



REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND

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

**AGENDA
Wednesday, February 19, 2025**

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

Board Chair
Sara Cantor

Board Vice Chair
Vacant

Boardmembers
Elaine Dockens
Tomas Espinoza
Jim Hite
Whitney Tipton

NOTICE: MASKS ARE STRONGLY ENCOURAGED!!

Accessibility for Individuals with Disabilities

Upon request, the City will provide for written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services and sign language interpreters, to enable individuals with disabilities to participate in and provide comments at/related to public meetings. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, service or alternative format requested at least two days before the meeting. Please submit a request, including your name, phone number and/or email address, and a description of the modification, accommodation, auxiliary aid, interpretation service or

alternative format requested at least two days before the meeting. Requests should be emailed to cynthia_shaw@ci.richmond.ca.us and rent@ci.richmond.ca.us or submitted by phone at (510) 620-5552. Requests made by mail to the Rent Program Office, Rent Board meeting, 440 Civic Center Plaza, Suite 200, Richmond, CA 94804 must be received at least two days before the meeting. Requests will be granted whenever possible and resolved in favor of accessibility.

NOTICE TO PUBLIC

The City of Richmond encourages community participation at public meetings and has established procedures that are intended to accommodate public input in a timely and time-sensitive way. As a courtesy to all members of the public who wish to participate in Rent Board meetings, please observe the following procedures:

Public Comment on Agenda Items: Persons wishing to speak on a particular item on the agenda shall file a speaker form with City staff PRIOR to the Rent Board's consideration of the item on the agenda. Once the clerk announces the item, only those persons who have previously submitted speaker forms shall be permitted to speak on the item. Each speaker will be allowed up to four minutes to address the Rent Board.

Public Forum: Individuals who would like to address the Rent Board on matters not listed on the agenda or on items remaining on the consent calendar may do so under Public Forum. All speakers must complete and file a speaker's card with City staff prior to the commencement of Public Forum. The amount of time allotted to individual speakers shall be determined based on the number of persons requesting to speak during this item. The time allocation for each speaker will be as follows: 15 or fewer speakers, a maximum of 4 minutes; 16 to 24 speakers, a maximum of 3 and one-half minutes; and 25 or more speakers, a maximum of 3 minutes.

Conduct at Meetings: Richmond Rent Board meetings are limited public forums during which the City strives to provide an open, safe atmosphere and promote robust public debate. Members of the public, however, must comply with state law, as well as the City's laws and procedures and may not actually disrupt the orderly conduct of these meetings. The public, for example, may not shout or use amplifying devices, must submit comment cards and speak during their allotted time in order to provide public comment, may not create a physical disturbance, may not speak on matters unrelated to issues within the jurisdiction of the Rent Board or the agenda item at hand, and may not cause immediate threats to public safety.

City Harassment Policy: The City invites public comment and critique about its operations, including comment about the performance of its public officials and employees, at the public meetings of the City Council and boards and commissions. However, discriminatory or harassing comments about or in the presence of City employees, even comments by third parties, may create a hostile work environment, if severe or pervasive. The City prohibits harassment against an applicant, employee, or contractor on the basis of race, religious creed, color, national origin, ancestry, physical disability, medical condition, mental disability, marital status, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity, age or veteran status, or any other characteristic protected by federal, state or local law. In order to acknowledge the public's right to comment on City operations at public meetings, which could include comments that violate the City's harassment policy if such comments do not cause an actual disruption under the Council Rules and Procedures, while taking reasonable steps to protect City employees from discrimination and harassment, City Boards and Commissions shall adhere to the following procedures. If any person makes a

harassing remark at a public meeting that violates the above City policy prohibiting harassment, the presiding officer of the meeting may, at the conclusion of the speaker's remarks and allotted time: (a) remind the public that the City's Policy Regarding Harassment of its Employees is contained in the written posted agenda; and (b) state that comments in violation of City policy are not condoned by the City and will play no role in City decisions. If any person makes a harassing remark at a public meeting that violates the above City policy, any City employee in the room who is offended by remarks violating the City's policy is excused from attendance at the meeting. No City employee is compelled to remain in attendance where it appears likely that speakers will make further harassing comments. If an employee leaves a City meeting for this reason, the presiding officer may send a designee to notify any offended employee who has left the meeting when those comments are likely concluded so that the employee may return to the meeting. The presiding officer may remind an employee or any council or board or commission member that he or she may leave the meeting if a remark violating the City's harassment policy is made.

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REGULAR MEETING OF THE RICHMOND RENT BOARD

AGENDA

5:00 PM

A. PLEDGE TO THE FLAG

B. ROLL CALL

C. STATEMENT OF CONFLICT OF INTEREST

D. AGENDA REVIEW

E. PUBLIC FORUM

F. RENT BOARD CONSENT CALENDAR

- F-1. APPROVE the minutes of the December 18, 2024, Regular Meeting of the Richmond Rent Board. *This item was continued from the January 15, 2025, Regular Rent Board Meeting.* Cynthia Shaw
- F-2. APPROVE the minutes of the December 12, 2024, Special Meeting of the Richmond Rent Board. *This item was continued from the January 15, 2025, Regular Rent Board Meeting.* Cynthia Shaw
- F-3. RECEIVE letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100. *This item was continued from the January 15, 2025, Regular Rent Board Meeting.* Cynthia Shaw
- F-4. RECEIVE the Fiscal Year 2024-25 Monthly Activity Report through January 2025. Cynthia Shaw
- F-5. RECEIVE the Rent Program FY 2024-25 Monthly Revenue and Expenditure Report through January 2025. Fred Tran
- F-6. RECEIVE the Budgeted versus Actual Revenue and Expenditures Report for the second quarter ending December 31, 2024. *This item was continued from the January 15, 2025, Regular Rent Board Meeting.* Fred Tran

- F-7.** APPROVE late fee waiver(s) for February 2025 pursuant to Regulation 425.

Fred Tran

G. CONSIDERATION OF APPEALS

- G-1.** APPEAL to Petition No. RC20-L023: A Landlord of a 20-unit building filed a Maintenance of Net Operating Income petition (hereinafter, "MNOI"), seeking a \$165 rent increase per unit due to his assertion that he was no longer maintaining his Base Year Net Operating Income. After holding a hearing, the Hearing Examiner determined that Landlord's Current Year Net Operating Income did not fall below his Base Year Net Operating Income, and thus, he was not entitled to a rent increase. Consequently, the Hearing Examiner denied the Landlord's petition. Landlord/Appellant filed an appeal challenging the Hearing Examiner's decision on the singular ground that the Hearing Examiner erred by failing to include in the Current Year operating expenses, those tax expenses that were not incurred in the Current Year. The summation of Landlord/Appellant's appeal challenges whether the Hearing Examiner abused his discretion by excluding tax expenses that were not incurred in the Current Year when determining Current Year expenses.

Charles Oshinuga

H. RENT BOARD AS A WHOLE

- H-1.** DIRECT Staff to read their Report at this meeting, Jan 15, 2025, for each contract previously approved at the November 20, 2024, Regular Meeting.

*Board Member
Dockens*

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. ***This item was continued from the January 15, 2025, Regular Rent Board Meeting.***

- H-2.** RECEIVE a presentation detailing:
- Potential external funding sources, including private and government grants.
 - Concerns and limitations of seeking such funds.
 - The fiscal year 2025–26 Budget and Fee Study timeline.

*Nicolas Traylor
Fred Tran*

I. REPORTS OF OFFICERS

J. ADJOURNMENT

Any documents produced by the City and distributed to a majority of the Rent Board regarding any item on this agenda will be made available at the Rent Program Office located on the second floor of 440 Civic Center Plaza and will be posted at www.richmondrent.org.

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 19, 2025

Final Decision Date Deadline: February 19, 2025

STATEMENT OF THE ISSUE: The minutes of the December 18, 2024, Regular Meeting of the Richmond Rent Board require approval.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE the minutes of the December 18, 2024, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552). ***This item was continued from the January 15, Regular Rent Board Meeting.***

AGENDA ITEM NO:

F-1.

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RICHMOND, CALIFORNIA, December 18, 2024

The Regular Meeting of the Richmond Rent Board was called to order at 5:13 P.M.

PLEDGE TO THE FLAG

ROLL CALL

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

Staff Present: Executive Director Nicolas Traylor, Deputy Director Fred Tran, and General Counsel Charles Oshinuga. Staff Attorney Palomar Sanchez arrived at 5:20 PM

Absent: None.

STATEMENT OF CONFLICT OF INTEREST

None.

AGENDA REVIEW

Board Member Dockens, recommended to move Item F-4 under the Consent Calendar for discussion after Item H-1, under Rent Board as a Whole. A motion by Board Member Dockens, and seconded by Chair Cantor, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** None.

PUBLIC FORUM

Cordell Hindler invited the Board and staff to the Contra Costa Mayors Conference on January 9th, hosted by the City of Oakley. He expressed suggestions about the Board meeting structure regarding separating public hearings from regular agenda items in future meetings. He believes holding hearings in a special meeting after regular agenda items would be more effective. He also proposed that a vice chair for the Board should be elected as a future agenda item to ensure leadership continuity when the chair is unavailable. He also announced that the City Council appointed

Whitney Tipton to the Rent Board and that she will join the Board as a new member next month.

Elsa Stevens was called to speak under Public Forum, but the Item she wanted to comment on was moved for discussion after Item H-1, and she will comment under that Item.

RENT BOARD CONSENT CALENDAR

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

***F-1.** Approve the minutes of the November 20, 2024, Regular Meeting of the Richmond Rent Board.

***F-2.** Receive the Fiscal Year 2024-25 Monthly Activity Report through November 2024.

***F-3.** Receive the Rent Program FY 2024-25 Monthly Revenue and Expenditure Report through November 2024.

REGULATIONS

G-1. The matter to approve staff to create language to amend Regulation 205 to clarify that applications for Administrative Determinations have a statute of limitations to prevent applications beyond a specified number of fiscal or calendar years in the past (amount to be determined). The amended language will be presented at the January or February regular Rent Board meeting, was presented by Staff Attorney Palomar Sanchez. The presentation included the statement of the issue, the background regarding the current Regulation 205, the recommended action, and the agenda action. Discussion ensued. The following individual made a public comment: Elsa Stevens. A motion was made by Chair Cantor and seconded by Board Member Espinoza, directing staff to return to the Board with a proposal to amend Regulation 205 to clarify that applications for Administrative Determinations have a statute of limitations to prevent applications beyond a specified number of fiscal or calendar years in the past (amount to be determined) and to include as part of that the presentation of that proposal information about how new property owners who have inherited debt outside of the statute or who have inherited rent program debt will be affected by the proposed change language. The amended language will be presented at February's

regular Rent Board meeting, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** None.

RENT BOARD AS A WHOLE

H-1. The matter to approve direct Staff to start the research necessary to provide credible guidelines for the Board to follow to identify appropriate donor foundations and submit a written report containing the proposed guidelines to the Board at the December 2024 Regular Meeting of the Rent Board and thereafter on a quarterly basis and direct Staff to identify in the written report all expert sources used to support the guidelines presented to the Board. For example, if Staff adopts a recommendation from the Haas Business Institute of the University of California, Berkeley, this source should be identified in full, presented by Board Member Dockens. The presentation included the statement of the issue, the background, discussion topics to consider, a vote by the Board after the discussion, and the recommended action. Discussion ensued. The following individual made a public comment: Elsa Stevens.

Chair Cantor made a motion to allow a break for the interpreters. The interpreters responded that a break was not necessary. Chair Cantor withdrew her motion.

Chair Cantor made a motion to direct Staff to return with a presentation outlining potential solutions for additional funding, including private and government sources, increasing compliance, and partnering with the City. A friendly amendment to her motion made by Board Member Dockens to include a date to return to the Board by February. Chair Cantor accepted the friendly amendment to include the presentation to be presented by the February Regular Rent Board meeting. Motion seconded by Board Member Dockens, passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** None.

Consent Calendar Item Pulled for Discussion

F-4. The matter Staff recommends that the Rent Board adopt the following: Add to the Note to Reader Section of the Rent Board Regulations following the Table of Contents and appropriate language in that section that The West County Times is designated as the official newspaper for publishing notices of public hearings and legal notices unless specified otherwise by the Executive Director was presented by

Executive Director Nicolas Traylor. The presentation included the statement of the issue, the fiscal impact, the background, the purpose, identifying the official newspaper of the Richmond Rent Program/ Rent Board, proposed language identifying the official newspaper of the Richmond Rent Program/Rent Board, and the recommended action. Discussion ensued. The following individual made a public comment: Elsa Stevens.

Chair Cantor made a motion to direct staff to add to the Note to Reader Section of the Rent Board Regulations following the Table of Contents and appropriate language in that section that: The West County Times is designated as the official newspaper for publishing notices of public hearings and legal notices and to remove the phrase "unless specified otherwise by the Executive Director" and to update the Note to Reader if the official newspaper name changes, and seconded by Board Member Dockens, passed by the following vote: passed by the following vote: **Ayes:** Board Members Dockens, Espinoza, Hite, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** None.

REPORTS OF OFFICERS

Executive Director Nicolas Traylor reported that Whitney Tipton would join the Rent Board in January.

Deputy Director Fred Tran reported the holiday closure of City offices from December 24, 2024, through January 1, 2025.

Board Clerk Cynthia Shaw reminded board members about the upcoming Form 700 filing due by April 1st. She also mentioned that Board Member terms are ending soon, and that Board Members can reapply if they are interested or, if they know other community members interested in serving on the Rent Board, to visit the City Clerk's website to apply or ask for additional information or questions.

ADJOURNMENT

There being no further business, the meeting was adjourned at 7:46 P.M.

Cynthia Shaw
Staff Clerk

(SEAL)

Approved:

Rent Board Chair

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 19, 2025

Final Decision Date Deadline: February 19, 2025

STATEMENT OF THE ISSUE: The minutes of the December 12, 2024, Special Meeting of the Richmond Rent Board require approval.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE the minutes of the December 12, 2024, Special Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552). *This item was continued from the January 15, Regular Rent Board Meeting.*

AGENDA ITEM NO:

F-2.

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RICHMOND, CALIFORNIA, December 12, 2024

The Open Session to Hear Public Comments before Closed Session was called to order at 5:07 PM.

ROLL CALL

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

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

Absent: None.

PUBLIC COMMENT BEFORE CLOSED SESSION

None.

ADJOURN TO CLOSED SESSION

The Open Session to Hear Public Comments Before Closed Session adjourned at 5:08 PM.

CLOSED SESSION – Shimada Room, City Council Chambers

The Special Meeting of the Richmond Rent Board was called to order at 8:28 P.M.

PLEDGE TO THE FLAG

ROLL CALL

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

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

Absent: Board Member Dockens.

STATEMENT OF CONFLICT OF INTEREST

None.

**REPORT FROM LEGAL COUNSEL OF FINAL DECISIONS
MADE IN CLOSED SESSION**

General Counsel Charles Oshinuga reported that the final decision, made in closed session after evaluating the Executive Director has

determined to increase or give a 4% merit-based increase per the MOU.

PUBLIC FORUM

None.

REPORTS OF OFFICERS

Executive Director Nicolas Traylor reported the appointment of the fifth Board Member on the agenda of the December 17th City Council Meeting.

ADJOURNMENT

There being no further business, the meeting was adjourned at 8:31 P.M.

Cynthia Shaw

Staff Clerk

(SEAL)

Approved:

Rent Board Chair

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 19, 2025

Final Decision Date Deadline: February 19, 2025

STATEMENT OF THE ISSUE: Members of the community have sent letters to the Rent Board and Rent Program staff members. Staff members recommend letters that do not pertain to a specific item on the Rent Board agenda be included as consent items for consideration by the Rent Board.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: RECEIVE letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100 – Rent Program (Cynthia Shaw 620-5552). ***This item was continued from the January 15, Regular Rent Board Meeting.***

AGENDA ITEM NO:
F-3.

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From: Rosmarie Levy [REDACTED]
Sent: Thursday, December 12, 2024 3:06 PM
To: Nicolas Traylor <nicolas_traylor@ci.richmond.ca.us>
Cc: scantor@richmondrent.org; tespinoza@richmondrent.org; jhite@richmondrent.org; edockens@richmondrent.org
Subject: article in todays paper

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

- **California home-repair costs skyrocket:** Data from the Verisk Remodel Index shows that the price of repairs has jumped 40% over the past five years, but [the Golden State isn't alone.](#)

▪

Hi Nicolas,

I am sending you enclosed an article which appeared in today's paper. As you know, the historically low rents that we are able to collect in Richmond, will not even cover a fraction of the increased costs of repairs.

You are in charge of the office, that our fees pay for, and need to bring this issue up to the board, because it has to be addressed. You can not cap historically low rents (less than \$1,000 for a 2 bedroom one bath apt. with covered parking and a storage unit), when you implement rent control and also implement an AGA that is 3% or 60% of inflation when all other costs are increasing at an alarming rate and our historically low rents do not keep pace.

All this will do is Richmond small property owners will not be able to keep up with repairs and that will impact the city big time.

Concerned property owners,

Rosmarie and Ephraim Levy

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 19, 2025

Final Decision Date Deadline: February 19, 2025

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

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: RECEIVE the Fiscal Year 2024-25 Monthly Activity Report through January 2025 - Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

F-4.

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**Rent Program
FY 2024-25 Monthly Activity Report**

ITEM F-4

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Apr-25	Apr-25	Apr-25	May-25	Jun-25	
		MTD ACTUAL	YTD TOTAL											
3 Public Information & Enrollment Unit														
5 Rent/Eviction Counseling Appointments By Phone		124	125	151	138	105	75	167	-	-	-	-	-	885
6 Rent/Eviction Counseling Appointments By Walk-ins		30	54	37	53	38	48	40	-	-	-	-	-	300
7 Rent/Eviction Counseling Questions Addressed By Email		293	50	138	342	232	123	312	-	-	-	-	-	1,490
8 TOTAL RENT/EVICTION COUNSELING APPOINTMENTS		447	229	326	533	375	246	519	-	-	-	-	-	2,675
9 Rent/Eviction Counseling Sessions Conducted in Spanish		60	30	66	50	33	57	64	-	-	-	-	-	360
10 Rent/Eviction Counseling Sessions Conducted in Mandarin		-	-	-	-	-	-	-	-	-	-	-	-	-
11 Rent/Eviction Counseling Sessions Conducted in Cantonese		-	-	-	-	-	-	-	-	-	-	-	-	-
12 Rent/Eviction Counseling Sessions Conducted in Another Language		-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL RENT/EVICTION COUNSELING APPOINTMENTS IN A LANGUAGE OTHER THAN ENGLISH		60	60	66	71	55	57	64	-	-	-	-	-	433
14 Legal Service Referrals		15	19	18	15	5	17	13	-	-	-	-	-	102
17 Mediations Conducted		-	-	-	-	-	-	-	-	-	-	-	-	-
18 Assists from Front Office Staff		245	246	253	212	171	187	222	-	-	-	-	-	1,536
19 Courtesy Compliance Letters Sent		440	78	126	369	328	234	561	-	-	-	-	-	2,136
20 Community Workshop Attendees		1	-	-	-	-	-	-	-	-	-	-	-	1
21 Hard Copy Rent Increase Notices Processed		60	5	21	18	25	38	32	-	-	-	-	-	199
22 Hard Copy Termination of Tenancy Notices Processed		19	-	4	19	15	19	27	-	-	-	-	-	103
24		79	5	25	37	40	57	59	-	-	-	-	-	302
25 Billing/Enrollment/Registration Counseling Appointments In-Person		-	24	12	12	4	1	8	-	-	-	-	-	61
26 Billing/Enrollment/Registration Counseling Appointments By Phone		7	44	52	33	11	12	14	-	-	-	-	-	173
27 Billing/Enrollment/Registration Counseling Questions Addressed By Email		31	21	60	22	10	30	24	-	-	-	-	-	198
28 TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS		38	65	112	55	21	42	38	-	-	-	-	-	371
29 Enrollment/Tenancy Registration Packets Mailed		-	4	-	51	3	-	23	-	-	-	-	-	81
30 Enrollment Forms Processed		51	14	18	13	39	4	59	-	-	-	-	-	198
31 Rental Housing Fee Invoices Generated		3	14,591	2,004	10	160	34	35	-	-	-	-	-	16,837
32 Checks Processed		-	24	20	8	-	13	7	-	-	-	-	-	72
33 Checks Returned		-	-	4	-	-	-	17	-	-	-	-	-	21
34 Tenancy Registrations Received		24	-	-	-	-	1	3	-	-	-	-	-	28
35 Rental Units Discovered Not in Database		3	6	7	6	3	1	5	-	-	-	-	-	31
36 Property Information Updated		146	78	11	142	118	12	27	-	-	-	-	-	534
37 Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)		119	6	23	22	8	4	3	-	-	-	-	-	185
38 Applications for Administrative Determination of Exempt/Inapplicable Status Received		15	18	25	27	5	1	3	-	-	-	-	-	94
39 Administrative Determination of Exempt/Inapplicable Status Issued		6	8	13	17	16	9	7	-	-	-	-	-	76
40 Declarations of Exemption Processed		41	2	-	-	1	-	-	-	-	-	-	-	44
41 LEGAL UNIT														
42 Public Records Act Requests Received		7	7	5	6	5	5	4	-	-	-	-	-	39
43 Owner Move-In Eviction Termination of Tenancy Notices Reviewed		2	1	-	1	1	1	2	-	-	-	-	-	8
44 Withdrawal from the Rental Market (Ellis Act) Termination of Tenancy Notices Reviewed		1	3	4	1	-	-	-	-	-	-	-	-	9
45 Substantial Repairs Termination of Tenancy Notices Reviewed		-	-	-	-	1	-	-	-	-	-	-	-	1
46 Appeal Hearings Held		-	-	-	-	2	-	-	-	-	-	-	-	2
47 HEARINGS UNIT														
50 Consultations with Hearings Unit Coordinator By Phone		10	8	4	10	12	2	19	-	-	-	-	-	65
51 Hearings-Related Questions Addressed by Email		35	22	-	19	25	10	15	-	-	-	-	-	126
52 TOTAL HEARINGS-RELATED CONSULTATIONS		45	30	4	29	37	12	34	-	-	-	-	-	191
53 MNOI Petitions Received (Attachment A)		-	-	-	-	-	1	-	-	-	-	-	-	1
54 Increased in Occupants Petitions Received (Attachment B)		-	-	-	-	-	-	-	-	-	-	-	-	-
55 Increase in Space or Services Petitions Received (Attachment C)		1	-	-	-	-	-	-	-	-	-	-	-	1
56 Restoration of Denied AGA Petitions Received (Attachment D)		-	-	-	-	-	-	-	-	-	-	-	-	-
57 Landlord Individual Rent Adjustment Petitions Received		-	-	-	-	-	1	-	-	-	-	-	-	1
58 Landlord Petition to Determine Exempt Status Received		-	-	-	-	-	-	-	-	-	-	-	-	-
59 TOTAL LANDLORD PETITIONS RECEIVED		1	-	-	-	-	2	-	-	-	-	-	-	3
60 Excess Rent or Failure to Return Sec Dep Petitions Received (Attachment A)		2	3	2	2	3	1	-	-	-	-	-	-	13
61 Decrease in Space/Services or Habitability Petitions Received (Attachment B)		4	4	4	2	4	3	2	-	-	-	-	-	23
62 Reduction in Number of Tenants Petitions Received (Attachment C)		-	-	-	-	-	-	-	-	-	-	-	-	-

**Rent Program
FY 2024-25 Monthly Activity Report**

ITEM F-4

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Apr-25	Apr-25	Apr-25	May-25	Jun-25	
		MTD ACTUAL	YTD TOTAL											
63	Tenant Petition Based on Multiple Grounds	5	6	5	3	4	3	2	-	-	-	-	-	28
64	Tenant Petition for Rent Withholding Petitions Received	-	-	-	-	-	-	1	-	-	-	-	-	1
65	Tenant Petition for Failure to Pay Relocation Payment Petitions Received	4	3	2	1	1	1	4	-	-	-	-	-	16
66	TOTAL TENANT PETITIONS RECEIVED	15	16	13	8	12	8	9	-	-	-	-	-	81
67	Petition for Determination of Occupancy Status	-	-	-	-	-	-	-	-	-	-	-	-	-
68	Petition for Initial Rent Determination	-	-	-	-	-	-	-	-	-	-	-	-	-
69	Request to Expedite Hearing Process	1	-	-	-	-	-	-	-	-	-	-	-	1
70	Request for a Continuance of the Hearing Process	-	1	-	-	-	-	-	-	-	-	-	-	1
71	Subpoena(s)	-	1	-	-	-	-	1	-	-	-	-	-	2
72	TOTAL OTHER PETITIONS RECEIVED	1	2	-	-	-	-	1	-	-	-	-	-	4
73	Decisions Ordered	-	1	-	1	-	-	1	-	-	-	-	-	3
74	Cases Settled	-	4	-	7	2	2	4	-	-	-	-	-	19
75	Cases Dismissed	-	1	-	1	-	-	1	-	-	-	-	-	3
76	Petitions Withdrawn	-	-	-	-	1	-	-	-	-	-	-	-	1
77	TOTAL CASES CLOSED	-	6	-	9	3	2	6	-	-	-	-	-	26
78	Appeals Received	-	1	-	1	-	-	-	-	-	-	-	-	2
79	Total Open Cases (Tenant Petitions)	22	22	27	21	18	18	20	-	-	-	-	-	148
80	Total Open Cases (Landlord Petitions)	2	2	1	1	-	1	-	-	-	-	-	-	7
81	Total Open Cases (Other Petitions)	-	-	-	-	-	-	-	-	-	-	-	-	-
82	TOTAL OPEN CASES	24	24	28	22	18	19	20	-	-	-	-	-	155
83	Form Submissions													
84	Agent Authorization	-	-	-	-	-	-	-	-	-	-	-	-	-
85	Proof of Excess Rent Refund	-	-	-	-	-	-	-	-	-	-	-	-	-
86	Proof of Permanent Relocation Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
87	Proof of Temporary Relocation Payment	-	-	-	-	-	-	-	-	-	-	-	-	-
88	Change in Terms of Tenancy	-	-	-	-	-	-	-	-	-	-	-	-	-
89	Tenancy Registration Forms Processed	-	-	-	-	-	-	-	-	-	-	-	-	-
90	TOTAL RENT INCREASE NOTICES FILED	212	168	110	47	56	69	72	-	-	-	-	-	734
91	Termination of Tenancy - Nonpayment of Rent	93	15	154	180	142	144	454	-	-	-	-	-	1,182
92	Termination of Tenancy - Breach of Lease	6	4	7	7	7	13	5	-	-	-	-	-	49
93	Termination of Tenancy - Failure to Give Access	-	-	-	-	-	-	-	-	-	-	-	-	-
94	Termination of Tenancy - Nuisance	2	-	-	3	-	1	4	-	-	-	-	-	10
95	Termination of Tenancy - Withdrawal from the Rental Market	1	4	4	1	-	-	-	-	-	-	-	-	10
96	Termination of Tenancy - Owner Move-In	6	1	-	2	2	2	5	-	-	-	-	-	18
97	Termination of Tenancy - Substantial Repairs	-	-	-	1	2	-	-	-	-	-	-	-	3
98	Termination of Tenancy - Temporary Tenancy	-	-	-	1	-	-	-	-	-	-	-	-	1
99	TOTAL TERMINATION OF TENANCY NOTICES FILED	108	24	165	195	153	160	468	-	-	-	-	-	1,273
100														

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 19, 2025

Final Decision Date Deadline: February 19, 2025

STATEMENT OF THE ISSUE: Utilizing the City's MUNIS software system, management staff can generate financial reports on a monthly basis detailing the Rent Program's revenues and expenditures. These reports allow management staff and the Rent Board to closely monitor the Program's financial circumstances.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: RECEIVE the Rent Program FY 2024-25 Monthly Revenue and Expenditure Report through January 2025 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

F-5.

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

ITEM F-5

OBJECT	ORIGINAL BUDGET	ADOPTED BUDGET	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
			July	August	September	October	November	December	January				
340445 Rental Housing Fees	(3,299,011)	(3,289,011)	(28,917.00)	(783,730.20)	(880,506.80)	(559,214.23)	(45,216.75)	(49,595.25)	(66,176.50)	-	(2,413,356.73)	(875,654.27)	73.4%
TOTAL LICENSES, PRMITS&FEES	(3,299,011)	(3,289,011)	(28,917.00)	(783,730.20)	(880,506.80)	(559,214.23)	(45,216.75)	(49,595.25)	(66,176.50)	-	(2,413,356.73)	(875,654.27)	73.4%
361701 Interest	(50,000)	(50,000)	-	-	(14,458.22)	-	-	(25,135.51)	(4,536.03)	-	(44,129.76)	(5,870.24)	88.3%
361705 Realized Gain	-	-	914.66	-	(668.51)	(3,200.38)	3,200.38	(849.49)	(4,536.03)	-	(603.34)	(603.34)	0.0%
TOTAL INTEREST & REALIZED INCOME	(50,000)	(50,000)	914.66	-	(15,126.73)	(3,200.38)	3,200.38	(25,985.00)	(4,536.03)	-	(44,733.10)	(5,266.90)	89.5%
364855 OTHER REV/Misc Other Re	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
364867 Revenue from Collections Agency	(50,000)	(50,000)	-	-	-	-	-	-	(65.80)	-	(65.80)	(49,934.20)	0.1%
337373 Other Grants	-	-	-	-	-	-	-	-	-	-	-	-	0.0%
TOTAL OTHER REVENUE	(50,000)	(50,000)	-	-	-	-	-	-	(65.80)	-	(65.80)	(49,934.20)	0.1%
TOTAL REVENUE	(3,399,011)	(3,389,011)	(28,002.34)	(783,730.20)	(895,633.53)	(562,414.61)	(42,016.37)	(75,580.25)	(70,778.33)	-	(2,458,155.63)	(930,855.37)	72.5%
400001 SALARIES & WAGES/Executive	984,703	984,703	80,343.73	78,067.84	78,067.84	78,067.84	85,569.41	83,197.22	85,043.98	-	568,357.86	416,345.51	57.7%
400002 SALARIES & WAGES/Mgmt-Local 21	467,164	467,164	36,198.82	36,632.32	37,384.68	37,008.50	37,008.50	37,484.80	38,984.18	-	260,701.80	206,462.07	55.8%
400003 SALARIES & WAGES/Local 1021	360,875	360,875	23,492.68	21,992.87	20,614.68	23,492.68	23,492.68	26,310.40	26,985.52	-	166,381.51	194,493.49	46.1%
400006 SALARIES & WAGES/PT- Temp	47,000	47,000	2,561.11	7,247.97	5,181.09	5,370.85	6,302.43	5,718.09	8,756.20	-	41,137.74	5,862.26	87.5%
400031 OVERTIME/General	2,500	2,500	288.63	1,038.11	90.64	-	89.28	386.78	144.18	-	2,037.62	462.38	81.5%
400043 400043 OTHER PAY/Acting Pay -	-	-	-	-	935.03	1,820.90	2,029.40	632.45	1,403.90	-	6,821.68	6,821.68	100.0%
400048 OTHER PAY/Bilingual Pay	14,289	14,289	939.30	1,081.20	1,081.20	1,033.90	1,033.90	1,033.90	1,043.26	-	7,104.76	7,184.00	49.7%
400049 OTHER PAY/Auto Allowance	4,200	4,200	350.00	350.00	350.00	350.00	350.00	350.00	350.00	-	2,450.00	1,750.00	50.0%
400053 OTHER PAY/Pension Credit	19,694	19,694	1,586.19	1,541.58	1,541.58	1,541.58	1,689.24	1,643.65	1,679.50	-	11,223.32	8,470.68	57.0%
TOTAL SALARIES AND WAGES	1,900,425	1,900,425	145,760.46	147,809.99	145,246.74	148,686.25	157,564.84	159,157.29	164,390.72	-	1,068,616.29	831,808.71	56.2%
400103 P-ROLL BEN/Medicare Tax-ER Shr	26,457	26,457	2,106.52	2,128.07	2,087.48	2,140.10	2,270.23	2,317.58	2,365.16	-	15,415.14	11,041.86	58.3%
400105 P-ROLL BEN/Health Insurance Be	326,838	326,838	24,162.60	24,143.27	24,143.27	24,143.27	24,143.27	26,375.46	26,375.46	-	173,486.60	153,351.40	53.1%
400106 P-ROLL BEN/Dental Insurance	19,418	19,418	1,502.93	1,502.93	1,502.93	1,502.93	1,502.93	1,502.93	1,502.93	-	10,520.51	8,897.49	54.2%
400109 P-ROLL BEN/Employee Assistance	252	252	19.89	19.89	19.89	19.89	19.89	19.89	19.89	-	139.23	112.77	55.3%
400110 P-ROLL BEN/Professional Dev-Mg	6,750	6,750	750.00	140.57	-	-	340.00	1,221.36	-	-	2,451.93	4,298.07	36.3%
400111 P-ROLL BEN/Vision	2,324	2,324	180.31	180.31	180.31	180.31	180.31	180.31	180.31	-	1,262.17	1,061.83	54.3%
400112 P-ROLL BEN/Life Insurance	4,047	4,047	332.33	332.33	332.33	332.33	332.33	332.33	332.33	-	2,326.31	1,720.69	57.5%
400114 P-ROLL BEN/Long Term Disabilit	13,025	13,025	711.25	709.23	737.46	715.49	745.27	758.16	790.14	-	5,167.00	7,858.00	39.7%
400116 P-ROLL BEN/Unemployment Ins	6,384	6,384	608.00	608.00	608.00	608.00	608.00	608.00	646.00	-	4,256.00	2,128.00	66.7%
400117 P-ROLL BEN/Personal/Prof Dev	3,750	3,750	-	-	-	-	-	747.54	-	-	747.54	3,002.46	19.9%
400121 P-ROLL BEN/Worker Comp-Clerica	-	-	634.05	-	(634.05)	6,801.19	6,801.19	(13,602.38)	-	-	-	-	100.0%
400122 P-ROLL BEN/Worker Comp-Prof	81,614	81,614	5,097.37	-	15,306.20	-	20,403.57	6,801.19	6,801.19	-	47,608.33	34,005.97	58.3%
400127 P-ROLL BEN/OPEB	-	-	2,182.33	2,147.69	2,159.50	-	-	(6,489.52)	-	-	-	-	100.0%
400130 P-ROLL BEN/PARS Benefits	-	-	34.06	94.23	80.68	93.49	109.47	82.55	133.98	-	628.46	(628.46)	100.0%
400149 P-ROLL BEN/PERS-Misc	240,175	240,175	18,721.45	18,263.81	18,199.60	18,525.32	19,520.79	19,643.10	20,177.94	-	133,052.01	107,122.99	55.4%
400151 P-ROLL BEN/PERS-Misc (UAL)	274,260	274,260	24,753.82	21,222.24	21,222.24	21,222.24	21,222.24	21,222.24	21,222.24	-	152,087.26	122,172.74	55.5%
TOTAL FRINGE BENEFITS	1,005,294	1,005,294	81,796.91	71,492.57	85,945.84	76,284.56	77,795.92	75,285.12	80,547.57	-	549,148.49	456,145.81	54.6%
400201 PROF SVCS/Professional Svcs	90,700	80,700	-	425.15	825.00	2,054.10	966.16	1,172.93	3,205.76	60,150.90	8,649.10	11,900.00	85.3%
400206 PROF SVCS/Legal Serv Cost	275,000	275,000	-	16,666.00	-	33,332.00	16,666.00	16,666.00	16,666.00	33,332.00	99,996.00	141,672.00	48.5%
400220 PROF SVCS/Info Tech Ser	2,500	2,500	-	-	-	-	2,500.00	-	-	-	2,500.00	-	100.0%
400245 TRAVEL & TRNG/Tuition R	-	-	-	-	610.50	-	-	-	-	-	610.50	-	100.0%
400261 DUES & PUB/Memberships & Dues	2,025	2,025	-	-	-	-	-	-	-	-	2,025.00	-	0.0%
400263 DUES & PUB/Subscription	7,500	7,500	-	-	-	1,255.11	-	884.14	-	-	2,139.25	5,360.75	28.5%
400271 AD & PROMO/Advertising&Promo	3,000	3,000	-	-	-	649.00	-	-	-	-	649.00	2,351.00	21.6%
400280 ADM EXP/Program Supplies	6,881	6,881	-	172.80	-	1,014.23	-	1,868.54	-	-	3,055.57	3,825.43	44.4%
TOTAL PROF & ADMIN SERVICES	387,606	377,606	-	17,263.95	1,435.50	38,304.44	20,132.16	20,591.61	19,871.76	93,482.90	117,599.42	166,523.68	55.9%
400331 OFF EXP/Postage & Mailing	30,000	30,000	3,280.95	-	-	8,550.42	500.58	723.51	494.68	-	13,550.14	16,449.86	0.0%
400332 OFF EXP/Printing & Binding	30,000	30,000	-	-	-	2,091.90	382.32	-	373.15	-	2,847.37	17,152.63	9.5%
400304 RENTAL EXP/Equipment Rental	9,000	9,000	-	-	-	1,679.19	-	(2,700.24)	331.38	6,989.43	(689.67)	2,700.24	70.0%
400338 Recognition	300	300	-	-	-	-	-	-	-	-	-	300.00	0.0%
400341 OFF SUPP/Office Supplies	8,000	8,000	-	731.76	-	12.97	-	790.90	-	-	1,535.63	6,464.37	19.2%
TOTAL OTHER OPERATING	77,300	77,300	3,280.95	731.76	-	12,334.48	882.90	(1,185.83)	1,199.21	6,989.43	17,243.47	53,067.10	31.3%
400401 UTILITIES/Tel & Telegraph	500	500	-	-	-	-	-	-	-	-	-	500.00	0.0%
TOTAL UTILITIES	500	500	-	-	-	500.00	0.0%						
400552 PROV FR INS LOSS/Ins Gen Liab	9,500	9,500	-	-	8,500.00	-	-	-	614.00	86.00	9,114.00	300.00	96.8%
TOTAL PROVISION FOR INS LOSS	9,500	9,500	-	-	8,500.00	-	-	-	614.00	86.00	9,114.00	300.00	96.8%
400574 COST POOL/ISF-Gen Liability	99,980	99,980	8,328.29	8,332.00	8,332.00	8,332.00	8,332.00	8,332.00	8,332.00	-	58,320.29	41,660.00	58.3%
400586 COST POOL/CAP-Admin Charges	52,481	52,481	4,378.00	4,373.00	4,373.00	4,373.00	4,373.00	4,373.00	4,373.00	-	30,616.00	21,865.00	58.3%
400591 COST POOL/IND/Civic Ctr Alloc	56,315	56,315	4,692.00	4,693.00	4,693.00	4,693.00	4,693.00	4,693.00	4,693.00	-	32,850.00	23,465.00	58.3%
TOTAL COST POOL	208,776	208,776	17,398.29	17,398.00	17,398.00	17,398.00	17,398.00	17,398.00	17,398.00	-	121,786.29	86,990.00	58.3%
391994 391994 TRANSFER IN/From Gen Fund	(290,391)	(290,391)	(24,190.59)	(24,200.00)	(24,200.00)	(24,200.00)	(24,200.00)	(24,200.00)	(24,200.00)	-	(169,390.59)	(121,000.00)	58.3%
90 OPER XFRS IN	(290,391)	(290,391)	(24,190.59)	(24,200.00)	(24,200.00)	(24,200.00)	(24,200.00)	(24,200.00)	(24,200.00)	-	(169,390.59)	(121,000.00)	58.3%
TOTAL EXPENDITURES	3,299,011	3,289,011	224,046.02	230,496.27	234,326.08	268,807.73	249,573.82	247,046.19	259,821.26	100,558.33	1,714,117.37	1,474,335.30	55.2%
NET OPERATING (SURPLUS)/DEFICIT	(100,000)	(100,000)	196,043.68	-553,233.93	-661,307.45	-293,606.88	207,557.45	171,465.94	189,042.93	100,558.33	-744,038.26	543,479.93	
CASH BALANCE			1,385,693.52	1,709,724.80	2,634,174.70	2,928,898.31	2,723,542.49	2,545,997.92	2,360,098.39				

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 19, 2025

Final Decision Date Deadline: February 19, 2025

STATEMENT OF THE ISSUE: As part of the Fiscal Year 2021-22 budget development process, management staff consulted with Kevin Harper, CPA, to implement a series of budgetary best practices for the Rent Program and Rent Board. As Kevin Harper advised in his March 12, 2020, memorandum, "a key element of an effective budget process is monitoring actual results against the budget throughout the year. This is done on a quarterly basis to allow management time to make adjustments if necessary to expenditures, policies or operations." In accordance with Kevin Harper's advice, staff members have prepared the report for the second quarter ending December 31, 2024, for the Board's receipt.

INDICATE APPROPRIATE BODY

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

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

RECOMMENDED ACTION: RECEIVE the Budgeted versus Actual Revenue and Expenditures Report for the second quarter ending December 31, 2024 – Rent Program (Fred Tran 620-6537). ***This item was continued from the January 15, Regular Rent Board Meeting.***

AGENDA ITEM NO:

F-6.

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RICHMOND RENT PROGRAM
 BUDGET VS ACTUAL REPORT - REVENUES AND EXPENDITURES
 QUARTER ENDED DECEMBER 31, 2024

	QUARTER ENDED for 12/31/2024			YEAR-TO-DATE as of 12/31/2024			VARIANCE EXPLANATION (a)
	BUDGET	ACTUAL	VARIANCE	BUDGET	ACTUAL	VARIANCE	
REVENUES							
Fees (includes revenue from collections agency)	\$ (824,753)	\$ (654,026)	\$ 170,727	\$ (2,639,209)	\$ (2,347,180)	\$ 292,029	Analysis of outstanding invoices have began in January 2025 from initial billings, leadership will contact owners
Other Income	(25,000)	(25,985)	(985)	(50,000)	(40,197)	9,803	Collection efforts have not begun, analysis of outstanding invoices will begin in January 2025 from initial billings
TOTAL REVENUES	(849,753)	(680,011)	169,742	(2,689,209)	(2,387,377)	301,832	
EXPENDITURES							
Salaries & Wages							
SALARIES & WAGES/Executive	246,176	246,834	(659)	492,352	483,314	9,038	
SALARIES & WAGES/Mgmt.-Local 21	116,791	111,502	5,289	233,582	221,718	11,864	
SALARIES & WAGES/Local 1021	90,219	73,296	16,923	180,438	139,396	41,042	
SALARIES & WAGES/PT- Temp	11,750	17,391	(5,641)	23,500	32,382	(8,882)	Budgeted intern, acting pay to assist with the vacancy of an Office Trainee
OVERTIME/General	625	476	149	1,250	1,893	(643)	Additional overtime needed in August and September for invoicing
OTHER PAY/Acting	-	4,483	(4,483)	-	5,418	(5,418)	Budgeted intern, acting pay to assist with the vacancy of an Office Trainee
OTHER PAY/Bilingual Pay	3,572	3,102	470	7,144	6,062	1,083	
OTHER PAY/Auto Allowance	1,050	1,050	-	2,100	2,100	-	
OTHER PAY/Pension Credit	4,924	4,874	49	9,847	9,544	303	
OTHER PAY/Pension Credit	-	2,400	(2,400)	-	2,400	(2,400)	Holiday bonus for Student Interns not budgeted - City approved policy in December 2024
Subtotal Salaries & Wages	475,106	465,408	12,098	950,213	904,226	48,387	
Benefits							
P-ROLL BEN/Medicare Tax-ER Shri	6,614	6,728	(114)	13,229	13,050	179	
P-ROLL BEN/Health Insurance Benefit	81,710	74,662	7,048	163,419	147,111	16,308	
P-ROLL BEN/Dental Insurance	4,855	4,509	346	9,709	9,018	691	
P-ROLL BEN/Employee Assistance	63	60	3	126	119	7	
P-ROLL BEN/Professional Dev-Mg	1,688	1,561	126	3,375	2,452	923	Staff utilized less professional development allocated for the fiscal year
P-ROLL BEN/Vision	581	541	40	1,162	1,082	80	
P-ROLL BEN/Life Insurance	1,012	997	15	2,024	1,994	30	
P-ROLL BEN/Long Term Disability	3,256	2,219	1,037	6,513	4,377	2,136	Less LTD Insurance paid and budgeted by Finance
P-ROLL BEN/Unemployment Ins	1,596	1,786	(190)	3,192	3,610	(418)	
P-ROLL BEN/Personal/Prof Dev	938	748	190	1,875	748	1,127	Staff utilized less professional development allocated for the fiscal year
P-ROLL BEN/Worker Comp-Clerical	-	20,404	(20,404)	-	20,404	(20,404)	Worker Comp actual amount increased at a hire rate than budgeted by City Finance and HR, cost negotiated with City
P-ROLL BEN/Worker Comp-Prof	20,404	-	20,404	40,807	20,404	20,404	Worker Comp actual amount increased at a hire rate than budgeted by City Finance and HR, cost negotiated with City
P-ROLL BEN/OPEB	-	-	-	-	6,490	(6,490)	OPEB was not budgeted by HR and Finance
P-ROLL BEN/PARS Benefits	-	286	(286)	-	494	(494)	PARS charge was not originally budgeted by HR and Finance
P-ROLL BEN/PERS-Misc.	60,044	57,689	2,355	120,088	112,874	7,213	
P-ROLL BEN/PERS-Misc. (UAL)	68,565	63,667	4,898	137,130	130,865	6,265	
Subtotal Benefits	251,324	235,855	15,468	502,647	475,090	27,557	
Professional & Administrative Services							
PROF SVCS/Professional Sacs	20,175	4,193	15,982	40,350	5,443	34,907	Less interpretation services used in the quarter
PROF SVCS/Legal Serv Cost	68,750	66,664	2,086	137,500	83,330	54,170	Legal Service Cost have been encumbered and not yet charged to Program, contract negotiation with agency
PROF SVCS/Info Tech Ser	625	2,500	(1,875)	1,250	2,500	(1,250)	City charged the Program for the annual TRAKIT fee
TRAVEL & TRNG/Tuition R	-	-	-	-	611	(611)	Staff budgeted in P-ROLL BEN/Professional Dev-Mg
DUES & PUB/Memberships & Dues	506	-	506	1,013	-	1,013	Staff did not utilize dues in current quarter
DUES & PUB/Memberships & Dues	1,875	1,255	620	3,750	1,255	2,495	Not all Staff utilized dues in current quarter
Ad & Promo/Advertising & Promo Materials	750	649	101	1,500	649	851	Printing is beginning for Guide and City has not charged Program for invoicing
Adm Exp/Program Supplies	1,720	1,014	706	3,441	1,187	2,253	City has not charged Program for invoicing
Subtotal Professional, Travel, & Admin Services	94,402	76,276	18,126	188,803	94,975	93,828	
Other Operating Expenditures							
OFF EXP/Postage & Mailing	7,500	9,775	(2,275)	15,000	13,055	1,945	
OFF EXP/Printing & Binding	7,500	2,474	5,026	15,000	2,474	12,526	City has not charged Program for invoicing
RENTAL EXP/Equipment Rental	2,250	(1,021)	3,271	4,500	(1,021)	5,521	Full charges for copier shared with the City have not been charged to the Program
RECOGNITION	75	-	75	150	-	150	No charges for Recognition in the current quarter, expected in 3rd quarter
OFF SUPP/Office Supplies	2,000	13	1,987	4,000	745	3,255	Less office supplies purchased in current quarter
UTILITIES/Tel & Telegraph	125	-	125	250	-	250	Expenditures for line item have not been utilized
PROV FR INS LOSS/Ins Gen Liability	2,375	-	2,375	4,750	8,500	(3,750)	Annual insurance invoice paid at the beginning of the fiscal year
COST POOL/(ISF)-Gen Liability	24,995	24,996	(1)	49,990	49,988	2	
COST POOL/(CAP)- Admin Charges	13,120	13,119	1	26,241	26,243	(3)	
COST POOL/(IND)Civic Ctr Alok	14,079	14,079	(0)	28,158	28,157	1	
90 OPER XFERS IN	(72,598)	(72,600)	2	(145,195)	(145,191)	(5)	
Subtotal Other Operating Expenditures	1,421	(9,165)	10,587	2,843	(17,049)	19,892	
TOTAL EXPENDITURES	822,253	768,374	53,879	1,644,506	1,457,242	187,263	
NET (REVENUES) TO EXPENDITURES	\$ (27,500)	\$ 88,362	\$ (115,862)	\$ (1,044,703)	\$ (930,135)	\$ (114,568)	

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

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 19, 2025

Final Decision Date Deadline: February 19, 2025

STATEMENT OF THE ISSUE: At the November 17, 2021, Regular Meeting of the Richmond Rent Board, the Board adopted Regulation 425, titled, "Waiver of Delinquent Residential Housing Fee Assessment. As required by Regulation 425, the Executive Director or his or her designee shall review all late fee waiver requests and issue a recommendation for the Rent Board to approve the waiver, in full or in part, or deny the waiver, based on the Landlord's reason for requesting the waiver and their payment history. Attached to this recommendation for the month of February 2025, are the compiled late fee waiver requests and associated documentation.

INDICATE APPROPRIATE BODY

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

ITEM

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|---|--|--|
| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) | | |
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| <input type="checkbox"/> Grant Application/Acceptance | <input type="checkbox"/> Claims Filed Against City of Richmond | |
| <input type="checkbox"/> Resolution | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) | |

RECOMMENDED ACTION: APPROVE late fee waiver(s) for February 2025 pursuant to Regulation 425 - Rent Program (Fred Tran/510-620-6537).

AGENDA ITEM NO:

F-7.

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To: Chair Cantor and Members of the Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – February 2025

Date: February 19, 2025

Late Fee Waiver Recommendations Pursuant to Regulation 425

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

A Summary of the Late Fee Waiver Requests and Recommendation submitted in accordance with Regulation 425 for February 2025 of each property approved are included in Attachment 1.

Good Cause and Late Payment History

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

Claim of "Good Cause"

Staff reviewed and assessed each form submitted in Attachment 1 with the accompanying support documents to determine the "Good Cause" requirement were met. The reasonable efforts, including the due diligence of remitting timely payments of the Residential Rental Housing Fee were validated for each Late Fee Waiver Request on Attachment 1. Staff also considered the property owner enrolling with the Program and registering units, when necessary, in accordance with the Ordinance.

Payment History

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

In this case, the owners had not previously submitted a Late Fee Waiver request.

Evaluation of Owner's Claim of Good Cause

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

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

Rent Program staff confirmed the base Residential Rental Housing Fees for the outstanding Fiscal Years were paid when informed or notified of the balance due. The property owners demonstrated Good Cause that warrants a waiver of late fees with a timely payment when the invoice was received (or informed of the outstanding balance). The owner also updated an enrollment and registration form when necessary.

Staff Recommendation

The listed properties on Attachment 1 demonstrated good faith efforts to come into compliance by contacting the Rent Program to inquire about the Program, paying the Residential Rental Housing Fees when the invoice was provided, enrolling and/or registering with the Program. Considering these factors, staff recommend that a full waiver of late fees listed on Attachment 1 be granted.

**ITEM F-7
ATTACHEMENT 1**

Late Fee Waiver Summary – February 19, 2025 Board Meeting

	Property Street or FJRC	Property Owner	Date of Request	Reason for Request	Recommendation to Approve or Deny	Late Fee Amount	Total Late Fees Waived if Approved	Recommended Late Fee Amount (if any)
1	2716 Clinton Avenue	Miguel & Angelina Cardona	8/20/2023	Did not receive the invoice	Full waiver of late fees	\$63.50	\$63.50	None
1	3418 Nevin Avenue	Miguel & Angelina Cardona	8/20/2023	Did not receive the invoice	Full waiver of late fees	\$63.50	\$63.50	None
1	544 34th Street	Miguel & Angelina Cardona	8/20/2023	Did not receive the invoice	Full waiver of late fees	\$63.50	\$63.50	None
1	819-821 Humboldt Street	Miguel & Angelina Cardona	8/20/2023	Did not receive the invoice	Full waiver of late fees	\$226.00	\$226.00	None
1	338 32nd Street	Miguel & Angelina Cardona	8/20/2023	Did not receive the invoice	Full waiver of late fees	\$63.50	\$63.50	None
1	424 34th Street	Miguel & Angelina Cardona	8/20/2023	Did not receive the invoice	Full waiver of late fees	\$226.00	\$226.00	None
2	420 40th Stret	Segio De Araujo - AUS LLC	10/6/2023	Did not receive the invoice	Full waiver of late fees	\$63.50	\$63.50	None
3	654-656 20th Street	Jon Jianmin Li	10/3/2023	Did not receive the invoice	Full waiver of late fees	\$835.50	\$835.50	None
4	139 Lakeshore Court	Hsuching Wintz	10/10/2023	Did not receive the invoice	Full waiver of late fees	\$125.00	\$125.00	None
5	101-115 Santa Fe Ave	Valerie F. Gutierrez	8/30/2023	Due to medical issues	Full waiver of late fees	\$220.00	\$220.00	None
5	5806 Jefferson Ave	Scialanga Revocable Trust	10/22/2023	Wrong Mailing Address	Full waiver of late fees	\$330.00	\$330.00	None
5	411 S. 23rd St.	Yahya Alansi	9/1/2023	Wrong Mailing Address	Full waiver of late fees	\$5,348.00	\$5,348.00	None
5	1812 Burbeck Ave	Adriana Dorantes	1/28/2025	Did not receive the invoice	Full waiver of late fees	\$67.50	\$67.50	None
5	1402-1614 Costa Ave	Javier Delgado	11/18/2022	Wrong Mailing Address	Full waiver of late fees	\$1,525.50	\$1,525.50	None
5	2116 Barrett Ave	Faiza Shah	10/28/2022	Invoice required revisions	Full waiver of late fees	\$436.00	\$436.00	None
6	5124-5130 McBryde Ave	Ted Lee	10/10/2023	Did not receive the invoice	Full waiver of late fees	\$1,772.50	\$1,772.50	None
6	317-321 45th Street	Ted Lee	10/10/2023	Did not receive the invoice	Full waiver of late fees	\$0.00	\$0.00	None
6	345-351 38th Street	Ted Lee	10/10/2023	Did not receive the invoice	Full waiver of late fees	\$0.00	\$0.00	None
6	4100 Solano Avenue	Ted Lee	10/10/2023	Did not receive the invoice	Full waiver of late fees	\$0.00	\$0.00	None
6	6215 Tehama Avenue	Ted Lee	10/10/2023	Did not receive the invoice	Full waiver of late fees	\$0.00	\$0.00	None
6	212 Pioneer Court	Ted Lee	10/10/2023	Did not receive the invoice	Full waiver of late fees	\$0.00	\$0.00	None
6	552 40th Street	Ted Lee	10/10/2023	Did not receive the invoice	Full waiver of late fees	\$0.00	\$0.00	None
6	341-351 42nd Street	Ted Lee	10/10/2023	Did not receive the invoice	Full waiver of late fees	\$0.00	\$0.00	None
Total						\$11,429.50	\$11,429.50	

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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 19, 2025

Final Decision Date Deadline: February 19, 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

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

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| <input type="checkbox"/> Presentation/Proclamation/Commendation (3-Minute Time Limit) | | |
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| <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. *This item was continued from the January 15, Regular Rent Board Meeting.*

AGENDA ITEM NO:

H-1.

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AGENDA REPORT

DATE: February 19, 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

ITEM H-1

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.

ITEM H-1

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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ITEM H-1

**February 19, 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 confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

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

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

29. Third Parties. Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."

30. Governing Law. This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.

31. Nonrenewal. Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.

32. Claims. Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.

33. Interpretation. This Contract shall be interpreted as if drafted by both parties.

34. Warranty. In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.

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

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

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

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

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

39. Performance and Final Acceptance.

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

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

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

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

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

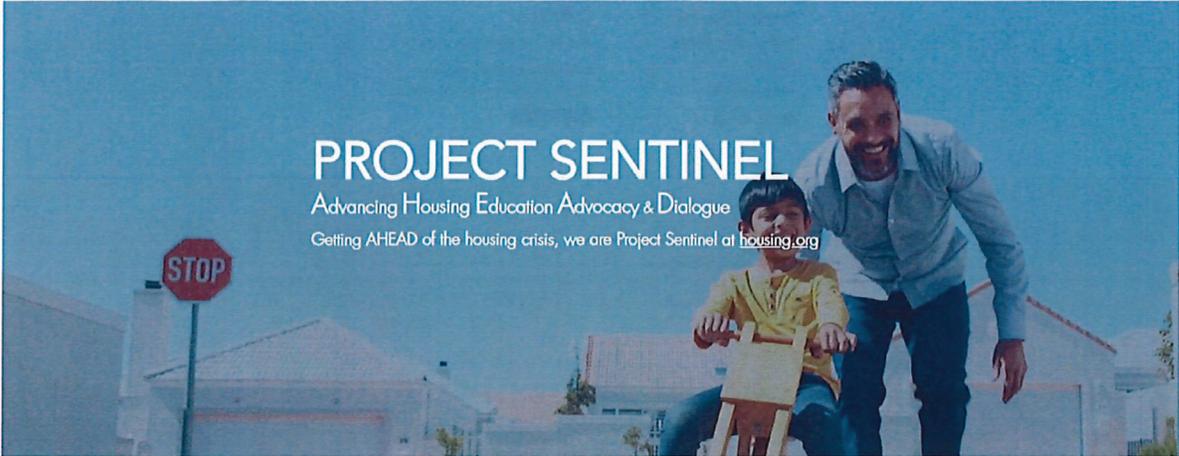
**EXHIBIT E
SPECIAL CONDITIONS**

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

**EXHIBIT F
INSURANCE PROVISIONS**

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

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PROJECT SENTINEL

Advancing Housing Education Advocacy & Dialogue

Getting AHEAD of the housing crisis, we are Project Sentinel at housing.org

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

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

50+
programs administered to help people with housing issues

Our Services



Fair Housing Advocacy & Counseling

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

[Learn more](#)



Tenant-Landlord Dispute Resolution

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

[Learn more](#)



HUD-Certified Homeowner Counseling

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

[Learn more](#)



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

[Get resources and support](#)

Contact Us

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

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

General Inquires:

Toll Free: (800) 339-6043

TTY: 7-1-1

info@housing.org



Call Hours:

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

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

[Read More](#)

Upcoming Trainings & Events

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



ITEM H-1

**February 19, 2025
RENT BOARD MEETING**

ATTACHMENT 3

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

ACCENT ON LANGUAGES

EXHIBIT A
SERVICE PLAN

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

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

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

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

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

Contractor understands the importance of reliable in-person appearance at Regular and Special Rent Board meetings and other in-person Rent Program events that require consecutive or simultaneous interpretation. In case where remote connections are required during interpreting sessions, whether by phone or video conference, contractor shall provide reliable U.S.-based remote interpreters who are required to use direct, high-speed internet connections, land lines and home offices that are free of background noise and distractions. If a call is dropped or there is a video conference "hiccup," the interpreter shall be required to immediately call back into the line as soon as possible. Rent Board staff shall be able to contact the Contractor by telephone for immediate assistance.

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.

ACCENT ON LANGUAGES

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.

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

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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.

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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,

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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

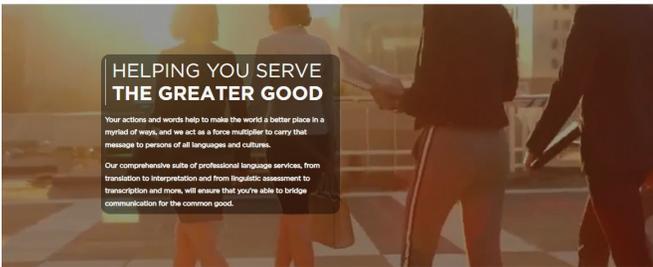
**EXHIBIT E
SPECIAL CONDITIONS**

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.

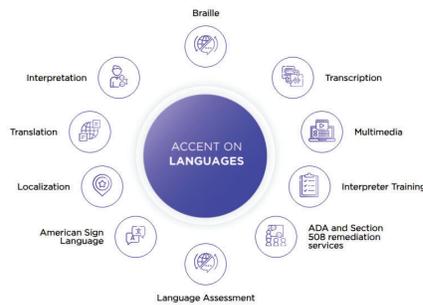
As a woman and minority owned business, we're proud to provide governments of all sizes with the efficient, accurate tools they need for translation, interpretation, transcription, assessment and more.

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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AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: February 19, 2025

Final Decision Date Deadline: February 19, 2025

STATEMENT OF THE ISSUE: Under Section 11.100.060(I) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, the City Council sets the Residential Rental Housing Fee based on the Rent Board's recommendation. Before July 1, the Rent Board must hold a public hearing, propose a budget, and adopt an annual budget for the next fiscal year.

At the Board's direction, staff have explored potential alternative funding sources and will present the findings. An updated fiscal year 2025–26 Budget and Fee Study timeline has been prepared for Board review.

INDICATE APPROPRIATE BODY

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

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

RECOMMENDED ACTION:

RECEIVE a presentation detailing:

- Potential external funding sources, including private and government grants.
- Concerns and limitations of seeking such funds.
- The fiscal year 2025–26 Budget and Fee Study timeline.

For further inquiries, contact Nicolas Traylor or Fred Tran at 510-620-6564.

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AGENDA REPORT

DATE: February 19, 2025

TO: Chair Cantor and Members of the Rent Board

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

SUBJECT: DISCUSSION ON POTENTIAL EXTERNAL FUNDING SOURCES -
FISCAL YEAR 2025–26 BUDGET UPDATE

STATEMENT OF THE ISSUE:

Under Section 11.100.060(l) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, the City Council sets the Residential Rental Housing Fee based on the Rent Board's recommendation. Before July 1, the Rent Board must hold a public hearing, propose a budget, and adopt an annual budget for the next fiscal year.

At the Board's direction, staff have explored potential alternative funding sources and will present the findings. An updated fiscal year 2025–26 Budget and Fee Study timeline has been prepared for Board review.

RECOMMENDED ACTION:

RECEIVE a presentation detailing:

- Potential external funding sources, including private and government grants.
- Concerns and limitations of seeking such funds.
- The fiscal year 2025–26 Budget and Fee Study timeline.

For further inquiries, contact Nicolas Traylor or Fred Tran at 510-620-6564.

FISCAL IMPACT:

There is no fiscal impact related to this item.

DISCUSSION:

Background and Context

At the December 18, 2024 Rent Board meeting, Board Member Dockens highlighted the Rent Ordinance’s provision allowing the Rent Board to request and receive funding from “any available source” to cover reasonable and necessary expenses under Section 11.100.060(l). The Board directed staff to explore potential funding solutions, including grants, partnerships with the City, and strategies to improve compliance.

Rent Program Funding Structure

The Rent Program operates as a Special Revenue Fund, meaning its funding comes exclusively from Residential Rental Housing Fees and thus must be used only for program operations. These funds are separate from the City’s General Fund to offer transparency and meet the accounting requirements under the Government Accounting Standards Board (GASB) guidelines.

Staff Research and Findings: External Sources Explored

California Grants Portal (www.grants.ca.gov): 13 grants were identified in housing, community, and economic development classification. However, none aligned with the Rent Program’s regulatory scope. The www.grants.gov platform was also searched for potential funding opportunities. This site primarily caters to 501(c)(3) nonprofits and has strict eligibility requirements, making it unsuitable for the Rent Program’s requirements and needs.

Nonprofit vs. Government Funding

501(c)(3) nonprofits have access to diverse funding options such as donations, crowdfunding, and membership fees, selling goods and services and event revenue, which are not available to the Rent Program as a Special Revenue Fund.

Although there are various types of government grants, such as Categorical Grants (grants designated for specific purposes with stringent guidelines), Block Grants (grants that fund broader purposes, utilized with a general fund functioning area such as community development or public health), Pass Through Grants (federal grants passed through to the state and then to local governments with state oversight), Competitive Grants (grants requiring proposals and awarded based on merit and alignment with grantor’s objectives and grantees regulatory scope), and Federal Assistance Programs (grants for specific purposes, such as infrastructure, disaster relief or public safety enhancements). The Rent Program’s external funding opportunities, including the grant categories mentioned above, are limited to grants that align with its regulatory mission. Government grants researched by staff included grants provided by the US Department of Housing and Urban Development (HUD), are related to addressing substandard housing and increasing affordable housing options. These grants do not align with the

regulatory scope of the Rent Program (i.e. regulating rents and evictions and providing recourse for fair return).

Other Types of Grants Available and Associated Restrictions

Grant Restrictions and Management Grants typically fall into two categories:

Restricted Grants: Funds must be used for specific purposes outlined in the grant application, often with limits on administrative costs.

Unrestricted Grants: Provide more flexibility but are much less common (only ~20% of available grants).

Grants also encompass varying reporting and management requirements. Other categories of grants may include other conditions such as the following:

Unconditional Grants: Minimal reporting; funds provided upfront.

Contingent Grants: Disbursed in installments tied to specific benchmarks.

Reimbursable Grants: Require expenses to be incurred and reported before reimbursement, often necessitating audits.

Other Types of External Funding Sources

Corporate Philanthropy

Corporate philanthropy encompasses a variety of funding opportunities, such as:

- Grants provided through corporate foundations.
 - Official partnerships or sponsorships.
 - One-time donations tied to specific campaigns, projects, or events.
 - Matching gift programs that match employee donations.
 - Volunteer grants are awarded based on employee volunteer hours.
 - Financial matches for employees raising funds through peer-to-peer initiatives.
 - Annual workplace giving programs benefiting local or partner nonprofits.
-

Donor-Advised Funds (DAFs)

While not technically grants, donor-advised funds (DAFs) operate similarly. They serve as philanthropic giving accounts managed by sponsoring organizations such as financial service providers, community foundations, or single-issue charities with the following steps:

1. Funding the Account: Donors contribute funds into a designated investment account managed by the sponsoring organization.
2. Growing the Funds: The account's funds are invested and grow over time.
3. Making Donations: Donors decide when and which organizations will receive contributions from the fund.

DAF funders require that donations are used for their intended purpose, and these requirements directly influence how the funds are allocated and spent. The intended purpose of these donations, just as with grants must align with the regulatory scope of the Rent Program.

City of Richmond Classifications/Positions Tasked with Preparing, Managing, or Assisting with Grants

To undertake researching, identification, and writing of grants, the Rent Program would need an experienced grant writer. This individual would need to establish a reliable pipeline of grant opportunities and work with the City and Board to secure external funding. Budgeting for such a position would require careful consideration of long-term costs such as ongoing Cal-PERS (retirement) contributions and employee benefits. The Board and staff must also evaluate the probability of being awarded grants and how the funding coincides with the Rent Program's budgeting timeline.

Currently, the City does not have dedicated staff for grant management.

Instead:

- **Department Directors** typically oversee the application and management of grants. The department would collaborate with the Finance Department to track and budget costs.
- **City Council, Boards/Commissions** must approve all grants.

According to the City's Human Resources Department, no position is solely dedicated to managing grants. Instead, grant-related responsibilities are integrated into broader job classifications, allowing departments flexibility in assigning tasks.

City Positions That May Be Involved in Grant Writing and Management

The following roles may include grant-related duties, though they are not primarily focused on grants:

1. Administrative Analyst
2. Associate Administrative Analyst
3. Senior Administrative Analyst
4. Management Analyst
5. Senior Management Analyst

- 6. Executive Assistant I/II
- 7. Project Manager I/II/III

This flexible structure allows departments to assign grant tasks as needed while maintaining a broad scope of responsibilities across roles. Assigning the above-mentioned classifications to primarily write grants may face roadblocks from the employee Unions, arguing that such employees would be working outside the scope of their Memorandum of Agreement lists of duties.

High Level Overview of Practical and Legal Considerations

Overview of Practical and Legal Considerations for Seeking External Funding

When government regulatory agencies, such as the Rent Program, explore external funding sources like grants, they must navigate significant legal and practical challenges. Traditionally, these agencies rely on fee-based funding tied to their regulatory services. Seeking outside funding introduces complexities that, if not properly managed, could jeopardize the agency's integrity and effectiveness. Below are the key considerations:

1. Segregating and Managing External Funds

When external funding is acquired, it must be separated from standard fee-based income to ensure transparency and compliance with legal standards. This requires careful financial management, including distinct accounting for internal and external funds and related expenses.

2. Budgeting for Uncertain Revenues

External funding sources, such as grants, are often unpredictable. Planning initiatives or allocating resources based on these uncertain revenues can lead to budget shortfalls if funding does not materialize. Agencies must avoid committing expenses without guaranteed funding to remain compliant with fiscal regulations.

3. Justifying Staff Allocation for Fundraising

Assigning staff to pursue external funding must be justified, especially when these activities fall outside the agency's core regulatory duties. Careful balance is needed to ensure this does not divert resources from the agency's primary mission.

4. Differences Between Governmental and Non-Profit Budgets

Governmental regulatory agencies operate under stricter legal and budgetary constraints compared to non-profits, which typically have more flexibility in fundraising and spending. Government agencies must adhere to local, state, and federal regulations that tightly control how funds are managed and allocated.

5. Legal Risks of Overstepping Regulatory Authority

Engaging in fundraising beyond an agency's authorized regulatory scope can result in legal challenges. Such activities may be perceived as overreach and could invite scrutiny, potentially undermining the agency's credibility and authority.

6. Risks of Political Influence from Funders

Accepting external funds from politically affiliated entities poses risks of undue influence, which could compromise the agency's objectivity. For example, the *Citizens United v. FEC* Supreme Court decision highlighted concerns about the influence of external funding. Agencies must remain impartial and free from political bias to maintain public trust.

7. Potential Distraction from Core Responsibilities

Fundraising efforts can divert resources and attention away from the agency's primary regulatory mission. This may result in diminished effectiveness and public trust if core functions are neglected in favor of grant-seeking activities.

8. Challenges with Scope, Timing, and Funding Probability

The process of securing grants involves significant uncertainty. Key challenges include:

- **Regulatory Scope Alignment:** Grants must align with the agency's regulatory responsibilities.
- **Timing of Funding:** The availability of grant funds must coincide with the agency's budget process and deadlines.
- **Likelihood of Success:** The probability of receiving grants can be uncertain, making reliance on such funding a financially risky endeavor.

Long-Term Financial Stability of the Rent Program Budget and City Cost Pool Charges

The Rent Program's budget has faced some instability in past fiscal years due to fluctuating and increasing City cost pool charges. Introducing additional uncertainties by allocating funds to pursue outside funding sources could further destabilize the Rent Program's budget process.

Currently, the Cost Pool for General Liability Insurance, Workers' Compensation, Administrative Charges, and Civic Center Allocation (rent) remains unresolved, as no formal cooperation agreement exists. Rent Program leadership and the City of Richmond are engaged in ongoing discussions to establish a long-term Cooperative Agreement. Without this agreement in place, pursuing and budgeting for external funding may increase the complexity passing the program's annual budget.

To address immediate concerns and meet the current budget timeline, staff recommend prioritizing the establishment of a long-term cooperation agreement with the City of

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Richmond regarding cost pool charges. This approach would provide a more stable foundation for managing the Rent Program's budget moving forward.

Increasing Rent Program Revenue Through Compliance Efforts

The Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Rent Ordinance) allows the Rent Board to pursue outside funding sources to support its mission and strengthen financial stability. However, in the absence of external funding, the most effective way to achieve financial stability is to focus on improving compliance with the Residential Rental Housing Fee, which funds Rent Program services and activities.

Allocating staff resources to identify and investigate residential rental properties that have avoided Rent Program regulations, as well as collecting delinquent Residential Rental Housing Fees, offers the most direct path to long-term financial stability for the program. Strengthening compliance efforts ensures that the agency can fulfill its mission while maintaining a stable financial foundation.

Conclusion

Staff research has found no current local, state, or federal grants that align with the regulatory scope of the Rent Program. However, this does not mean such funding sources do not exist or may not exist in the future. For example, during the COVID-19 pandemic, the Rent Program successfully applied for and received a \$15,000 grant for emergency rent assistance outreach. Although rent assistance grants continue to exist, they are not a reliable source of funding for budgetary purposes.

While pursuing external funding could provide additional resources, it also introduces various legal and practical challenges. The Rent Program would need to address these challenges carefully to maintain its integrity, comply with legal requirements, and uphold its regulatory mission.

Staff recommend that the Board carefully weigh the legal and practical risks of incorporating external funding into the budget. To strengthen the Rent Program's financial stability, staff also suggest increasing resources dedicated to compliance efforts and the collection of Residential Rental Housing Fees.

DOCUMENTS ATTACHED:

Attachment 1- Timeline for FY 2025-26 Rent Program Budget

Attachment 2- Research sources DISCUSSION ON POTENTIAL EXTERNAL FUNDING SOURCES FOR - FISCAL YEAR 2025–26 BUDGET

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PROPOSED FY 2025-26 BUDGET AND FEE STUDY TIMELINE

Date	Task	Lead
February 1, 2025	Budget Kickoff Meeting with Rent Program – Review Proposed Timeline	Fred
February Regular Rent Board Meeting	Board Receives Timeline for Budget Adoption/Fee Study Approval/Approval of Fee/Billing	Nick
April 1, 2025	Newspaper announcement is sent to be published in the paper on Wednesday, April 5 & Saturday, April 8, 2025	Cindy
April Regular Rent Board Meeting (4/16/2025) <i>Packet published 4/11/2025</i>	PUBLIC HEARING HELD: Board receives revised FY 25/26 Budget and Fee Study and considers adoption (if not adopted, item may be continued in April and May, potential Special Meetings required)	Fred
City Council Meeting in April – April 29, 2025 (staff will insert placeholder for subsequent meetings in the event item requires several meetings) <i>(Item request due in eSCRIBE 4/11/22, supporting docs due 4/16)</i>	City Council Adopts Resolution Approving FY 25/26 Rental Housing Fee	Nick
May 2025	Rent Program staff notify Finance Department staff (Andrea Miller and Antonio Banuelos) of adopted fee for inclusion in the City’s Master Fee Schedule	Fred

Section 11.100.060(n) of the Rent Ordinance states:

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

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Research Sources for Agenda Report on Discussion of Potential External Funding
[and Related Practical and Legal Concerns]

1. **California Grants Portal.** Website: www.grants.ca.gov
2. **General Accounting Standards Board.** Website: www.gasb.org
3. **HUD Grants Website.** www.hud.gov/program_offices/spm/gmomgmt/grantsinfo
4. **Government Accountability Office (GAO) - Appropriations Law Resources**
Website: <https://www.gao.gov/legal/appropriations-law/resources>
5. **Federal Election Commission (FEC) - Citizens United v. FEC Case**
Website: <https://www.fec.gov/legal-resources/court-cases/citizens-united-v-fec/>
6. **Consumer Financial Protection Bureau (CFPB) - Wikipedia Entry**
Website: https://en.wikipedia.org/wiki/Consumer_Financial_Protection_Bureau
7. **The Australian - ASIC Criticism and Funding Structure**
Website: <https://www.theaustralian.com.au/business/asic-critics-back-right-of-asic-to-capitalise-on-its-wins/news-story/36fcb8a9ee19f259dc095ddff0636f8e>
8. **The Wall Street Journal - SEC and Regulatory Challenge**
Website: <https://www.wsj.com/articles/sec-needs-to-prepare-for-more-regulatory-challenges-agency-watchdog-says-67c35eb2>
9. **Barron's - Supreme Court Ruling on Regulatory Agencies**
Website: <https://www.barrons.com/advisor/articles/supreme-court-sec-regulatory-powers-curbed-a450f466>

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