



**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, March 19, 2025**

***Link to Rent Board Meeting Agendas and Accompanying Materials:***  
[www.ci.richmond.ca.us/3375/Rent-Board](http://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](mailto:cynthia_shaw@ci.richmond.ca.us) and [rent@ci.richmond.ca.us](mailto: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.

***This page intentionally left blank***

**OPEN SESSION TO HEAR PUBLIC COMMENT BEFORE CLOSED  
SESSION**

**5:00 PM**

**A. ROLL CALL**

**B. PUBLIC COMMENT BEFORE CLOSED SESSION**

**C. ADJOURN TO CLOSED SESSION**

**CLOSED SESSION**

***Shimada Room, City Council Chambers***

CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION  
(Significant exposure to litigation pursuant to paragraph (2) of Subdivision (d),  
Subdivision (e)(3) of Government Code Section 54956.9, subject to Subdivision  
(f) of Government Code Section 54956.9)  
[Contemporaneous Record of Threat of Litigation](#)

***This page intentionally left blank***

## REGULAR MEETING OF THE RICHMOND RENT BOARD

### AGENDA

5:30 PM

**A. PLEDGE TO THE FLAG**

**B. ROLL CALL**

**C. STATEMENT OF CONFLICT OF INTEREST**

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

**E. AGENDA REVIEW**

**F. PUBLIC FORUM**

**G. RENT BOARD CONSENT CALENDAR**

- |             |   |                     |
|-------------|---|---------------------|
| <b>G-1.</b> | APPROVE the minutes of the February 19, 2025, Regular Meeting of the Richmond Rent Board.         | <i>Cynthia Shaw</i> |
| <b>G-2.</b> | RECEIVE the Fiscal Year 2024-25 Monthly Activity Report through February 2025.                    | <i>Cynthia Shaw</i> |
| <b>G-3.</b> | RECEIVE the Rent Program FY 2024-25 Monthly Revenue and Expenditure Report through February 2025. | <i>Fred Tran</i>    |
| <b>G-4.</b> | APPROVE late fee waiver(s) for March 2025 pursuant to Regulation 425.                             | <i>Fred Tran</i>    |

**H. CONSIDERATION OF APPEALS**

- |             |   |                         |
|-------------|---|-------------------------|
| <b>H-1.</b> | APPEAL to Petition No. RC23-T211: Appellant appeals the Hearing Examiner's Decision that awarded Respondent Excess Rent restitution in the amount of \$10,962.19, based on the theory of Original Occupancy. On appeal, Appellant challenges the basis of the Hearing Examiner's findings and subsequent award. | <i>Charles Oshinuga</i> |
|-------------|---|-------------------------|

**I. REGULATIONS**

- I-1.** APPROVE Staff to create language to amend Chapter 4 Regulations to allow Landlords digital submissions for Enrollment and Registration electronically. *Fred Tran*

**J. RENT BOARD AS A WHOLE**

- J-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. 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 February 19, 2025, Regular Rent Board Meeting.*** *Board Member Dockens*
- J-2** RECEIVE a presentation regarding the Rent Program Budget priorities for the current fiscal year, statistics on Rent Program activities in Fiscal Year 2024-25, high-level overview of Rent Program resource needs for Fiscal Year 2025-26 associated with Program statistics and activities with an overview of the budget timeline for Fiscal Year 2025-26. APPROVE a budget line-item adjustment for an Administrative Student Intern and the employer portion of the CalPERS contribution in the Fiscal Year 2024-25 Budget. *Fred Tran*
- J-3.** RECEIVE AND APPROVE the Fiscal Years 2021-22 through 2023-24 Rent Program Annual Report infographic video and DIRECT staff to present the report to the Richmond City Council. *Nicolas Traylor*

**K. REPORTS OF OFFICERS**

**L. ADJOURNMENT**

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

***This page intentionally left blank***

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: March 19, 2025

Final Decision Date Deadline: March 19, 2025

**STATEMENT OF THE ISSUE:** The minutes of the February 19, 2025, Regular Meeting of the Richmond Rent Board require approval.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** APPROVE the minutes of the February 19, 2025, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

**G-1.**

***This page intentionally left blank***

**RICHMOND, CALIFORNIA**, February 19, 2025

The Regular Meeting of the Richmond Rent Board was called to order at 5:09 P.M.

**PLEDGE TO THE FLAG**

**ROLL CALL**

**Board Members Present:** Espinoza, Hite, Tipton, 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.

**AGENDA REVIEW**

Executive Director Nicolas Traylor recommended moving Item H-1 under Rent Board as A Whole, to the March 19, 2025, Regular Rent Board Meeting, since the Item was submitted by Board Member Dockens Item and she should be in attendance to present her Item. He also mentioned that Board Member Dockens's absence is excused. A motion by Chair Cantor, and seconded by Board Member Espinoza, passed by the following vote: **Ayes:** Board Members Espinoza, Hite, Tipton, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** Board Member Dockens.

**PUBLIC FORUM**

Cordell Hindler welcomed the new Rent Board Member Whitney Tipton to the Rent Board. He also requested that the Board add two items to the next Rent Board Agenda: the election of a Vice-Chair and the awards item that was previously scheduled but not discussed. He also invited Rent Board Members to the Contra Costa Mayors Conference in the City of Lafayette on March 6, 2025.

**RENT BOARD CONSENT CALENDAR**

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

**\*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.*

**\*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.*

**\*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.*

**\*F-4.** Receive the Fiscal Year 2024-25 Monthly Activity Report through January 2025.

**\*F-5.** Receive the Rent Program FY 2024-25 Monthly Revenue and Expenditure Report through January 2025.

**\*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.*

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

**CONSIDERATION OF APPEALS**

**G-1.** General Counsel Charles Oshinuga presented on the matter of an Appeal regarding 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. 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 the 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.

The Appellant(s) to this case were present. Respondents to this case were not present. The Appellant was given the entire 7 minutes to present since no Respondents were present and presented for 6:01 minutes. The Appeal hearing began, and the following individual presented their case: Jimmy Smith. Discussion ensued. There were no public comments on this item.

After hearing the issues brought on appeal and discussing the matter amongst themselves, Chair Cantor motioned to deny the Appellant's appeal. Since the Appellant only challenged the Hearing Examiner's exclusion of 2020 tax expenses, the remaining portions of the Hearing Examiner's decision are unreviewable, unappealable, and final and affirm the Hearing Examiner's Decision as the Regulations require that Current Year operating expenses include only those tax expenses paid in the Current Year; and direct General Counsel to replace the word "incur/incurred" wherever it appears in legal staff's recommendation, with the word "paid." Board Member Hite seconded the motion. The motion passed by the following vote: **Ayes:** Board Members Espinoza, Hite, Tipton, and Chair Cantor. **Noes:** None. **Abstentions:** None. **Absent:** Board Member Dockens.

Rent Board Clerk Cynthia Shaw concluded the hearing and informed the Appellant that all parties would receive a Rent Board Decision within 30 days.

## **RENT BOARD AS A WHOLE**

### **H-1. Moved to March 19, 2025, Regular Rent Board Meeting**

**H-2.** Executive Director Nicolas Traylor presented the matter to receive a presentation detailing Potential external funding sources, including private and government grants, concerns and limitations of seeking such funds, and the fiscal year 2025–26 Budget and Fee Study timeline. The presentation included the Statement of the Issue, the background, Rent Program funding structure, staff research and findings, nonprofit vs. government funding, other types of grants available and associated restrictions, external funding sources, other

types of funding sources, City classifications who can manage or assist with grants, an overview of practical and legal considerations, Rent Program financial stability and City cost pool charges, the Conclusion, FY 2025-26 budget timeline and the recommended action. Discussion ensued. There were no public comments on this item. The Board received the presentation, and no formal action was taken.

**REPORTS OF OFFICERS**

Executive Director Nicolas Traylor welcomed Board Member Whitney Tipton to the Rent Board and added that the proclamation honoring past Rent Board Members will be presented at the next meeting in March.

General Counsel Charles Oshinuga announced to Board Members that Rent Board Member terms expire in March and that they should reapply if they wish to continue serving.

**ADJOURNMENT**

There being no further business, the meeting was adjourned at 6:23 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: March 19, 2025

Final Decision Date Deadline: March 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

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

## ITEM

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

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

AGENDA ITEM NO:

**G-2.**

***This page intentionally left blank***

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

	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	Feb-25	Mar-25	Apr-25	May-25	Jun-25	
		MTD ACTUAL	YTD TOTAL											
<b>3 Public Information &amp; Enrollment Unit</b>														
5 Rent/Eviction Counseling Appointments By Phone		124	125	151	138	105	75	192	107	-	-	-	-	1,017
6 Rent/Eviction Counseling Appointments By Walk-ins		30	54	37	53	38	48	57	24	-	-	-	-	341
7 Rent/Eviction Counseling Questions Addressed By Email		293	50	138	342	232	123	316	321	-	-	-	-	1,815
<b>8 TOTAL RENT/EVICTION COUNSELING APPOINTMENTS</b>		<b>447</b>	<b>229</b>	<b>326</b>	<b>533</b>	<b>375</b>	<b>246</b>	<b>565</b>	<b>452</b>	-	-	-	-	<b>3,173</b>
9 Rent/Eviction Counseling Sessions Conducted in Spanish		60	30	66	50	33	57	88	51	-	-	-	-	435
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		-	-	-	-	-	-	-	-	-	-	-	-	-
<b>13 TOTAL RENT/EVICTION COUNSELING APPOINTMENTS IN A LANGUAGE OTHER THAN ENGLISH</b>		<b>60</b>	<b>60</b>	<b>66</b>	<b>71</b>	<b>55</b>	<b>57</b>	<b>88</b>	<b>51</b>	-	-	-	-	<b>508</b>
14 Legal Service Referrals		15	19	18	15	5	17	19	7	-	-	-	-	115
17 Mediations Conducted		-	-	-	-	-	-	-	-	-	-	-	-	-
18 Assists from Front Office Staff		245	246	253	212	171	187	222	127	-	-	-	-	1,663
19 Courtesy Compliance Letters Sent		440	78	126	369	328	234	561	253	-	-	-	-	2,389
20 Community Workshop Attendees		1	-	-	-	-	-	-	-	-	-	-	-	1
21 Hard Copy Rent Increase Notices Processed		60	5	21	18	25	38	32	2	-	-	-	-	201
22 Hard Copy Termination of Tenancy Notices Processed		19	-	4	19	15	19	27	9	-	-	-	-	112
<b>24</b>		<b>79</b>	<b>5</b>	<b>25</b>	<b>37</b>	<b>40</b>	<b>57</b>	<b>59</b>	<b>11</b>	-	-	-	-	<b>313</b>
25 Billing/Enrollment/Registration Counseling Appointments In-Person		-	24	12	12	4	1	8	3	-	-	-	-	64
26 Billing/Enrollment/Registration Counseling Appointments By Phone		7	44	52	33	11	12	14	4	-	-	-	-	177
27 Billing/Enrollment/Registration Counseling Questions Addressed By Email		31	21	60	22	10	30	24	14	-	-	-	-	212
<b>28 TOTAL BILLING/ENROLLMENT/REGISTRATION COUNSELING APPOINTMENTS</b>		<b>38</b>	<b>65</b>	<b>112</b>	<b>55</b>	<b>21</b>	<b>42</b>	<b>38</b>	<b>18</b>	-	-	-	-	<b>389</b>
29 Enrollment/Tenancy Registration Packets Mailed		-	4	-	51	3	-	23	3	-	-	-	-	84
30 Enrollment Forms Processed		51	14	18	13	39	4	59	20	-	-	-	-	218
31 Rental Housing Fee Invoices Generated		3	14,591	2,004	10	160	34	35	21	-	-	-	-	16,858
32 Checks Processed		-	24	20	8	-	13	7	-	-	-	-	-	72
33 Checks Returned		-	-	4	-	-	-	17	-	-	-	-	-	21
34 Tenancy Registrations Received		24	-	-	-	-	1	3	94	-	-	-	-	122
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	64	-	-	-	-	598
37 Compliance Actions (Reviewing Records, Exemption Statuses, Addresses)		119	6	23	22	8	4	3	22	-	-	-	-	207
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	16	2	-	-	-	-	87
40 Declarations of Exemption Processed		41	2	-	-	1	-	-	-	-	-	-	-	44
<b>41 LEGAL UNIT</b>														
42 Public Records Act Requests Received		7	7	5	6	5	5	4	4	-	-	-	-	43
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	-	-	1	-	-	-	-	3
<b>47 HEARINGS UNIT</b>														
50 Consultations with Hearings Unit Coordinator By Phone		10	8	4	10	12	2	19	25	-	-	-	-	90
51 Hearings-Related Questions Addressed by Email		35	22	-	19	25	10	15	15	-	-	-	-	141
<b>52 TOTAL HEARINGS-RELATED CONSULTATIONS</b>		<b>45</b>	<b>30</b>	<b>4</b>	<b>29</b>	<b>37</b>	<b>12</b>	<b>34</b>	<b>40</b>	-	-	-	-	<b>231</b>
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)		-	-	-	-	-	-	-	1	-	-	-	-	1
57 Landlord Individual Rent Adjustment Petitions Received		-	-	-	-	-	1	-	1	-	-	-	-	2
58 Landlord Petition to Determine Exempt Status Received		-	-	-	-	-	-	-	-	-	-	-	-	-
<b>59 TOTAL LANDLORD PETITIONS RECEIVED</b>		<b>1</b>	-	-	-	-	<b>2</b>	-	<b>2</b>	-	-	-	-	<b>5</b>
60 Excess Rent or Failure to Return Sec Dep Petitions Received (Attachment A)		2	3	2	2	3	1	-	1	-	-	-	-	14
61 Decrease in Space/Services or Habitability Petitions Received (Attachment B)		4	4	4	2	4	3	2	3	-	-	-	-	26
62 Reduction in Number of Tenants Petitions Received (Attachment C)		-	-	-	-	-	-	-	-	-	-	-	-	-

Rent Program  
FY 2024-25 Monthly Activity Report

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	
2		MTD ACTUAL	YTD TOTAL											
63	Tenant Petition Based on Multiple Grounds	5	6	5	3	4	3	2	3	-	-	-	-	31
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	2	-	-	-	-	18
66	<b>TOTAL TENANT PETITIONS RECEIVED</b>	<b>15</b>	<b>16</b>	<b>13</b>	<b>8</b>	<b>12</b>	<b>8</b>	<b>9</b>	<b>9</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>90</b>
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	-	-	-	-	-	2
71	Subpoena(s)	-	1	-	-	-	-	1	-	-	-	-	-	2
72	<b>TOTAL OTHER PETITIONS RECEIVED</b>	<b>1</b>	<b>2</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>2</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5</b>
73	Decisions Ordered	-	1	-	1	-	-	1	1	-	-	-	-	4
74	Cases Settled	-	4	-	7	2	2	4	5	-	-	-	-	24
75	Cases Dismissed	-	1	-	1	-	-	1	-	-	-	-	-	3
76	Petitions Withdrawn	-	-	-	-	1	-	-	-	-	-	-	-	1
77	<b>TOTAL CASES CLOSED</b>	<b>-</b>	<b>6</b>	<b>-</b>	<b>9</b>	<b>3</b>	<b>2</b>	<b>6</b>	<b>6</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>32</b>
78	Appeals Received	-	1	-	1	-	-	-	1	-	-	-	-	3
79	Total Open Cases (Tenant Petitions)	22	22	27	21	18	18	20	15	-	-	-	-	163
80	Total Open Cases (Landlord Petitions)	2	2	1	1	-	1	-	2	-	-	-	-	9
81	Total Open Cases (Other Petitions)	-	-	-	-	-	-	-	-	-	-	-	-	-
82	<b>TOTAL OPEN CASES</b>	<b>24</b>	<b>24</b>	<b>28</b>	<b>22</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>17</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>172</b>
83	<b>Form Submissions</b>													
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	<b>TOTAL RENT INCREASE NOTICES FILED</b>	<b>212</b>	<b>168</b>	<b>110</b>	<b>47</b>	<b>56</b>	<b>69</b>	<b>72</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>734</b>
91	Termination of Tenancy - Nonpayment of Rent	93	15	154	180	142	144	454	333	-	-	-	-	1,515
92	Termination of Tenancy - Breach of Lease	6	4	7	7	7	13	5	2	-	-	-	-	51
93	Termination of Tenancy - Failure to Give Access	-	-	-	-	-	-	-	4	-	-	-	-	4
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	<b>TOTAL TERMINATION OF TENANCY NOTICES FILED</b>	<b>108</b>	<b>24</b>	<b>165</b>	<b>195</b>	<b>153</b>	<b>160</b>	<b>468</b>	<b>339</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,612</b>
100														

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: March 19, 2025

Final Decision Date Deadline: March 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

- |   |  |  |
|---|--|--|
| <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 February 2025 – Rent Program (Fred Tran 620-6537).

AGENDA ITEM NO:

**G-3.**

***This page intentionally left blank***

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

**ITEM G-3**

OBJECT	ORIGINAL BUDGET	ADOPTED BUDGET	Period 1	Period 2	Period 3	Period 4	Period 5	Period 6	Period 7	Period 8	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED
			July	August	September	October	November	December	January	February				
			MTD ACTUAL	MTD ACTUAL	MTD ACTUAL	MTD ACTUAL	MTD ACTUAL	MTD ACTUAL	MTD ACTUAL	MTD ACTUAL				
34045 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)	(134,284.50)	-	(2,547,641.23)	(741,369.77)	77.5%
TOTAL LICENSES, PERMITS&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)	(134,284.50)	-	(2,547,641.23)	(741,369.77)	77.5%
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)	-	-	-	(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)	0.3%
<b>TOTAL REVENUE</b>	<b>(3,299,011)</b>	<b>(3,289,011)</b>	<b>(28,002.34)</b>	<b>(783,730.20)</b>	<b>(895,633.53)</b>	<b>(562,414.61)</b>	<b>(42,016.37)</b>	<b>(75,580.25)</b>	<b>(70,778.33)</b>	<b>(134,284.50)</b>	<b>-</b>	<b>(2,592,440.13)</b>	<b>(796,570.87)</b>	<b>76.2%</b>
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	85,043.98	-	653,401.84	331,301.53	66.4%
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	38,984.18	-	299,685.98	167,477.89	64.2%
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	26,753.93	-	193,135.44	167,739.56	53.5%
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	9,064.81	-	50,202.55	(3,202.55)	106.8%
400031 OVERTIME/General	2,500	2,500	288.63	1,038.11	95.03	1,820.90	89.28	386.78	144.18	2,037.62	-	4,623.38	462.38	81.5%
400045 400043 OTHER PAY/Acting Pay -	-	-	-	-	-	-	2,039.40	622.45	1,403.90	1,855.65	-	8,677.33	(8,677.33)	100.0%
400048 OTHER PAY/Billing/Qual Pay	14,289	14,289	939.30	939.30	1,081.20	1,033.90	1,033.90	1,033.90	1,043.26	1,043.26	-	8,148.02	6,140.74	57.0%
400049 OTHER PAY/Auto Allowance	4,200	4,200	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	-	2,800.00	1,400.00	66.7%
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	1,679.50	-	12,902.82	6,791.18	65.5%
400058 OTHER PAY/Bonuses	-	-	-	-	-	-	-	2,400.00	-	-	-	2,400.00	(2,400.00)	100.0%
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	166,790.72	164,775.31	-	1,233,391.60	667,033.40	64.9%
400103 P-ROLL BEN/Medicare Tax-ES-Shr	26,457	26,457	2,106.52	2,128.07	2,097.48	2,140.10	2,270.23	2,317.58	2,365.16	2,370.74	-	17,785.88	8,671.12	67.3%
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	26,375.46	-	199,862.06	126,975.94	61.2%
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	1,502.93	-	12,023.44	7,394.56	61.9%
400109 P-ROLL BEN/Employee Assistance	252	252	19.89	19.89	19.89	19.89	19.89	19.89	19.89	19.89	-	159.12	92.88	63.1%
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	180.31	-	1,442.48	881.52	62.1%
400112 P-ROLL BEN/Life Insurance	4,047	4,047	332.33	332.33	332.33	332.33	332.33	332.33	332.33	332.33	-	2,658.64	1,388.36	65.7%
400114 P-ROLL BEN/Long Term Disability	13,025	13,025	711.25	709.23	737.46	715.49	745.27	758.16	790.14	790.14	-	5,957.14	7,067.86	45.7%
400116 P-ROLL BEN/Unemployment Ins	6,384	6,384	608.00	608.00	608.00	608.00	608.00	570.00	646.00	646.00	-	4,902.00	1,482.00	76.8%
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	-	54,409.52	27,204.78	66.7%
400127 P-ROLL BEN/OPeB	-	-	2,182.33	2,147.69	2,159.50	-	-	(6,489.52)	-	-	-	-	-	100.0%
400130 P-ROLL BEN/PERS Benefits	-	-	34.06	94.23	80.68	93.49	109.47	82.55	133.98	141.96	-	770.42	(770.42)	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	20,147.21	-	153,199.22	86,975.78	63.8%
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	21,222.24	-	173,309.50	100,950.41	63.2%
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	80,530.40	-	629,678.89	375,615.41	62.6%
400201 PROF SVCS/Professional Svcs	90,700	90,700	425.15	825.00	2,054.10	2,054.10	966.16	1,172.93	3,205.76	633.42	59,517.48	11,900.52	85.3%	
400206 PROF SVCS/Legal Serv Cost	275,000	275,000	16,666.00	-	16,666.00	-	33,332.00	16,666.00	16,666.00	16,666.00	108,332.00	99,996.00	66,672.00	75.8%
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	(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	359.20	-	2,498.45	5,001.55	33.3%
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	-	61.40	-	3,116.97	3,764.03	45.3%
TOTAL PROF & ADMIN SERVICES	387,806	377,606	17,263.95	17,263.95	1,435.50	38,304.44	20,132.16	20,591.61	19,871.76	1,054.02	167,849.48	118,653.44	91,103.08	75.9%
400231 OFF EXP/Postage & Mailing	30,000	30,000	3,280.95	-	-	8,550.42	500.58	723.51	494.68	1,498.31	-	15,048.45	14,951.55	0.0%
400232 OFF EXP/Printing & Binding	30,000	30,000	-	-	-	2,091.90	382.32	-	373.15	64.05	-	2,911.42	27,088.58	9.7%
400304 RENTAL EXP/Equipment Rental	9,000	9,000	-	-	-	1,679.19	-	(2,700.24)	331.38	1,119.46	5,869.97	429.79	2,700.24	70.0%
400338 Recognition	300	300	-	-	-	-	-	-	-	-	-	300.00	300.00	0.0%
400341 OFF SUPP/Office Supplies	8,000	8,000	731.76	-	-	12.97	-	790.90	-	3,231.41	-	4,769.04	3,230.96	59.6%
TOTAL OTHER OPERATING	77,300	77,300	3,280.95	731.76	-	12,334.48	882.90	(1,185.83)	1,199.21	5,915.23	5,869.97	23,158.70	48,271.33	37.6%
400401 UTILITIES/Tel & Telegraph	500	500	-	-	-	-	-	-	-	-	-	-	500.00	0.0%
TOTAL UTILITIES	500	500	-	-	-	-	-	-	-	-	-	-	500.00	0.0%
400552 PROV FR INS LOSS/Ins Gen Liab	9,500	9,500	-	-	8,500.00	-	-	-	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/(SF)-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	8,332.00	-	66,652.29	33,328.00	66.7%
400586 COST POOL/(CAF)-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	4,373.00	-	34,989.00	17,492.00	66.7%
400591 COST POOL/(NDI)-Civ 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	4,693.00	-	37,543.00	18,772.00	66.7%
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	17,398.00	-	139,184.29	69,592.00	66.7%
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)	(24,200.00)	-	(193,590.59)	(96,800.00)	66.7%
90 OPER XFERS 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)	(24,200.00)	-	(193,590.59)	(96,800.00)	66.7%
<b>TOTAL EXPENDITURES</b>	<b>3,299,011</b>	<b>3,289,011</b>	<b>224,046.02</b>	<b>230,496.27</b>	<b>234,326.08</b>	<b>268,807.73</b>	<b>249,573.82</b>	<b>247,046.19</b>	<b>262,221.26</b>	<b>245,472.96</b>	<b>173,805.45</b>	<b>1,959,590.33</b>	<b>1,155,615.22</b>	<b>64.9%</b>
<b>NET OPERATING (SURPLUS)/DEFICIT</b>	<b>(100,000)</b>	<b>(100,000)</b>	<b>1</b>											

***This page intentionally left blank***

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: March 19, 2025

Final Decision Date Deadline: March 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 March 2025, are the compiled late fee waiver requests and associated documentation.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

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

AGENDA ITEM NO:

**G-4.**

***This page intentionally left blank***



To: Chair Cantor and Members of the Rent Board

From: Fred Tran, Deputy Director

Re: Late Fee Waiver Recommendation – March 2025

Date: March 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 March 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 G-4  
ATTACHMENT 1**

**Late Fee Waiver Summary – March 19, 2025 Board Meeting**

	<b>Property Street or FJRC</b>	<b>Property Owner</b>	<b>Date of Request</b>	<b>Reason for Request</b>	<b>Recommendation to Approve or Deny</b>	<b>Late Fee Amount</b>	<b>Total Late Fees Waived if Approved</b>	<b>Recommended Late Fee Amount (if any)</b>
1	358 S 23rd Street	Mario V. Cuellar	2/13/2025	Wrong mailing address	Full waiver of late fees	\$62.50	\$62.50	None
2	FRJC# RC530210012	SAFA Enterprises LLC	10/14/2024	New Owner, did not receive invoice	Full waiver of late fees	\$2,470.00	\$2,470.00	None
3	FRJC#RC22-550191006	Aman Garg	11/12/2024	New Owner, did not receive invoice	Full waiver of late fees	\$550.00	\$550.00	None
4	1601 Livingston Lane	Zhong Xian Zheng	10/2/2024	Owner believe the fee was not owed because they did not rent the unit the entire year	Full waiver of late fees	\$62.50	\$62.50	None
5	3812 Don Way	Billy Dixon	10/23/2023	Owner unable to collect rent - Covid	Full waiver of late fees	\$243.00	\$243.00	None
6	435 S 24th St	Lorenzo Mills	10/11/2023	New Owner, did not receive invoice	Full waiver of late fees	\$63.50	\$63.50	None
7	FRJC# RC513316018	Yuke Lee	10/13/2023	Checks mailed but not processed on time	Full waiver of late fees	\$297.00	\$297.00	None
8	5510 Clinton Avenue	Julio & Mary Penate	12/18/2023	Did not receive invoice	Full waiver of late fees	\$428.00	\$428.00	None
9	5321 Fleming Avenue	TOBIAS 1014, LLC	7/10/2024	New Owner, did not receive invoice	Full waiver of late fees	\$365.50	\$365.50	None
10	5411-5413 McBryde Avenue	Ambreen Khawaja	11/15/2022	Financial hardship, hospitalizations, medical treatments	Full waiver of late fees	\$663.00	\$663.00	None
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
<b>Total</b>						<b>\$5,205.00</b>	<b>\$5,205.00</b>	

*This page intentionally left blank*

**CONSIDERATION OF APPEALS**

**ITEM H-1:**

APPEAL to Petition No. RC23-T211: Appellant appeals the Hearing Examiner's Decision that awarded Respondent Excess Rent restitution in the amount of \$10,962.19, based on the theory of Original Occupancy. On appeal, Appellant challenges the basis of the Hearing Examiner's findings and subsequent award.

***This page intentionally left blank***

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: March 19, 2025

Final Decision Date Deadline: March 19, 2025

**STATEMENT OF THE ISSUE:** The purpose of Chapter 4 Regulations is to enable the Rent Board to monitor and control allowable rents as mandated by the Ordinance, and to charge and collect fees for the purposes of covering the cost of administering the Ordinance. All registration requirements are subject to California Civil Code Section 1947.7 et.seq, as may be amended. The City is implementing a new land management system to enable Landlords (or Landlord's representative) to submit data electronically through the City's new digital platform.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** APPROVE Staff to create language to amend Chapter 4 Regulations to allow Landlords digital submissions for Enrollment and Registration electronically – Rent Program (Nicolas Traylor/Fred Tran 510-620-6564).

**AGENDA ITEM NO:**

**I-1.**

***This page intentionally left blank***



# AGENDA REPORT

**DATE:** March 19, 2025

**TO:** Chair Cantor and Members of the Rent Board

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

**SUBJECT:** AMEND CHAPTER 4 RENT BOARD REGULATIONS TO ALLOW ELECTRONIC SUBMISSION

## STATEMENT OF THE ISSUE:

The purpose of Chapter 4 Regulations is to enable the Rent Board to monitor and control allowable rents as mandated by the Ordinance, and to charge and collect fees for the purposes of covering the cost of administering the Ordinance. All registration requirements are subject to California Civil Code Section 1947.7 et.seq, as may be amended.

The City is implementing a new land management system to enable Landlords (or Landlord's representative) to submit data electronically through the City's new digital platform.

## RECOMMENDED ACTION:

**APPROVE** Staff to create language to amend Chapter 4 Regulations to allow Landlords digital submissions for Enrollment and Registration electronically – Rent Program (Nicolas Traylor/Fred Tran 510-620-6564).

## FISCAL IMPACT:

There is no fiscal impact related to this item.

## DISCUSSION:

### Background and Purpose to Amend Chapter 4 Regulations

Chapter 4 of the Rent Board Regulations titled "REGISTRATION AND FEES" was initially adopted to clarify the essential enrollment and registration requirements to monitor Rental Properties and Rental Units in accordance with the Rent Ordinance. The Rent Board finds that in order to monitor compliance with Annual General Adjustments and provide for Individual Rent Adjustments as required under the Rent Ordinance it is

## ITEM I-1

essential that registration of Rental Units include information on Base Rents and notification of increases. Only tenancies in Controlled Rental Unit(s) need to be Registered with the Richmond Rent Board.

Currently, paper Enrollment and Tenancy Registration forms are submitted to the Rent Program in accordance with the language of Chapter 4 Regulations.

The City is presently implementing a new land management system. The Rent Program will be using the solution as its new database to replace the existing TRAKiT system.

The new digital platform will allow Landlords (or Landlord's representative) to submit data electronically. Staff is requesting to amend Chapter 4 Regulations to allow Landlords electronic submissions.

### Recommended Action

**APPROVE** Staff to create language to amend Chapter 4 Regulations to allow Landlords digital submissions for Enrollment and Registration electronically.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Existing Adopted Chapter 4 Rent Board Regulations

## **Chapter 4: REGISTRATION AND FEES**

### **400. Purpose**

The Rent Board finds that in order to monitor compliance with Annual General Adjustments and provide for Individual Rent Adjustments as required under the Rent Ordinance it is essential that registration of Rental Units include information on Base Rents and notification of increases. The purpose of this Chapter 4 is to enable the Rent Board to monitor and control allowable rents as mandated by the Ordinance, and to charge and collect fees for the purposes of covering the cost of administering the Ordinance. All registration requirements are subject to California Civil Code Section 1947.7 et.seq, as may be amended.

*[Adopted February 21, 2018]*

*[Amended June 20, 2018]*

### **401. Establishment of Base Rent**

- A. The rent in effect on July 21, 2015 is the Base Rent. If there was no rent in effect on that date, the Base Rent is the rent charged on the first date that rent was charged after that date.
- B. For tenancies that commenced after July 21, 2015, the Base Rent is the initial rental rate in effect on the date the tenancy begins. "Initial rental rate" is defined under Section 700(B).

*[Adopted February 21, 2018]*

### **402. Required Rent Registration**

- A. Only tenancies in Controlled Rental Unit(s) need to be Registered with the Richmond Rent Board. A Controlled Rental Unit is properly Registered in accordance with this Chapter if the Landlord or Landlord's representative has:
  - (1) Filed with the Board completed Tenancy Registration Forms provided by the Board for the Controlled Rental Unit and all the Controlled Rental Units on the same property that include:
    - a. The addresses of all Controlled Rental Units on the same property;
    - b. The name and address of the Landlord and/or property manager;
    - c. The date the current tenancy began and, for all tenancies that began after December 30, 2016, an explanation of the circumstances of the termination of the previous tenancy sufficiently detailed to demonstrate whether the Controlled Rental Unit(s) qualifies for a vacancy rent increase or not, as described in Chapter 7 Vacancy Rent Increases;

- d. The Base Rent currently in effect for each individual Controlled Rental Unit and the housing services included in the rent or the reason the Controlled Rental Unit(s) is exempt pursuant to Regulation 201, Regulation 202, and Regulation 203 and has no current Base Rent;
  - e. The number of Tenants occupying the Controlled Rental Unit(s) and Tenants names; and
  - f. Such other information reasonably requested by the Rent Program.
- (2) Paid to the City of Richmond the Residential Rental Housing Fee, Business License Tax, and any other fees due for the Controlled Rental Unit and all the Controlled Rental Units in the same property; and
- (3) Filed with the Board, for the Controlled Rental Unit and all the Controlled Rental Units in the same property, notification of all termination of tenancies, subsequent changes in the provision of Housing Services, and rent increases if required pursuant to Regulation 603 and Regulation 1001.
- B. In designating a Controlled Rental Unit as properly Registered, the Board's intent is to facilitate the Rent Registration and individual adjustment of Maximum Allowable Rent processes and the dissemination of information regarding the Registration of Controlled Rental Unit. Such designation shall not be construed as the Board's certification of the lawful Base Rent, current Maximum Allowable Rent or any other information provided on the rent Registration Statement. Nothing in this Regulation shall preclude the Board nor any person from challenging the accuracy of any information provided in any Registration Statement or declaration in the context of any proceeding or action.
- C. A Landlord shall be found in substantial compliance with Registration requirements when:
- (1) The Landlord has made a good faith effort to comply with the Richmond Fair Rent, Just Cause For Eviction And Homeowner Protection Ordinance and Richmond Rent Board Regulations concerning Registration sufficient to reasonably carry out the intent and purpose of the Richmond Fair Rent, Just Cause For Eviction And Homeowner Protection Ordinance and Regulations; and
  - (2) The Landlord has cured any defect in compliance in a timely manner after receiving notice of a deficiency from the Board.

*[Adopted February 21, 2018]*

*[Amended September 19, 2018]*

**403. Changes in Exempt Status**

- A. Within sixty (60) calendar days of the date a Rental Unit formerly exempt from the rent control provisions of the Ordinance (Section 11.100.030(d) (1)-(6)) becomes a Controlled Rental Unit under the Ordinance, the Landlord shall file an initial registration statement, or an amended registration statement if an initial registration statement has been previously filed, for the Rental Unit.
- B. Within sixty (60) calendar days of the date a Controlled Rental Unit becomes exempt from rent control under the Ordinance, the Landlord shall notify the Board in writing of the exempt status of the Rental Unit and the basis for the exemption.
- C. Within thirty (30) calendar days after the filing of a new rent registration statement, the Board shall provide a true and correct copy of said statement to the occupant of the respective unit.

*[Adopted February 21, 2018]*

**404. Notification of Changes of Name or Address of Landlord and/or Property Manager**

- A. Within sixty (60) calendar days of any change in the owner and/or property manager of a Rental Unit, the Landlord shall notify the Board in writing of the change.
- B. Within sixty (60) calendar days of any change in the address of the owner and/or property manager of a Rental Unit, the Landlord shall notify the Board in writing of the change.
- C. The Board shall send all notices to the Landlord at the most current address provided by the Landlord. Failure to receive a notice as a result of noncompliance with this section shall not be a good cause for purposes of waiving penalties owed to the Board.

*[Adopted February 21, 2018]*

**405. Enrollment and Registration with the Richmond Rent Program**

A. Prior to filing with the Board, or serving any Tenant, any notice of a rent increase, change in terms of tenancy or termination of tenancy, a Landlord must: (1) enroll with the Rent Board all of a Landlord's Rental Units, except for those that are fully exempted from the provisions of the Richmond Fair Rent, Just Cause For Eviction, and Homeowner Protection Ordinance pursuant to Regulation 201, and; (2) complete the Rent Registration requirements for tenancies in Controlled Rental Units pursuant to Regulation 402.

B. A Rental Property is enrolled in accordance with this Chapter if the Landlord or Landlord's representative has:

(1) Filed with the Rent Board completed enrollment forms using the form(s) provided by the Board for each property containing at least one Rental Unit. The form shall request information including:

- a. Property ownership information;

- b. Date of construction, date of property title change, number of units on the property, Business License number, and expiration date;
- c. The type (e.g. single family home unit, Section 8 tenancy, newly constructed unit) and status (e.g. currently rented, not available for rent, owner occupied) of each dwelling unit on the property.
- d. Such other information reasonably requested by the Rent Program.

C. In the event of property title transfer or other substantive change in information reasonably requested on the enrollment form, the Landlord shall file an amended enrollment form with the Board within 30 calendar days of the effective date of the change.

*[Formerly Regulation 17-10; adopted September 20, 2017]*

*[Amended September 19, 2018]*

#### **406. Failure of a Landlord to Enroll, Register, and/or File**

If a Landlord has failed to: (1) enroll a Rental Unit with the Rent Board as provided in Regulation 405; (2) register a tenancy in a Controlled Rental Unit with the Rent Board as provided in Regulation 402 and Regulation 405; and/or (3) file with the Board a notice of a rent increase, change in terms of tenancy, or termination of tenancy as provided in Regulation 603 and Regulation 1001 a Tenant in an unlawful detainer action may obtain from a Rent Program staff member a Certification stating that to the best of the knowledge of the Rent Board staff, the Rental Unit was not enrolled, the tenancy in a Controlled Rental Unit was not registered, and/or the required notice was not filed with the Rent Board in accordance with this Regulation, and assert the aforementioned noncompliance as an affirmative defense in an unlawful detainer action.

*[Formerly Regulation 17-10; adopted September 20, 2017]*

*[Amended September 19, 2018]*

#### **407-415. (RESERVED)**

#### **416. Authorization of Petitions for Rent Withholding**

- A. Tenants seeking authorization to withhold rent pursuant to R.M.C §11.100.060(s), must file a petition provided by the Rent Program. If the petition to withhold rent is based on a Landlord's failure to pay the Residential Rental Housing Fee and such a petition implicates the exemption status of the challenged Rental Unit or property, the Tenant shall include a brief statement describing the basis of the petition and the evidence relied on to substantiate the assertion that there has been a failure to pay the Residential Rental Housing Fee.
- B. A copy of any rent withholding petition based on a failure to pay the Residential Rental Housing Fee that implicates the exemption status of the challenged Rental Unit or property, shall be forwarded to the Executive Director and the Executive Director shall investigate or direct a Rent Program Staff member(s) to investigate the basis for the petition and prepare a report stating the findings of the investigation. Such investigation may include, but is not

limited to, inspection of the property, investigation of public's records, and any other reasonable means ascertaining the status of the property.

- C. Submittal of petitions, conducting of hearings, and requesting appeals must be performed in a manner consistent with Chapter 8 of these Regulations.

*[Adopted June 20, 2018]*

**417. Parties**

Specific only to petitions brought under Regulation 416 or Regulation 206, the parties to a proceeding on a rent withholding petition shall be the petitioner, the Tenants of any affected unit, the Landlord, and the Rent Board as represented by the administrative staff member(s).

*[Adopted June 20, 2018]*

**418. Board Action in lieu of Tenant Petition**

Pursuant to R.M.C § 11.100.060(s) and this Regulation, in lieu of the a Tenant petition filed under Regulation 416, the Board is authorized to initiate the rent withholding process or may continue with a proceeding initiated by a Tenant even if the petitioner requests a dismissal, or fails to prosecute the petition.

*[Adopted June 20, 2018]*

**419. Failure to Comply with Reporting Requirements Set Forth in Richmond Municipal Code Section 11.100.060(s)**

In determining whether a Landlord has failed to comply with reporting requirements set out in Richmond Municipal Code Section 11.100.060(s), the Hearing Officer shall apply the criteria for substantial compliance consistent with Civil Code 1947.7, et.seq, as amended.

*[Adopted June 20, 2018]*

**420. Compliance with Reporting Requirements Set Forth in Richmond Municipal Code Section 11.100.060(s), Prior to a Hearing**

Prior to the hearing, if the Hearing Examiner determines that the Landlord has complied with the reporting requirements set out in Richmond Municipal Code Section 11.100.060(s), and as specifically alleged by the petition or the action, the petition shall be dismissed and all parties shall be notified of the dismissal.

*[Adopted June 20, 2018]*

**421. Decisions on Tenant Petitions for Rent Withholding**

- A. At the conclusion of the hearing, the Hearing Examiner shall issue a written decision in a manner consistent with Chapter 8 of these Regulations.
- B. The Hearing Examiner's written decision shall contain findings of fact and legal conclusions. If the Hearing Examiner determines that the Landlord has willfully and knowingly failed to

meet the reporting obligations set forth in Richmond Municipal Code Section 11.100.060(s), and/or specified in the Petition, the Hearing Examiner shall issue an order directing the Landlord to comply with said reporting obligations, including payment of the Residential Rental Housing Fee, and authorize the petitioning Tenant(s) to withhold payment of rent beginning with the next regularly scheduled rent payment after the effective date of the order, until such time as all affected units on the property are brought into compliance. Any rent withheld pursuant to this section may be paid into escrow pursuant to Regulation 424.

- C. Rent withholding orders shall become effective 30 days following the date on which the decision is mailed to the parties unless, within that time, the Landlord complies with the reporting requirements alleged to have been violated or asserts a timely appeal. Where a Landlord files an appeal, the rent withholding order will be stayed pending appeal.
- D. Notwithstanding the appeals process set forth in Chapter 8 of these Regulations, in the event that the Rent Board initiates a hearing pursuant to Regulation 849 or is a party to a hearing based on a petition relating to reporting requirements set forth in Richmond Municipal Code Section 11.100.060(s), a Hearing Examiner's decision on the issues presented shall be considered final and the parties administrative remedies deemed exhausted.

*[Adopted June 20, 2018]*

**418-423. (RESERVED)**

**424. Escrow Account for Rent Withholdings**

- A. Consistent with Regulations 852 through 857, where a Hearing Examiner issues an order to withhold rent, the Hearing Examiner may also order that all withheld rent be paid into an escrow account maintained by the Board to be collected and held until such a time the Landlord complies with the Hearing Examiner's decision. When the Hearing Examiner has received sufficient proof that the Landlord has complied with the Hearing Examiner's order, the Hearing Examiner shall determine what, if any, portion of the withheld rent is owed to the Landlord and shall have the monies distributed from the escrow account accordingly.
- B. In no event shall the amount of rent ordered to be withheld and deposited into escrow be construed as a determination of the lawfulness of the amount of rent being demanded or charged by the Landlord.

*[Adopted June 20, 2018]*

**425. Waiver of Delinquent Residential Housing Fee Assessment**

- A. Purpose of Regulation.

Pursuant to Richmond City Council Ordinance NO. 16-17 N.S., Section 3, "any Landlord as defined in Section 11.100.030(f) of the Municipal Code of the City of Richmond who fails to file any required statement and pay the amount of the Residential Rental Housing Fee prescribed by City Council resolution within thirty (30) days after it becomes due shall be deemed delinquent and shall be assessed the following late payment fee:

- (1) Ten percent of the Residential Housing Fee if the payment is made within one to thirty days after it became delinquent;
- (2) Twenty-five percent of the Residential Rental Housing Fee if the payment is made within thirty-one to sixty days after it became delinquent; and
- (3) Fifty percent of the Residential Rental Housing Fee if the payment is made more than sixty days after it became delinquent.”

The purpose of Regulation 425 is to both clarify and simplify the Late Fee waiver process, while simultaneously providing for adequate Rent Board transparency and oversight.

B. Scope and Applicability.

Any Landlord that is subject to an imposition of Late Fees assessed in a manner consistent with Richmond City Council Ordinance 16-17 N.S., as amended, may request the waiver of such Late Fees assessments. However, Regulation 425 does not apply to the waiver of the Residential Rental Housing Fee as the Residential Rental Housing Fee must be assessed in accordance with Richmond Municipal Code Section 11.100.060(l) and shall not be waived.

C. Required Forms.

The Rent Program shall make available on its website and at its office, a Late Fee waiver form. All Late Fee waiver requests shall be made on this Official Rent Program form. At a minimum, the form shall contain the requestors name, contact information, amount sought to be waived, and stated basis for the waiver.

D. Process and Procedures of Late Fee Waiver Request.

1. Where a Landlord has submitted a completed Official Rent Program form for a Late Fee waiver, the Executive Director shall, within thirty (30) calendar days, review the request in a manner consistent with Regulation 425(E). After making the necessary findings, the Executive Director shall, except where otherwise specified, prepare a written recommendation to the Rent Board to either grant or deny the Late Fee waiver request. The written recommendation must contain a brief statement either granting or denying, in part or in whole, the Late Fee Waiver request, and a stated basis for the decision.
2. At the end of each month, Rent Program staff members shall compile the Late Fee waiver requests and accompanying written recommendations into a spreadsheet to be agendaized for the following Regular Rent Board meeting. At a minimum, the spreadsheet shall contain sections describing the date of request, the reason for the request, a recommendation to either approve or deny the request, and the total amount waived. Landlord’s personal information shall be redacted from the spreadsheet and any other attached documents that are presented to the Rent Board.

3. Rent Program staff members shall ensure that the Executive Director's written recommendation and accompanying spreadsheet is placed on the Consent Calendar of the Rent Board agenda. Upon a majority vote, Rent Boardmembers may pull the item from the Consent Calendar for further discussion related to the Executive Director's written recommendation.

E. Standard for Consideration and Approval of Late Fee Waiver.

No Late Fee waiver request shall be granted unless there is a sufficient demonstration of Good Cause. The Executive Director shall be responsible for evaluating whether a properly submitted Late Fee waiver request contains enough facts to establish that Good Cause exist to grant the waiver request. For the purposes of this Regulation, Good Cause shall mean the taking of reasonable efforts and acting with due diligence to remit timely payment of the Residential Rental Housing Fee. 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.

Where the Executive Director determines that failure to remit timely Residential Rental Housing Fee payment was due in part to a Rent Program billing error as described in Regulation 425(E)(1) & Regulation 425(E)(2), such a determination shall constitute Good Cause and the requestor's Late Fees assessment must be waived. Late Fee waivers granted on the basis of a Rent Program billing error shall not be subjected to the provisions of Regulation 425(D).

F. Good Cause and Late Payment History.

Notwithstanding Regulation 425(D) and Regulation 425(E), 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 shall not be subjected to the provisions of Regulation 425(D) and Regulation 425(E). Conversely, requestors who have received at least two (2) Late Fee waiver request grants in the prior

three (3) fiscal years, shall have their current fiscal year Late Fee waiver request and accompanying Executive Director's written recommendation reviewed by the Rent Board, under the "Rent Board as a Whole" agenda item.

G. Late Fee Waiver Amounts.

In the event that the Late Fee waiver request is granted, the Late Fee shall be waived in a discretionary amount that is subject to the following:

1. Rent Program billing error- 100% of the assessed Late Fee shall be waived.
2. Timely payments in the two (2) prior fiscal years- 100% of the assessed Late Fee shall be waived.
3. One (1) Late Fee waiver request granted in the prior three (3) fiscal years- Late Fee assessment shall be reduced to at least a 10% percent assessment as described in Richmond City Council Ordinance NO. 16-17 N.S., Section 3, paragraph (1).
4. Two (2) Late Fee waiver requests granted in the prior three (3) fiscal years- Late Fee assessment shall be reduced to at least a 25% percent assessment as described in Richmond City Council Ordinance NO. 16-17 N.S., Section 3, paragraph (2).
5. Three (3) Late Fee waiver requests granted in the prior three (3) fiscal years- Late Fee assessment shall not be reduced.

For purposes of this section, a grant of a Late Fee waiver request based on a Rent Program billing error shall not count towards a "Late Fee waiver request grant" as described in Regulation 425(G)(3), (G)(4) & (G)(5).

H. Construction.

Regulation 425 shall be liberally construed as to achieve its stated purpose. Rent Program staff members may take reasonable steps to expedite a Landlord's Late Fee waiver request where appropriate. In no event shall a Landlord's Late Fee waiver request be granted until they have remitted full payment of the underlying Residential Rental Housing Fee.

*[Adopted November 17, 2021]*

***This page intentionally left blank***

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: March 19, 2025

Final Decision Date Deadline: March 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

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

## ITEM

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

**RECOMMENDED ACTION:** DIRECT Staff to read their Report at this meeting, Jan 15, 2025, for each contract previously approved at the November 20, 2024, Regular Meeting. DISCUSS the pros and cons of each contract. Through detailed questions, each Board member will gain an understanding of the features of each contract and how each vendor was chosen. In addition, this discussion will yield a strong knowledge about the process to issue contracts for Rent Program services. Most important, this discussion will inform the public that this Board takes seriously its role as a fiduciary and willingly fulfills the various duties required of a fiduciary, a sincere demonstration to the citizens of Richmond the Board's respect for its legal obligation to act as a fiduciary on their behalf. ***This item was continued from the February 19, 2025, Regular Rent Board Meeting.***

AGENDA ITEM NO:

**J-1.**

***This page intentionally left blank***



# AGENDA REPORT

**DATE:** March 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 J-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 J-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.

***This page intentionally left blank***



# 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.

*This page intentionally left blank*

**ITEM J-1**

**March 19, 2025  
RENT BOARD MEETING**

**ATTACHMENT 2**

***This page intentionally left blank***



# 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](http://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

***This page intentionally left blank***

**CITY OF RICHMOND RENT BOARD  
STANDARD CONTRACT**

**ITEM I-1  
ATTACHMENT 1**

Department: Rent Program	Project Manager: Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: 620-6564
Vendor No:                      PR No:	P.O./Contract No:
Description of Services: Attorney to provide legal services to Richmond Landlords and Tenants.	

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

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

Company Name: Project Sentinel

Street Address:

City, State, Zip Code:

Contact Person:

Telephone:

Email:

Business License No:

Expiration Date:

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

- Term. The effective date of this Contract is **November 2024**, and it terminates June 30, 2025, unless terminated as provided herein.
- Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$75,000. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the Rent Board or Executive Director.
- Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
- City Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

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

RENT PROGRAM

CONTRACTOR:

By: \_\_\_\_\_

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

Title: Executive Director

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_

Board Clerk

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

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Board General Counsel

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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

LIST OF ATTACHMENTS:

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

**EXHIBIT A  
SERVICE PLAN**

A. **Scope of Services:**

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

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

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

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

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

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

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

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

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

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

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

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

B. **Dedicated Legal Capacity**

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

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

C. **Training and Approval**

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

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

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

E. **Measurement**

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

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

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

F. **Reports**

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

**EXHIBIT B  
PAYMENT PROVISIONS**

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

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photocopying, meals and travel, etc.) Invoices shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Project Sentinel will be compensated \$75,000 per fiscal year, and will submit monthly invoices (attached with the monthly reports) in accordance with Exhibit B. The "fiscal year" is defined as being from July 1 through June 30 of the following year. Should the contract start after July 1, funding shall be pro-rated from the time contract begins until end of fiscal year. With this funding, Project Sentinel shall anticipate serving for a minimum of 20 hours per week for Richmond Landlords and Tenants.
4. Contractor shall submit timely invoices to the following address:  
  
Attention: City of Richmond Finance Department - Accounts Payable  
  
Project Manager:  
Nicolas Traylor or designated Rent Program Staff  
P.O. Box 4046  
Richmond, CA 94804
5. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, Nicolas Traylor or designated staff, before payments shall be authorized.
6. The City will pay invoice(s) within 45 days after completion of services to the City satisfaction. The City shall not pay late fees or interest.
7. A Richmond business license shall be obtained before any payment

under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.

8. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

**EXHIBIT C**  
**AUTHORIZED REPRESENTATIVES AND NOTICES**

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

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

Nicolas Traylor

City Of Richmond Rent Program

440 Civic Center Plaza, Suite 200

Richmond, CA 94804

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

---

---

---

---

**EXHIBIT D**  
**GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

Contractor shall permit City and its authorized representatives and accountants to inspect, examine and copy Contractor's books, records, accounts, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the project or services set forth in Exhibit A, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this Contract and shall provide such assistance as may be reasonably required in the course of such inspection. Contractor shall also allow City access to the record keeping and accounting personnel of Contractor. City further reserves the right to examine and re-examine said books, records, accounts, and data during the five (5)-year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for five (5) years after the termination of this Contract.

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

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

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

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

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

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

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

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

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

indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party.

- (b) If this Contract is not a contract for design professional services subject to California Civil Code Section 2782.8(a) or Contractor is not a design professional as defined in California Civil Code Section 2782.8(b)(2), Contractor shall indemnify, defend, and hold harmless the City, its officers, agents, employees and volunteers from any and all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by Contractor or any person directly or indirectly employed by, or acting as, the agent for Contractor in the performance of this Contract, including the concurrent or successive passive negligence of the City, its officers, agents, employees or volunteers.
- (c) It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City, the City and its officers, agents, employees, and volunteers, immediately upon tender to Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination that persons other than Contractor are responsible for the claim does not relieve Contractor from its separate and distinct obligation to defend under this Section 15. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent counsel if Contractor asserts that liability is caused in whole, or in part, by the negligence or willful misconduct of an indemnified party.
- (d) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section 15 survives completion of the services or the termination of this Contract. The provisions of this Section 15 are not limited by, and do not affect, the provisions of this Contract relating to insurance.
- (e) Acceptance of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this Section 15. This Section 15 shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements and shall assume sole and complete responsibility for the safety of Contractor's employees and any subcontractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.
17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.
18. Non-Liability of Officials and Employees of the City. No official or employee of the City

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

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

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

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

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

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

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

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

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

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

21. Integration. This Contract constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes any previous oral or written agreement; provided, however, that correspondence or documents exchanged between Contractor and City may be used to assist in the interpretation of the Exhibits to this Contract.
22. Modifications and Amendments. This Contract may be modified or amended only by a change order or Contract Amendment executed by both parties and approved as to form by the City Attorney.
23. Conflicting Provisions. In the event of a conflict between these General Conditions and those of any Exhibit or attachment hereto, these General Conditions shall prevail; provided, however, that any Special Conditions as set forth in Exhibit E shall prevail over these General Conditions. In the event of a conflict between the terms and conditions of any two or more Exhibits or attachments hereto, those prepared by City shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the City shall prevail over those preferred by the Contractor.
24. Non-exclusivity. Notwithstanding any provision herein to the contrary, the services provided by Contractor hereunder shall be non-exclusive, and

City reserves the right to employ other Contractors in connection with the project.

25. Exhibits. All Exhibits hereto are made a part hereof and incorporated herein by reference; provided, however, that any language in Exhibit A which does not pertain to the project description, proposal, scope of services, or method of compensation (as applicable) , or any corresponding responsibilities of City, shall be deemed extraneous to, and not a part of, this Contract.
26. Force Majeure. Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that the performance of such an obligation is prevented or delayed by reason of acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of power, restrictive governmental laws and regulations enacted after the date of this Contract, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency or other reasons of a like nature not within the reasonable control of such party.
27. Time of the Essence. Time is of the essence of this Contract. Contractor and City agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and City acknowledge that departures from the schedule may occur. Therefore, both Contractor and City will use reasonable efforts to notify one another of changes to the schedule. Contractor shall not be responsible for performance delays caused by others, or delays beyond Contractor's control, and such delays shall extend the times for performance of Contractor's work.

28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting confidentiality, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:

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

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

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

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

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

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

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

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

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

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

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

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

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

39. Performance and Final Acceptance.

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

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

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

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

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

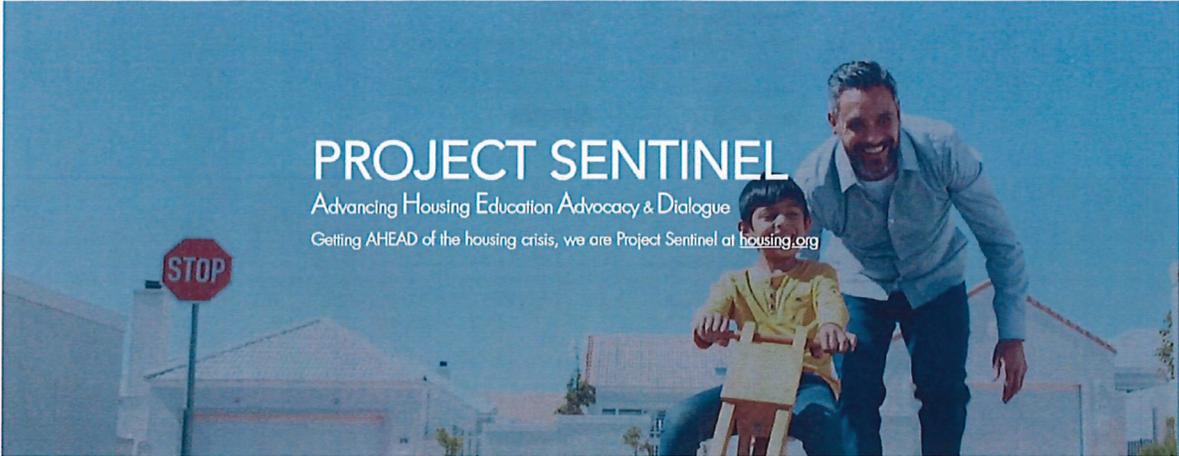
**EXHIBIT E  
SPECIAL CONDITIONS**

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

**EXHIBIT F  
INSURANCE PROVISIONS**

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

***This page intentionally left blank***



# PROJECT SENTINEL

Advancing Housing Education Advocacy & Dialogue  
Getting AHEAD of the housing crisis, we are Project Sentinel at [housing.org](http://housing.org)

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

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

**50+**  
programs administered to help people with housing issues

## Our Services



### Fair Housing Advocacy & Counseling

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

[Learn more](#)



### Tenant-Landlord Dispute Resolution

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

[Learn more](#)



### HUD-Certified Homeowner Counseling

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

[Learn more](#)



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

[Get resources and support](#)

## Contact Us

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

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

General Inquires:

Toll Free: (800) 339-6043

TTY: 7-1-1

info@housing.org



Call Hours:

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

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

[Read More](#)

## Upcoming Trainings & Events



Multiple Dates

### Santa Clara Library Landlord/Tenant Counseling

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

[Learn more](#)



### Virtual Workshops on Landlord/Tenant...

Tue, Sep 17 | Webinar

[RSVP](#)



### Talleres Virtuales Sobre Información y Recursos pa...

Thu, Sep 19 | Webinar

[RSVP](#)



### Virtual Workshops on Redwood City...

Tue, Sep 24 | Webinar

[RSVP](#)



### Talleres Sobre Información y Recursos para Inquilinos y...

Thu, Sep 26 | Webinar

[RSVP](#)



### Fair Housing 101: Know Your Rights

Wed, Oct 16 | Webinar

[RSVP](#)



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

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

[Learn more](#)



### Online First Time Homebuyer Class

Online Course | Online Event

[RSVP](#)

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

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

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

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

© 2024 Project Sentinel. All Rights Reserved.



**ITEM J-1**

**March 19, 2025  
RENT BOARD MEETING**

**ATTACHMENT 3**

***This page intentionally left blank***



# 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

***This page intentionally left blank***

CITY OF RICHMOND RENT BOARD  
STANDARD CONTRACT

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

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

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

Company Name: **Accent on Languages**

---

Street Address: **2718 Telegraph Avenue Suite 104**

---

City, State, Zip Code: **Berkeley, CA. 94705**

Contact Person: **Caroline Lee**

---

Telephone: **(510) 644-9470** Email: **info@accentonlanguages.com**

---

**Business License No:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_

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

2. Term. The effective date of this Contract is \_\_\_\_\_, **2024**, and it terminates **June 30, 2025**, unless terminated as provided herein.

3. Payment Limit. Rent Board's total payments to Contractor under this Contract shall not exceed \$26,000. Rent Board shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the Rent Board or Executive Director.

4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

5. Rent Board Obligations. Rent Board shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

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

RENT BOARD:

CONTRACTOR:

By: \_\_\_\_\_

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

Executive Director

By:

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

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

By: \_\_\_\_\_

Board Clerk

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

Approved as to form:

By: \_\_\_\_\_

By: \_\_\_\_\_

Board Legal Counsel

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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

LIST OF ATTACHMENTS:

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

**ACCENT ON LANGUAGES**

---

**EXHIBIT A**  
**SERVICE PLAN**

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

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

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

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

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

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

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**

<b>Language</b>	<b>Rate per hour</b>
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:

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

**ACCENT ON LANGUAGES**

**SCHEDULED VIDEO OR TELECONFERENCE**

<b>Language</b>	<b>Rate per hour</b>
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):

<b>Language</b>	<b>Rate per hour</b>
All languages	\$160
Minimum charge	1 hour

Telephonic on-demand 24/7 interpretation:

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

Court certified interpreters have a 25% additional fee.

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

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

**ATTACHMENT 1**

For the Contract between the City of  
Richmond Rent Board and

**ACCENT ON LANGUAGES**

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

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

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

**ATTACHMENT 1**

For the Contract between the City of  
Richmond Rent Board and

**ACCENT ON LANGUAGES**

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

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

3. Contractor shall submit timely invoices to the following address:

**Attention: City of Richmond Finance Department - Accounts Payable**

**Project Manager: Monica Bejarano**

**P.O. Box 4046**

**Richmond, CA 94804**

4. All invoices that are submitted by Contractor shall be subject to the approval of the Rent Board Project Manager, Monica Bejarano, or their designee, before payments shall be authorized. Questions concerning an invoice may be directed to Contractor by email or telephone for a prompt response.

5. The Rent Board will pay invoice(s) within 45 days after completion of services to the Rent Board's satisfaction. The Rent Board shall not pay late fees or interest.

6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.

7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the Rent Board. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

**EXHIBIT C**  
**AUTHORIZED REPRESENTATIVES AND NOTICES**

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

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

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

---

**City of Richmond Rent Program**

---

**440 Civic Center Plaza, Suite 200**

---

**Richmond, CA 94804**

---

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

**Caroline Lee**

---

**Accent on Languages**

---

**2718 Telegraph Avenue Suite 104, Berkeley CA. 94705**

---

**Berkeley, CA. 94705**

---

**ITEM I-2**

**ATTACHMENT 1**

For the Contract between the City of  
Richmond Rent Board and

ACCENT ON LANGUAGES

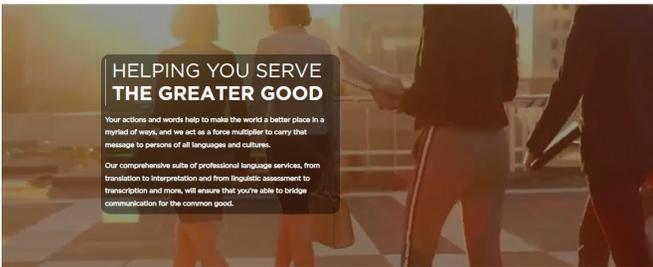
**EXHIBIT E  
SPECIAL CONDITIONS**

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

***THIS SECTION NOT APPLICABLE***

**EXHIBIT F**  
**INSURANCE PROVISIONS**

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



## HELPING YOU SERVE THE GREATER GOOD

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

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

## ABOUT US

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

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

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

GET A FREE QUOTE



### Unique Insight

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



### Better Communication

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



### Language Experts

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



## DIVERSITY & INCLUSION

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

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

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

LEARN MORE ABOUT US

30+ Years in the industry

120+ Translated and interpreted languages

150+ Government contracts with successful completion

8M LEP population we served

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

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

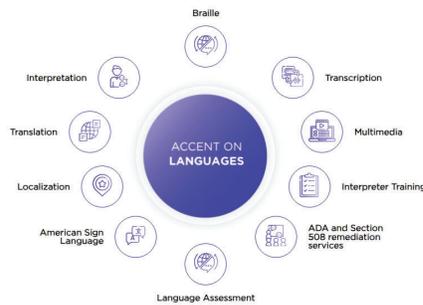
As a woman and minority owned business, we're proud to provide governments of all sizes with the efficient, accurate tools they need for translation, interpretation, transcription, assessment and more.

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

LEARN MORE



## WHAT WE DO OUR SERVICES



## TESTIMONIALS

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

-Management at Cellstat

***This page intentionally left blank***

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: March 19, 2025

Final Decision Date Deadline: March 19, 2025

**STATEMENT OF THE ISSUE:** In accordance with Section 11.100.060(I) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, the amount of the Residential Rental Housing Fee will be determined by the City Council after a recommendation by the Board is provided to the City Council. Prior to July 1, the Board is required to hold a public hearing on a proposed budget and adopt an annual budget for the ensuing fiscal year. Prior to the Board adopting a budget, staff will provide statistics and an update on activities to allow productive discussion with the Board on its priorities. To inform the discussion on the Board's priorities, Staff have prepared a presentation that:

1. Reviews the Board's Budget priorities for the current fiscal year (2024-25)
2. Provides statistics on key Rent Program services and activities and how these numbers inform budget considerations.
3. Reviews budget requirements and timeline necessary to adopt Budget by July 1, 2025, deadline

## INDICATE APPROPRIATE BODY

- City Council       Redevelopment Agency       Housing Authority       Surplus Property Authority       Joint Powers Financing Authority
- Finance Standing Committee       Public Safety Public Services Standing Committee       Local Reuse Authority       Other: Rent Board

## ITEM

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

**RECOMMENDED ACTION:** RECEIVE a presentation regarding the Rent Program Budget priorities for the current fiscal year, statistics on Rent Program activities in Fiscal Year 2024-25, high-level overview of Rent Program resource needs for Fiscal Year 2025-26 associated with Program statistics and activities with an overview of the budget timeline for Fiscal Year 2025-26. APPROVE a budget line-item adjustment for an Administrative Student Intern and the employer portion of the CalPERS contribution in the Fiscal Year 2024-25 Budget. (Nicolas Traylor/Fred Tran – 620-6564).

AGENDA ITEM NO:

**J-2.**

***This page intentionally left blank***



# AGENDA REPORT

**DATE:** March 19, 2025

**TO:** Chair Cantor and Members of the Richmond Rent Board

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

**SUBJECT:** OVERVIEW OF PROGRAM PRIORITIES, BUDGET REQUIREMENTS  
AND TIMELINE FOR FISCAL YEAR 2025-26 BUDGET

## **STATEMENT OF THE ISSUE:**

In accordance with Section 11.100.060(l) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, the amount of the Residential Rental Housing Fee will be determined by the City Council after a recommendation by the Board is provided to the City Council. Prior to July 1, the Board is required to hold a public hearing on a proposed budget and adopt an annual budget for the ensuing fiscal year. Prior to the Board adopting a budget, staff will provide statistics and an update on activities to allow productive discussion with the Board on its priorities. To inform the discussion on the Board's priorities, Staff have prepared a presentation that:

1. Reviews the Board's Budget priorities for the current fiscal year (2024-25)
2. Provides statistics on key Rent Program services and activities and how these numbers inform budget considerations.
3. Reviews budget requirements and timeline necessary to adopt Budget by July 1, 2025, deadline

## **RECOMMENDED ACTION:**

RECEIVE a presentation regarding the Rent Program Budget priorities for the current fiscal year, statistics on Rent Program activities in Fiscal Year 2024-25, high-level overview of Rent Program resource needs for Fiscal Year 2025-26 associated with Program statistics and activities with an overview of the budget timeline for Fiscal Year 2025-26. APPROVE a budget line-item adjustment for an Administrative Student Intern and the employer portion of the CalPERS contribution in the Fiscal Year 2024-25 Budget. (Nicolas Traylor/Fred Tran – 620-6564).

## **FISCAL IMPACT:**

There is no fiscal impact related to this item.

**DISCUSSION:**

Each fiscal year, Rent Program staff provides a presentation to the Rent Board on a proposed Budget and corresponding Fee Study for potential adoption. Prior to approving a final draft of the Fiscal Year 2025-26 Rent Program budget for potential adoption, Rent Program staff will present a preliminary draft budget to seek the Board's feedback and direction.

Staff will present a high-level overview of Program activities and associate priorities with a timeline to meet the requirements for July 1, 2025, deadline for Fiscal Year 2025-26.

Budget line adjustment - Administrative Student Intern in the Fiscal Year 2024-25 Budget

In the 2024-25 Fiscal Year Budget, an amount of \$20,000 was budgeted in Object Code 400201 Professional Services for Temporary Services and \$42,784 in Object Code 400003 Salaries and Wages to hire an Administrative Trainee. The Senior Administrative Analyst continued to need additional support for Board Meetings due to an increase in translation and interpretation services while recruiting for the Administrative Trainee. The Rent Program continues to interview for the Administrative Trainee. The City had provided an option for one of the Program's current Administrative Student Intern to receive additional pay to assist during the recruitment. The Administrative Student Intern has reached 1,000 hours and the City has informed the Rent Program that they must be enrolled in CalPERS, essentially transitioned from the PARS plan. The employer rate for CalPERS is 13.27% and the Administrative Student Intern would still be considered non-benefited part-time employee.

Staff requests a budget line-item adjustment for an Administrative Student Intern and the employer portion of the CalPERS contribution in the Fiscal Year 2024-25 Budget.

**DOCUMENTS ATTACHED:**

Attachment 1 – Fiscal Year 2025-26 Budget and Rental Housing Fee Study Timeline

**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/March Regular Rent Board Meeting	Board Receives Budget Presentation and 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.

***This page intentionally left blank***

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: March 19, 2025

Final Decision Date Deadline: March 19, 2025

**STATEMENT OF THE ISSUE:** Section 11.100.060(e)(6) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Rent Board Powers and Duties) requires the Rent Board to report annually to the City Council on the status of rental housing covered by the Rent Ordinance. Reorienting as an agency after the COVID-19 pandemic led to deferring the annual report between fiscal years 2021-22 through 2023-24. This annual report includes fiscal years 2021-22, 2022-23 and 2023-24 and is presented as an infographic video as done in previous years. Prior to presenting the Annual Report to the Richmond City Council, staff is seeking approval from the Rent Board.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** RECEIVE AND APPROVE the Fiscal Years 2021-22 through 2023-24 Rent Program Annual Report infographic video and DIRECT staff to present the report to the Richmond City Council.

AGENDA ITEM NO:

**J-3.**

***This page intentionally left blank***



# AGENDA REPORT

**DATE:** March 19, 2025

**TO:** Chair Cantor and Members of the Rent Board

**FROM:** Nicolas Traylor, Executive Director

**SUBJECT:** FISCAL YEAR 2021-22 through 2023-24 RENT PROGRAM ANNUAL REPORT

## **STATEMENT OF THE ISSUE:**

Section 11.100.060(e)(6) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Rent Board Powers and Duties) requires the Rent Board to report annually to the City Council on the status of rental housing covered by the Rent Ordinance. Reorienting as an agency after the COVID-19 pandemic led to deferring the annual report between fiscal years 2021-22 through 2023-24. This annual report includes fiscal years 2021-22, 2022-23 and 2023-24 and is presented as an infographic video as done in previous years. Prior to presenting the Annual Report to the Richmond City Council, staff is seeking approval from the Rent Board.

## **RECOMMENDED ACTION:**

RECEIVE AND APPROVE the Fiscal Years 2021-22 through 2023-24 Rent Program Annual Report infographic video and DIRECT staff to present the report to the Richmond City Council.

## **FISCAL IMPACT:**

There is no fiscal impact related to this item.

## **DISCUSSION:**

### Background

Section 11.100.060(e)(6) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (Rent Board Powers and Duties) requires the Rent Board to report annually to the City Council on the status of rental housing covered by the Rent Ordinance. At a minimum, the report must include a summary of the number of notices

served, the basis upon which they were served, the amount of rent increases, and the addresses for which they were served.

### Contents of the Fiscal Year 2021 through 2023-24 Annual Report

The Fiscal Year 2021-22 through 2023-24 Annual Report achieves its mandate of providing the City Council with an update on Richmond's rental housing stock, while providing additional contextual information about the Rent Program and its activities during the 2021-22 through 2023-24 fiscal years.

More specifically, the infographic video report includes the following sections:

- A discussion of the Rent Program's mission and purpose of the Rent Ordinance
- An overview of how the Rent Program enforces the Rent Ordinance
- A profile of Richmond's rental housing stock
- An analysis of rent increase notices filed with the Rent Program
- An analysis of termination of tenancy notices filed with the Rent Program
- A financial summary of the 2021-22 through 2023-24 fiscal years

### Next Steps

If approved by the Rent Board at March 19, 2025, Regular Meeting, staff members anticipate the Fiscal Year 2021-22 through 2023-24 Rent Program Annual Report infographic video be presented to the Richmond City Council's at a Regular City Council Meeting in April 2025. Staff will schedule to have the Item on the Council Agenda and go through the proper processes with the City Clerk's. The City Manager will review the Item and determine when to have the Item prioritized with the consideration of the City's own Agenda Items.