

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 18, 2025

Final Decision Date Deadline: June 18, 2025

STATEMENT OF THE ISSUE: At the November 20, 2024, the 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 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 led 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 negotiated a contract that provides up to 20 hours a week for an attorney to provide one-on-one legal services. 4 service activities include: (1) Legal Advice, Consultation and Preparation; (2) Written Legal services; (3) Negotiation and Settlement; and (4) Other Resources.

INDICATE APPROPRIATE BODY

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

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

RECOMMENDED ACTION: APPROVE an amendment to the contract for legal services with Project Sentinel, increasing the contract amount by \$75,000 for Fiscal Year, 2025-2026, to a total not to exceed \$150,000 , and modifying the term to commence on July 1, 2025, through June 30, 2026 – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:

F-7.

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AGENDA REPORT

DATE: June 18, 2025

TO: Chair Cantor and Members of the Rent Board

FROM: Nicolas Traylor, Executive Director

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

STATEMENT OF THE ISSUE:

At the November 20, 2024, the 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 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 led 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 negotiated a contract that provides 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 an amendment to the contract for legal services with Project Sentinel, increasing the contract amount by \$75,000 for Fiscal Year, 2025-2026, to a total not to exceed \$150,000¹, and modifying the term to commence on July 1, 2025, through June 30, 2026 – Rent Program (Nicolas Traylor 620-6564).

¹ Amount is the ongoing total from the Original Contract, November 20, 2024. See Attachment 1 for contract payment history.

FISCAL IMPACT: The proposed contract amendment shall be funded by the Fiscal Year 2025-2026 Rent Program budget, proposed by the Rent Board on June 18, 2025. The proposed budget allocates \$275,000 for Community Services Agency Contract, of which \$75,000 is proposed to be used for legal services for Richmond landlords and tenants.

DISCUSSION:

Background

At the May 15, 2023, Regular Meeting of the Rent Board, Executive Director, Nicolas Traylor, presented as one of the agencies “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.

Landlord/Tenant Legal Services Program

The proposed Landlord/Tenant Legal Services Program supports the Richmond Rent Ordinance by promoting compliance and preventing legal violations related to rents and evictions. Since Rent Program staff cannot provide legal advice, the program would offer legal support through a contracted attorney working 20 hours per week, jointly selected and trained by Project Sentinel and the Rent Program. This attorney would provide consultations, legal advice on issues such as evictions, rent, habitability, and unlawful detainers, assist in preparing legal documents, and write letters to clarify legal rights under the Rent Ordinance. The attorney may also mediate certain disputes referred by the Rent Program, though with clear limits (e.g., no mediation for eviction cases or relocation payments). Additionally, the attorney may refer participants to other legal or support resources as appropriate. The program is designed to enhance legal understanding and decision-making for both landlords and tenants while maintaining neutrality and avoiding conflicts of interest.

Program Development and Activity Report

The Landlord/Tenant Legal Services Program, launched in January 2025 and administered by Project Sentinel, is now actively serving Richmond residents. Staffed by a part-time attorney, the Program entered a ramp-up phase through March to develop standardized procedures, training, and coordination protocols with Rent Program staff. In April and May, 20 referrals were made to the Program, impacting 38 adults (Attachment 3). Of these cases, some received legal advice or mediation support, others were referred to outside resources, and several remain in progress. Common issues include eviction concerns, rent disputes, and habitability claims. Challenges such as digital literacy barriers, limited access to full-scope legal services, and returning clients after case closure have emerged. Despite these, the Landlord/Tenant Legal Services Program has

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proven to be a valuable legal and educational support system for both tenants and landlords, complementing the Rent Ordinance by helping resolve disputes early, improving legal understanding, and preventing unnecessary escalation.

Proposed Contract Amendments

Staff members are recommending approval of contract amendments to (1) extend the terms of the contract with Project Sentinel to June 30, 2026 (with the amended contract commencing on July 1, 2025) and (2) increase the payment limit of the contract by \$75,000 per the Fiscal Year 2025-2026 Rent Program budget.

DOCUMENTS ATTACHED:

Attachment 1 – First Contract Amendment

Attachment 2 – Original Project Sentinel Contract, FY 2024-2025

Attachment 3- Project Sentinel Report on Services

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**CITY OF RICHMOND RENT PROGRAM
CONTRACT AMENDMENT**

Department: Rent Program	Project Manager: Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6564
P.R. No:	Vendor No: 16897
P.O./Contract No: 7311	
Description of Services: Attorney to provide legal services to Richmond Landlords and Tenants.	
Amendment No. <u>1</u> modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> Term, Payment Limit and Service Plan	<input type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

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

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

Company Name: Project Sentinel
 Street Address: 1490 El Camino Real
 City, State, Zip Code: Santa Clara, CA 95050
 Contact Person: Carole Conn
 Telephone: (408) 720-9888 Ext. 8100 Email: conn@housing.org
 Business License No: 40067460 / Expiration Date: _____

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

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the Rent Board or executed by the Executive Director on November 20, 2024, which **original** term commenced on November 20, 2024 and terminates June 30, 2025 with an **original** contract payment limit of \$75,000.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

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

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

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

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

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

CITY OF RICHMOND, CALIFORNIA
a municipal corporation

CONTRACTOR:

Project Sentinel

By _____

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

Title:

By _____

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

Title: _____

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

By _____
Rent Board Clerk

By: _____

Title: _____

Approved as to form:

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

By _____
General Counsel

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Contract Amendment between the City of Richmond and
Project Sentinel

7311

Amendment No.

P.O./Contract No.

1

AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)

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

"2. Term. The effective date of this Contract is
November 20, 2024

(Insert original contract commencement date)

and it terminates

June 30, 2025

(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ **75,000.00** . Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **150,000.00** including expenses."

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

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

Service plan stays the same; term of the contract will be July 1, 2025-June 30, 2026.

Contract Amendment between the City of Richmond and

Project Sentinel

7311

Amendment No.

P.O./Contract No.

1

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

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

- Increased contract payment limit by \$ 75,000.00 for a payment limit not to exceed \$ 150,000.00.
- Term Amendment (insert new termination date): June 30, 2026
- Service Plan

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

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

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

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

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

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

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

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

Contract Amendment between the City of Richmond and
Project Sentinel 7311

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

1

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

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

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

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

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

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

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

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

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

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

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CITY OF RICHMOND RENT BOARD
STANDARD CONTRACT

Department: Rent Program	Project Manager: Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: 620-6564
Vendor No: 16897 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:

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

Company Name: Project Sentinel

Street Address: 1490 El Camino Real

City, State, Zip Code: Santa Clara, CA 95050

Contact Person: Carole Conn

Telephone: 408-720-9888 x8100 Email: conn@housing.org

Business License No: 40067460 Expiration Date: 12/30/2025

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 November 20, 2024, and it terminates June 30, 2025, unless terminated as provided herein.
3. 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.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. City Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

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

RENT PROGRAM

By: 

Title: Executive Director

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

By: 

Board Clerk

Approved as to form:

By: 
Board General Counsel

CONTRACTOR:

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

By: 

Title: BOARD PRESIDENT

Date Signed: 12/10/24

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

By: 
Title: Secretary

Date Signed: 12-10-2024

(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

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

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

16. Safety. Contractor acknowledges that the City is committed to the highest standards of workplace safety. Contractor shall perform all work hereunder in full compliance with applicable local, state and federal safety requirements including but not limited to Occupational Safety and Health Administration requirements and shall assume sole and complete responsibility for the safety of Contractor's employees and any subcontractor's employees. If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Contract, Contractor shall immediately notify the City by telephone.

17. Insurance. Insurance requirements are set forth in Exhibit F to this Contract. Contractor shall abide by the insurance requirements set forth in said Exhibit F.

18. Non-Liability of Officials and Employees of the City. No official or employee of the City

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

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

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

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

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

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

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

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

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

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

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

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

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28. Confidentiality. Contractor agrees to comply with, and to require its employees, agents and partners to comply with, all applicable State or Federal statutes or regulations respecting 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.

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

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

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

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

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

39. Performance and Final Acceptance.

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

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

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

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

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

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**EXHIBIT E
SPECIAL CONDITIONS**

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

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**EXHIBIT F
INSURANCE PROVISIONS**

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



Richmond LL/T Conflict Resolution Program A Program administered by Project Sentinel

April-May 2025 Activity Report

Program Statistics - Fiscal Year 2024 – 25 to Date

The Richmond Rent Program Conflict Resolution Program, administered by Project Sentinel, started January 7, 2025. This program is staffed by a part-time attorney at Project Sentinel, Scott Goering, who is experienced in the legal rights and responsibilities of tenants and landlords and who also has deep experience mediating housing conflict.

The early months of the year through March, related to structuring the components of the program in a ramp-up collaboration phase with the Richmond Rent Program housing counselors, its legal counsel and the Richmond Rent Program ED. The ramp up phase is critical to any new project to ensure program effectiveness, internal alignment, and future success. We prioritized the creation of standardized documents, namely confidentiality and limited scope legal service agreements, in both English and Spanish, and a mediation agreement template should a matter be referred to the program for mediation. We completed training on the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and Scott spent considerable time acquainting himself with its particulars over the course of the ramp up phase. Coordination with the housing counselors at the Rent Program included creation of an intake and referral form for the screening of clients to the program, and logistics for Project Sentinel's monthly billing and program reporting.

We continue to build the program understandings which are enhancing with call activity. Ongoing coordination meetings have helped to clarify roles, identify service gaps, and align messaging, and we look forward to deepening the development of this program.

This following summarizes the key activities forward from the ramp-up phase, in April and May, as callers were referred to the program. From here, the project will continue to evolve in the months ahead.

April-May 2025 Activity

Throughout April and May 2025, the Richmond Rent Program (RRP) made **20 referrals** to the Conflict Resolution Program (CRP). These referrals directly impacted a total of 38 adults, calculated by the number of adults in each referred party's household as well as any additional parties with whom CRP engaged in relation to the conflict.

Demographic information re these 20 referrals is as follows:

Race		Gender	
White	15%	Female	55%
Black	25%	Male	45%
Latino	40%	Preferred Language	
Asian	10%	English	60%
Other	10%	Spanish	35%
Age		Other	5%
Under 65	65%		
Seniors	35%		

Case Outcomes

Of the 20 referrals received:

- 15% (3 cases) closed without the parties completing the limited-scope representation agreement.
- Of the remaining 17 cases:
 - 3 resulted in joint meetings involving multiple parties for facilitated negotiation or discussion.
 - 3 received limited-scope legal advice.
 - 7 were referred to other legal service providers or community-based organizations.
 - 4 matters remain open with pending conversations, moving through individualized service pathways, including case development, and preparation for facilitated conversation where appropriate.

Continued Challenges

While the program continues to serve as a vital touchpoint for addressing landlord-tenant disputes, several recurring challenges merit attention:

- **Digital literacy barriers:** A significant number of participants demonstrate limited familiarity with tools like email and DocuSign, affecting timely document execution and communication.
- **Limited referral pathways to full-scope legal representation:** Outreach to affordable, full-scope practitioners or firms remains ongoing, and additional support or suggestions would be welcome.
- **Case management infrastructure:** We are actively developing and refining tools for case tracking and protocol standardization, which will support scalability and efficiency over time.
- **External outreach:** There may be strategic value in deeper engagement with organizations such as the Contra Costa County Board of Realtors, the East Bay Rental Housing Association, and local property management firms.

- **Returning clients after case closure:** Some individuals continue to contact CRP for support even after receiving notice that their case has been formally closed. Despite being redirected to RRP for a new referral, they often attempt to reopen communication directly with CRP.

We would welcome continued collaboration with the Richmond Rent Program in any of the above areas, particularly in building stronger referral relationships.

Confidential Case Notes Narrative

The following anonymized summaries highlight the variety and complexity of cases handled, in accordance with CRP's confidentiality protocols.

Case #83979

Originally referred as a request for eviction support, this case evolved into two multi-generational family meetings to address a pending foreclosure. CRP helped facilitate conversations centered on emergency resolution steps and broader discussions about housing stability and family cooperation.

Case #84183

A landlord, who is a non-native English speaker who preferred to conduct discussions in English, sought advice on increasing rent without violating legal limits. Ongoing disclosure of new facts in each exchange required continual adjustment of the guidance provided. The case underscores the complexity of communication across language and legal literacy barriers.

Case #85042

Case remains open and in progress. Landlord alleges that his tenants are creating a nuisance (e.g., smoking, damaging plumbing, refusing access for repairs). The tenants appear to be represented by counsel from the Richmond Residential Inspection Program (RRIP) and are demanding repairs that landlord considers cosmetic rather than related to habitability (e.g. full repainting of the property). She initially received notices from both RRIP and Richmond DBI and now believes the two agencies may be in opposition to each other as it relates to her property. Landlord reports that negotiations with the tenants were progressing until RRIP became involved.

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