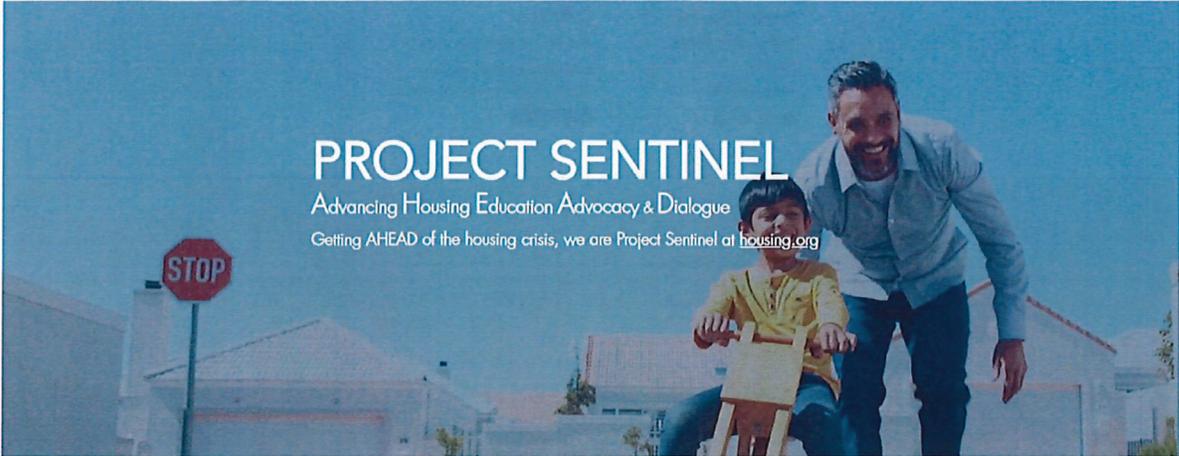
**EXHIBIT E
SPECIAL CONDITIONS**

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



Multiple Dates

Santa Clara Library Landlord/Tenant Counseling

Thu, Sep 12 | Santa Clara Central Park Libr...

[Learn more](#)



Virtual Workshops on Landlord/Tenant...

Tue, Sep 17 | Webinar

[RSVP](#)



Talleres Virtuales Sobre Información y Recursos pa...

Thu, Sep 19 | Webinar

[RSVP](#)



Virtual Workshops on Redwood City...

Tue, Sep 24 | Webinar

[RSVP](#)



Talleres Sobre Información y Recursos para Inquilinos y...

Thu, Sep 26 | Webinar

[RSVP](#)



Fair Housing 101: Know Your Rights

Wed, Oct 16 | Webinar

[RSVP](#)



Know Your Housing Rights - Free event with Milpitas...

Tue, Oct 29 | Milpitas Adult Education - Bu...

[Learn more](#)



Online First Time Homebuyer Class

Online Course | Online Event

[RSVP](#)

[ABOUT](#) | [TRAININGS & EVENTS](#) | [FAIR HOUSING](#) | [DISPUTE RESOLUTION](#) | [HOMEOWNER COUNSELING](#) | [RESOURCES](#)

[CONTACT](#) | [DONATE](#)

Notice of Non-Discrimination/Affirmative Action Plan: Project Sentinel is fully committed to equal employment opportunity, both in principle and as a matter of corporate policy. We are committed to a policy of non-discrimination in all aspects of employment. [Click here to view the full policy.](#)

Project Sentinel, 1420 El Camino Real, Santa Clara, CA 95050

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ITEM G-2

**January 15, 2025
RENT BOARD MEETING**

ATTACHMENT 3

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

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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.

ACCENT ON LANGUAGES

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

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,

ATTACHMENT 1

For the Contract between the City of
Richmond Rent Board and

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

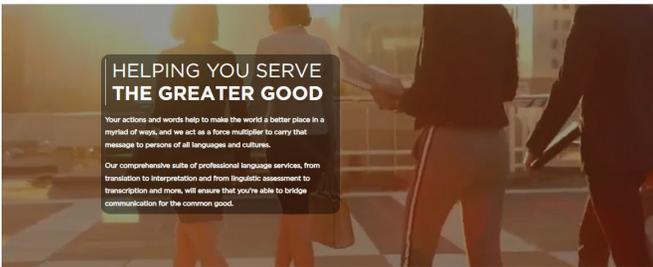
**EXHIBIT E
SPECIAL CONDITIONS**

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 and 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 take the time 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.

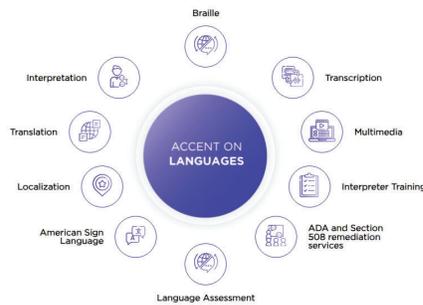
As a woman and minority owned business, we're proud to provide governments of all sizes with the efficient, accurate tools they need for translation, interpretation, transcription, assessment and more.

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

LEARN MORE



WHAT WE DO OUR SERVICES



TESTIMONIALS

"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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