



## REGULAR MEETING OF THE RENT BOARD OF THE CITY OF RICHMOND

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

**Wednesday, June 19, 2019**

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### **Boardmembers**

(Vacant Position)

Virginia Finlay

Emma Gerould

David Gray

Lauren Maddock

***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)

### **COMMUNICATION ACCESS INFORMATION**

This meeting is being held in a wheelchair accessible location. To request disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact Bruce Soublet, ADA Coordinator, at (510) 620-6509 at least three business days before the meeting date.

### **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 two 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 2 minutes; 16 to 24 speakers, a maximum of 1 and one-half minutes; and 25 or more speakers, a maximum of 1 minute.

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

City Harassment Policy: The City invites public comment and critique about its operations, including comment about the performance of its public officials and employees, at the public meetings of the City Council and boards and commissions. However, discriminatory or harassing comments about or in the presence of City employees, even comments by third parties, may create a hostile work environment, if severe or pervasive. The City prohibits harassment against an applicant, employee, or contractor on the basis of race, religious creed, color, national origin, ancestry, physical disability, medical condition, mental disability, marital status, sex (including pregnancy, childbirth, and related medical conditions), sexual orientation, gender identity, age or veteran status, or any other characteristic protected by federal, state or local law. In order to acknowledge the public's right to comment on City operations at public meetings, which could include comments that violate the City's harassment policy if such comments do not cause an actual disruption under the Council Rules and Procedures, while taking reasonable steps to protect City employees from discrimination and harassment, City Boards and Commissions shall adhere to the following procedures. If any person makes a harassing remark at a public meeting that violates the above City policy prohibiting harassment, the presiding officer of the meeting may, at the conclusion of the speaker's remarks and allotted time: (a) remind the public that the City's Policy Regarding Harassment of its Employees is contained in the written posted agenda; and (b) state that comments in violation of City policy are not condoned by the City and will play no role in City decisions. If any person makes a harassing remark at a public meeting that violates the above City policy, any City employee in the room who is offended by remarks violating the City's policy is excused from attendance at the meeting. No City employee is compelled to remain in attendance

where it appears likely that speakers will make further harassing comments. If an employee leaves a City meeting for this reason, the presiding officer may send a designee to notify any offended employee who has left the meeting when those comments are likely concluded so that the employee may return to the meeting. The presiding officer may remind an employee or any council or board or commission member that he or she may leave the meeting if a remark violating the City's harassment policy is made.

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## REGULAR MEETING OF THE RICHMOND RENT BOARD

### AGENDA

5:00 PM

**A. PLEDGE TO THE FLAG**

**B. ROLL CALL**

**C. STATEMENT OF CONFLICT OF INTEREST**

**D. AGENDA REVIEW**

**E. PUBLIC FORUM**

**F. RENT BOARD CONSENT CALENDAR**

- |  |                     |
|--|---------------------|
| <b>F-1.</b> APPROVE the minutes of the May 15, 2019, Regular Meeting of the Richmond Rent Board.   | <i>Cynthia Shaw</i> |
| <b>F-2.</b> APPROVE the minutes of the May 30, 2019, Special Meeting of the Richmond Rent Board.   | <i>Cynthia Shaw</i> |
| <b>F-3.</b> RECEIVE letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100.   | <i>Cynthia Shaw</i> |
| <b>F-4.</b> RECEIVE the May 2019 Rent Program Monthly Report.  | <i>Paige Roosa</i>  |
| <b>F-5.</b> RECEIVE the Rent Program FY 2018-19 Monthly Revenue and Expenditure Report through May 2019.   | <i>Paige Roosa</i>  |
| <b>F-6.</b> APPROVE an amendment to the contract for translation services with Document Tracking Services increasing the amount by \$15,000, to a total not to exceed \$34,999, and extending the term to June 30, 2020. | <i>Paige Roosa</i>  |

**F-7.** APPROVE an amendment to the contract for community legal services with the Eviction Defense Center modifying the Service Plan to specify that the Eviction Defense Center will serve at least 30 Richmond Tenants per month, increasing the contact amount by \$125,000 for Fiscal Year 2019-20, to a total not to exceed \$237,500, and extending the term to June 30, 2020. *Paige Roosa*

**F-8.** APPROVE amendments to the contract for community legal services with Bay Area Legal Aid (1) modifying the Service Plan with respect to the number of participants assisted at legal clinics, provided legal representation, and referred to peer legal services agencies; (2) increasing the contact amount by \$75,000 for Fiscal Year 2019-20, to a total not to exceed \$100,000; and (3) extending the term to June 30, 2020. *Paige Roosa*

**G. REGULATIONS**

**G-1.** AMEND Chapter 8 of the Rent Board Regulations to: (1) amend Regulation 835 to create parameters guiding both how the Record is to remain open and when the Record must be closed; (2) add Regulation 841.5 to articulate the Standard of Review on appeal; and (3) amend Regulation 842 to allow the Executive Director or assigned designee to treat appeals as requests for reconsideration where there is a clear misapplication of the law, the law has changed, there is a problem with the Record, or any other matter where reconsideration would be appropriate considering administrative efficacy. This amendment would also clarify that the Executive Director or assigned designee is the individual who grants a request for reconsideration and not the Hearing Examiner. *Charles Oshinuga*

**G-2.** ADOPT Regulation 607, establishing the 2019 Annual General Adjustment in the amount of 3.5% for tenancies commencing prior to September 1, 2018. *Nicolas Traylor*

**G-3.** ADOPT an amendment to Regulation 805 A (4), Petition and Noticing Procedures, to extend the staff review period from five to ten business days. *Nicolas Traylor*

**G-4.** RESCIND Regulation 605(C), and allow for the Rent Program to establish policies to enhance Landlords' ability to bring themselves into compliance with the Rent Ordinance's prohibition on retention of rents in excess of the Maximum Allowable Rent. *Nicolas Traylor*

#### **H. RENT BOARD AS A WHOLE**

**H-1.** DIRECT staff to negotiate and execute a contract with a Collection Services Agency, utilizing a contingency-based payment plan. *Paige Roosa*

**H-2.** APPROVE the proposed staff evaluation plan for the Rent Program and DIRECT staff to begin implementing the evaluation plan beginning in Fiscal Year 2019-20. *Nicolas Traylor*

#### **I. REPORTS OF OFFICERS**

#### **J. ADJOURNMENT**

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

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 19, 2019

Final Decision Date Deadline: June 19, 2019

**STATEMENT OF THE ISSUE:** The minutes of the May 15, 2019, 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 May 15, 2019, Regular Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

**F-1.**

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**RICHMOND, CALIFORNIA, May 15, 2019**

The Regular Meeting of the Richmond Rent Board was called to order at 5:00 P.M.

**PLEDGE TO THE FLAG**

**ROLL CALL**

**Present:** Boardmembers Finlay, Maddock, and Vice Chair Gerould.

**Absent:** Chair Gray.

**STATEMENT OF CONFLICT OF INTEREST**

None.

**AGENDA REVIEW**

None.

**PUBLIC FORUM**

Cordell Hindler invited the Rent Board to attend a community event that will be held in the month of June. He also mentioned that he reached out to the Iron Triangle Council regarding the Rent Program providing a presentation on Rent Control. He also mentioned that he will speak with the membership of Park Plaza Neighborhood Council to see if they are interested in Rent Program staff members providing a presentation on Rent Control at their formal meeting. He will provide more information at a later date. He also mentioned that he will reach out to the Richmond Neighborhood Coordinating Council to see what month will work for Rent Program staff members to provide an update on Rent Control, housing, and other housing-related topics.

**RENT BOARD CONSENT CALENDAR**

On motion of Boardmember Finlay, seconded by Vice Chair Gerould, the item(s) marked with an (\*) were approved with Chair Gray absent.

\*F-1. Approve the minutes of the March 20, 2019, Regular Meeting of the Richmond Rent Board.

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

\*F-3. Receive the March 2019 Rent Program Monthly Report.

\*F-4. Receive the Rent Program FY 2018-19 Monthly Revenue and Expenditure Report through March 2019.

### **RENT BOARD AS A WHOLE**

G-1. Rent Services Analyst Philip Verma presented on the department's compliance efforts during Fiscal Year 2018-19. The presentation included the statement of the issue, primary tasks, collection of past due fees, property enrollment and invoicing, corrections to database, profile of Landlord compliance that included Richmond Landlords by number of units owned, Landlord who have not paid any Rental Housing Fees, statistics regarding payment of the Rental Housing Fee, next steps and the recommended action. Discussion ensued. There were no public comments on this item. The Board received the presentation on this item and no action was taken.

### **STUDY AND ACTION SESSION**

H-1. Deputy Director Paige Roosa presented on the matter concerning a proposed Owner Move-In regulation and directing staff to hold at least two workshops to solicit feedback from community members concerning Owner Move-In evictions. The presentation included background information, a statement of the issue, areas of inquiry from community members and staff, policy considerations, case study research, next steps and the recommended action. Discussion ensued. There were no public comments on this item. A motion by Vice Chair Gerould, seconded by Boardmember Maddock, to receive the presentation from Rent Program staff members concerning the proposed Owner Move-In eviction regulation and direct staff to (1) hold at least two workshops to solicit feedback and gather information from community members; (2) analyze the 36 Owner Move-in evictions forms that have been submitted to the Rent Program; and (3) report back to the Board with the community members feedback and staff recommendations for further discussion and consideration, passed by the following vote: **Ayes:** Boardmembers, Finlay, Maddock and Vice Chair Gerould. **Noes:** None. **Abstentions:** None. **Absent:** Chair Gray.

**CONSIDERATION OF APPEALS**

I-1. Staff Attorney Charles Oshinuga presented on the matter of Appeal regarding Petition No. RC18-T014. Landlord appeals a Hearing Examiner's decision that (1) found that the subject property was treated as a triplex as it contained three dwelling units, thus subjecting it to the full provisions of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance; (2) found that the Landlord charged rents in excess of the permissible rent levels; (3) found that the subject property contained inadequate housing services; and (4) determined that the Landlord owed the Tenant \$6,521.95. On appeal, Landlords challenges both the Hearing Examiner's findings and the Rent Board's jurisdiction to hear this matter. There were no public comments on this item. All parties of the case were present. The appeal hearing began and the following individuals were present and sworn in: Jasdeep Bal and Ishtar Peeler. Prior to receiving statements from the parties, the Rent Board had to decide whether to Remand the matter back to the Hearing Examiner based on a defective Record. The parties argued to the Rent Board that they wanted to proceed with the appeal despite the defect in the Record. Despite their arguments, the Rent Board unanimously voted to adopt the Staff Attorney's recommendation and remand the matter back to the Hearing Examiner with directions to expedite the new hearing, allowing supplementation of existing evidence, for the Hearing Examiner to render a decision within 10 business days instead of within 30 business days and if any party appeals the decision, to schedule the Appeal Hearing as soon as possible.

**REPORTS OF OFFICERS**

Executive Director Nicolas Traylor gave a report that Rent Services Analyst, Magaly Chavez provided a presentation about the Rent Ordinance to the Iron Triangle Neighborhood Council on May 15th, with the assistance of Mr. Cordell Hindler who helped coordinate the outreach efforts for that meeting as well as all of the Richmond Neighborhood Councils. He also gave a brief update on the upcoming Security Deposits – Rights and Responsibilities for Richmond Landlords and Tenants workshop on Saturday, May 18, 2019.

**ADJOURNMENT**

**ITEM F-1  
ATTACHMENT 1**

There being no further business, the meeting adjourned at  
6:45 P.M.

Cynthia Shaw and Paige Roosa  
Staff Clerks

(SEAL)

Approved:

\_\_\_\_\_  
David Gray, Chair

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 19, 2019

Final Decision Date Deadline: June 19, 2019

**STATEMENT OF THE ISSUE:** The minutes of the May 30, 2019, Special Meeting of the Richmond Rent Board require approval.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** APPROVE the minutes of the May 30, 2019, Special Meeting of the Richmond Rent Board – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:

**F-2.**

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**RICHMOND, CALIFORNIA, May 30, 2019**

The Special Meeting of the Richmond Rent Board was called to order at 6:05 P.M.

**PLEDGE TO THE FLAG**

**ROLL CALL**

**Present:** Boardmembers Finlay, Maddock, and Chair Gray.

**Absent:** Vice Chair Gerould.

*(Vice Chair Gerould present as of 6:29 P.M.)*

**STATEMENT OF CONFLICT OF INTEREST**

None.

**AGENDA REVIEW**

None.

**PUBLIC FORUM**

Cordell Hindler invited the Rent Board to attend community events that will be held during the months of May and June. He also mentioned that he will speak to his Neighborhood Council to coordinate a time for Rent Program Staff Members to provide a presentation on Rent Control at their meeting sometime in the fall. He will discuss with the Council President to see if they are interested in hearing a presentation from Rent Program and will give an update to the Board at a later time.

Jerry Miller addressed the Board asking the following question: when it says on a document from the city Richmond that they are improving the property does that mean that the owner is taking care of their property and it is a tax write off? He expressed concerns about habitability issues at the property he lives in and the issues with Castle Management Property Management Company. He claims that Castle Management owns several properties in the City of Richmond and has been writing off millions of dollars of unclaimed improvements to the properties. He claims that none of the improvements were made but the owners were able to write the expenses off. He also expressed that he has been living at the property for the past four years with mold issues and has issued several complaints but there has been no resolution. He presented photos of the mold issues to

Boardmembers for viewing. He also mentioned that his wife experienced health issues due to the severity of the mold issues. He feels that the Property Manager, Daryl Moore, is a slum lord and he mentioned that the City of Richmond has issued 13 violations on his properties. He also claims that the Property Manager has been covering the mold with paint instead of repairing the problem. Chair Gray responded to Mr. Miller that he will have a staff member follow up with him to try and resolve the issues.

Rosie Miller expressed concerns about the habitability issues in the property that she lives in. She also mentioned that she is experiencing health issues caused by the mold issues in her unit. She mentioned that she cannot cook for her grandchildren because of her health conditions. She blames her health issues on Castle Property Management and she feels as if they don't care. She expressed that she cannot fulfill her motherly duties to her children and grandchildren and cannot fulfill the duties of a wife to her husband because of her condition caused from mold. She asked the Rent Board for help to resolve the mold issues in the unit.

### **RENT BOARD CONSENT CALENDAR**

On motion of Chair Gray, seconded by Boardmember Finlay, the item(s) marked with an (\*) were approved with Vice Chair Gerould absent.

\*F-1. Approve the minutes of the April 29, 2019, Special Meeting of the Richmond Rent Board.

\*F-2. Receive the April 2019 Rent Program Monthly Report.

\*F-3. Receive the Rent Program FY 2018-19 Monthly Revenue and Expenditure Report through April 2019.

### **CONSIDERATION OF APPEALS**

G-1. Staff Attorney Charles Oshinuga presented on the matter of Appeal regarding Petition No. RC18-T022. Landlord appeals a Hearing Examiner's decision that (1) found that the Appellant retained rents in excess of permissible rent levels by failing to return Respondent's security deposit; and (2) required the Appellant return Respondent's entire security deposit in the amount of \$3,400.00. On appeal, Landlord asserts that the Rent Program does not have jurisdiction to hear this matter and "rejects

all conclusions of the Hearing Examiner.” Staff Attorney Charles Oshinuga, recommended the Rent Board dismiss this appeal as the claim brought forth in this appeal is barred as a matter of law because the Superior Court has already ruled on an identical claim, involving the same parties. There were no public speakers on this item. The Appellant on this case was absent and the Respondent, Talia Rubin was present. The appeal hearing began and the Respondent presented her case. The Respondent stated for the record that she has not received payment from the Appellant and that she reached out to the Appellant’s attorney and wasn’t given any direction as to when she would receive payment. After hearing the issues brought on appeal and considering the testimony of the Respondent on appeal, the Board adopted Legal Staff’s recommendation and dismissed the Appeal.

G-2. Legal Counsel Michael Roush presented on the matter of Appeal regarding Petition No. RC18-T011. Landlord appeals a Hearing Examiner's decision that found (1) there was no proper window for emergency egress for 12 months; (2) there were plumbing/sewer issues adversely affecting the Tenants for one month; (3) there kitchen stove and gas issues that adversely affected the Tenants for one month; (4) there were dust issues that adversely affected the Tenants for 30 days; (5) there was a water leak affecting the Tenants for two days; and, as a result, (6) the Tenants were owed \$5733.33 as Excess Rent. On appeal, Landlord challenges these findings. There were no public speakers on this item. All parties of this case were present. The appeal hearing began and the following individuals presented their case: Attorney Edward Lai and Attorney Tony Ruch. Mr. Lai, Attorney for the Appellant, requested a Remand Hearing on the basis of the Hearing Examiner’s review of the evidence regarding the windows and plumbing. Attorney Tony Ruch argued that there exist substantial evidence in the Record justifying the Hearing Examiner’s Decision. After hearing the issues brought on appeal and considering the testimony of all parties on appeal, the Board adopted the Legal Counsel’s recommendation and affirmed the Hearing Examiner’s Decision.

### **REPORTS OF OFFICERS**

Boardmember Finlay inquired about the status of the remanded case heard on appeal at the meeting held on May 15, 2019, regarding 844 37<sup>th</sup> St. #A and wanted to know when the Expedited Appeal Hearing would be scheduled. Executive Director Nicolas Traylor responded that the Tenant withdrew the petition and that no further action is required on this case. He also

confirmed that all parties were notified that the case has been dismissed.

**ADJOURNMENT**

There being no further business, the meeting adjourned at 7:07 P.M.

Cynthia Shaw and Paige Roosa  
Staff Clerks

(SEAL)

Approved:

\_\_\_\_\_  
David Gray, Chair

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 19, 2019

Final Decision Date Deadline: June 19, 2019

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

## INDICATE APPROPRIATE BODY

- |   |   |  |  |   |
|---|---|--|--|---|
| <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 letters from community members regarding the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, RMC 11.100 – Rent Program (Cynthia Shaw 620-5552).

AGENDA ITEM NO:  
**F-3.**

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## ITEM F-3 ATTACHMENT 1

**From:** Sarah Woods [mailto:sarah.woods@solarit.org]  
**Sent:** Thursday, June 06, 2019 10:22 AM  
**To:** Rent Control  
**Subject:** Rent Board Policy on Solar Installations

To the City of Richmond Rent Board:

I recently met with a landlord in the city of Richmond interested in installing solar panels on his rental properties. This landlord is an environmentalist wanting to do all he can to reduce the carbon footprint of his properties.

By purchasing a solar system, he would own the electric production for his properties for the next 30 - 40 years. Our solar system comes with 25 year manufacturer warranties on the panels and the inverter and a 10 year workmanship guarantee, 25 year installation warranty, and 25-year production guarantee (approximately 85% of the estimated production).

If this landlord were to purchase a solar system, we would size his systems to offset the usage of his tenants. Our company estimates expected annual production and a guaranteed annual production of the systems we install based on solar access calculations from the National Renewable Energy Lab and local weather for Bay Area micro climates. It is impossible to predict precisely how many kWh hours the system will produce year to year because clouds, fog, and smoke from wildfires affect solar production. That said, we can fairly predict annual production withing a reasonable margin of error. Similarly, we can reasonably predict current tenant usage within a reasonable margin of error.

If the landlord purchased a solar system, his tenants would then pay him for thee guaranteed electric production at the same rate they are paying now instead of paying PG&E for electricity, approximately \$.24 per kWh. Assuming the system is guaranteed to produce 6,000 kWh in one year, they would pay him \$1400 annually or \$120 per month for the system's guaranteed production . This landlord is willing to permanently fix the cost of electricity at his properties at the current utility rate, and reduce the electricity cost if electric rates in Richmond ever go below the current market rate. In all likelihood, they will pay closer to \$.21 per kWh because the estimated production is higher than the guaranteed production.

Every month PG&E informs solar customers of their net usage with a NEM statement. This statement would go to the tenant. At the end of the year, PG&E provides a true up that either bills the customer for using more than the system produces or giving a credit if the customer uses less electricity than the system produces.

As with all PG&E solar customers, if a tenant uses more electricity than the system produces in one year, they would pay PG&E the market rate per kWh for their overage. If they used less, they would get a \$.03 credit per kWh towards their gas bill or interconnection fee. For more information and sample bills, you can go to [this link](#).

## ITEM F-3 ATTACHMENT 1

Over time, the landlord would benefit financially from investing in the electric production for his properties. The return on investment is anywhere from 6-11 years depending on how much roof work needs to be done prior to installing solar.

Over time, his properties will be more affordable as his electric rates will be fixed at today's utility market rates.

Is this something you would approve? Do you support Richmond landlords investing in solar systems to reduce their carbon footprint and stabilize electric costs for their tenants?

Sincerely,

*Sarah Woods*



315 Montgomery Street, 9th Floor  
San Francisco, CA 94104  
Toll-Free: 855 91 SOLAR  
Tel : (415)463-1125 Ext. 215  
Cell : (510)981-9886  
[www.solarit.org](http://www.solarit.org)

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 19, 2019

Final Decision Date Deadline: June 19, 2019

**STATEMENT OF THE ISSUE:** The Monthly Activity Report is designed to provide members of the Rent Board and Richmond community with a summary of the Rent Program's activities for the month. Staff members find it timely to begin producing such reports on a monthly basis.

## 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 May 2019 Rent Program Monthly Report - Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

**F-4.**

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## MEMORANDUM

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

**FROM:** Paige Roosa, Deputy Director

**DATE:** June 19, 2019

**SUBJECT:** MAY 2019 MONTHLY ACTIVITY REPORT

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**Introduction**

The Monthly Activity Report is designed to provide members of the Rent Board and Richmond community with a summary of the Rent Program's activities for the month. It is anticipated that the format, content, and detail of this report will evolve over time. Feedback concerning this report may be submitted via email to [rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us) or by calling (510) 234-RENT (7368).

**May Department Highlights**

*Rent Program staff engaged community members to spread the word about the Rent Ordinance at the City's annual Cinco de Mayo festival.*

Richmond's annual Cinco de Mayo festival is one of the largest Cinco de Mayo celebrations in the East Bay and presents a unique opportunity for the Rent Program to engage community members who may not otherwise be aware of the Program's existence. Rent Program Services Analyst Magaly Chavez, Administrative Student Interns Bailey Maher and Johana Gurdian, Administrative Aide Ramona Howell, and Hearing Examiner Paul Cohen attended this lively event to distribute information and promotional materials about the Rent Ordinance and Rent Program.



*The Rent Program collected over \$268,000 in Rental Housing Fee revenue, surpassing \$2 million in total revenue collected during the 2018-19 fiscal year.*

Collection efforts continued throughout the month of May with the goal of ensuring that annual revenue collected exceeds expenditures by the close of the fiscal year on June 30. Staff achieved a major milestone in their collection efforts this month, exceeding \$2 million in total revenue collected. Approximately \$539,301 in fees are still outstanding, based on the Rent Program's updated count of total units subject to the Rent Ordinance. Since the Rental Housing Fee is the Rent Program's sole source of operating revenue, staff members remain focused on increasing collection rates to support the Rent Program's long-term financial sustainability.

*The May Community Workshop, titled "Security Deposits: Rights and Responsibilities for Richmond Landlords and Tenants" provided detailed information concerning rules for security deposit collection, use, and refunds.*

## ITEM F-4

The May Community Workshop was attended by 29 community members, who were presented information about handling security deposits for Rental Units in the City of Richmond. Rent Program staff members regularly receive questions concerning security deposits from community members. To address this clear demand for information about security deposits, Rent Program Services Analyst Magaly Chavez conducted a presentation on applicable laws and regulations concerning the collection and use of security deposits, as well as policies regarding the return of security deposits. In addition, the presentation included a series of frequently asked questions concerning security deposits, as well as tips for resolving security deposit disputes. Following the presentation, community members were provided an opportunity to ask questions of staff. Presentation materials are accessible at <http://www.ci.richmond.ca.us/3541/Workshops>.

### Summary of Activities

#### I. Department Unit Activities

<b>FRONT OFFICE UNIT</b>	<b>Occurrences</b>
<b>Persons Assisted By Front Office Unit (<i>without referral to an Analyst</i>)</b>	<b>316</b>
Declarations of Exemption Processed	42
Enrollment Forms Processed	104
Hard Copy Termination Notices Processed	8
Hard Copy Rent Increase Notices Processed	8

<b>PUBLIC INFORMATION UNIT</b>	<b>Occurrences</b>
<b>Total Consultations Provided by a Rent Program Services Analyst</b>	<b>572</b>
Calls Received ( <i>Phone Counseling Sessions</i> )	330
Walk-Ins ( <i>Includes Appointments</i> )	136
Emails Received	106
<b>Total Consultations Provided in a Language other than English</b>	<b>98</b>
Consultations Provided in Spanish	96
Consultations Provided in Cantonese	2
Legal Service Referral Forms Completed	10
Informal Mediations Conducted	1
Courtesy Compliance Letters Mailed	5
Invoices Generated	11
Community Workshop Attendees ( <i>5/18/19 - Security Deposits - Rights and Responsibilities for Richmond Landlords and Tenants</i> )	29
Tenants Assisted	65
Landlords Assisted	70
Property Managers Assisted	8

## ITEM F-4

PUBLIC INFORMATION UNIT (continued)	<i>Occurrences</i>
Process Servers Assisted	1
Realtors Assisted	6
Prospective Purchasers of Rental Property Assisted	2

BILLING AND REGISTRATION UNIT	<i>Occurrences</i>
<b>Total Consultations with a Billing and Registration Unit Staff Member</b>	<b>166</b>
Phone Call Consultations	102
Walk-In Consultations	14
Email Consultations	50
Enrollment/Tenancy Registration Packets Mailed	48
Enrollment Forms Processed	309
Invoices Generated	2,441
Payments/Checks Processed	350
Compliance Actions ( <i>reviewing records, exemption statuses, owner addresses</i> )	52
Property Information Updated	169
Payments Returned	3
Total Monthly Revenue Collected (05/01/19 – 05/31/19)	\$268,650
Total Revenue Collected in FY 2018-19 ( <i>through 05/31/19</i> )	\$2,010,863
Total Revenue Collected in FY 2017-18 (07/01/17 – 06/30/18)	\$1,878,330

LEGAL UNIT	<i>Occurrences</i>
Withdrawal from Rental Market (Ellis Act) Termination Notices Reviewed	2
Owner Move-In Termination Notices Reviewed	2
Temporary Termination of Tenancy due to Substantial Repairs Notices Reviewed	2

HEARINGS UNIT	<i>Occurrences</i>
<b>Total Landlord Petitions Received</b>	<b>1</b>
Requests for Administrative Determination of Exempt Status Received	1
<b>Total Tenant Petitions Received</b>	<b>3</b>
Excess Rent or Failure to Return Security Deposit Petitions Received	3
<b>Total Number of Cases Closed</b>	<b>10</b>
Decisions Ordered	2
Cases Settled	6
Cases Dismissed	1
Petitions Withdrawn	1
Appeal Hearings Held	3

## ITEM F-4

<b>HEARINGS UNIT (continued)</b>	<b>Occurrences</b>
Calls/Placed Received ( <i>Regarding Hearings and Petitions</i> )	24
Walk-Ins ( <i>Regarding Hearings and Petitions</i> )	6
Emails Sent/Received ( <i>Regarding Hearings and Petitions</i> )	24

### II. Online Notices Filed with the Rent Program

<i>Type of Form</i>	<i>Monthly Submissions/ Notices Filed</i>	<i>Prior Month Total</i>	<i>% Change from Prior Month</i>
Proof of Excess Rent Refund	4	0	N/A
Change in Terms of Tenancy Notices Filed	12	9	33.3%
Rent Increase Notices Filed	78	64	21.9%
Termination Notices Filed <sup>1</sup>	181	132	37.1%
<i>Applicable Just Cause for Eviction – Nonpayment of Rent</i>	168	119	41.2%
<i>Applicable Just Cause for Eviction – Breach of Lease</i>	10	8	25.0%
<i>Applicable Just Cause for Eviction – Nuisance</i>	1	2	-50%
<i>Applicable Just Cause for Eviction – Owner Move In</i>	0	2	-100%
<i>Applicable Just Cause for Eviction – Withdrawal from the Rental Market</i>	0	1	-100%
<i>Applicable Just Cause for Eviction – Temporarily Vacate in order to Undertake Substantial Repairs</i>	2	0	N/A
Agent Authorization	0	5	-100%
<b>Total Online Form Submissions</b>	<b>275</b>	<b>210</b>	<b>30.9%</b>

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<sup>1</sup> Note: Termination Notices filed with the Rent Program does not indicate the number of Unlawful Detainer (eviction) lawsuits filed in court. In some cases, the Tenant may cure the issue for the notice (e.g. Tenant pays the rent that is due) and the eviction process is not initiated.

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 19, 2019

Final Decision Date Deadline: June 19, 2019

**STATEMENT OF THE ISSUE:** The Rent Program receives monthly variance reports from the City of Richmond Finance Department. These reports provide useful information on the Rent Program's revenues and expenditures throughout the fiscal year. Finance Department staff members have agreed to provide these reports to staff on a schedule that will permit them to be included in the agenda for the Rent Board's regularly scheduled meetings.

## 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 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 2018-19 Monthly Revenue and Expenditure Report through May 2019 – Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

**F-5.**

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**Rent Program**  
**FY2018-19 Monthly Revenue and Expenditure Report**

CHARACTER	OBJECT	ORIGINAL BUDGET	REVISED BUDGET	Per 1	Per 2	Per 3	Per 4	Per 5	Per 6	Per 7	Per 8	Per 9	Per 10	Per 11	ENCUMBRANCES	YTD TOTAL	AVAILABLE BUDGET	% USED		
				Jul-2018	Aug-2018	Sept-2018	Oct-2018	Nov-2018	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19						
34	LICENSES, PRMITS&FEES	340445	FEES/Admin Fees	(2,804,925.00)	(2,804,925.00)	(61,153.75)	(87,687.78)	(49,762.50)	(491,811.00)	(51,052.25)	(74,694.25)	(128,623.00)	(136,885.00)	(203,562.00)	(455,583.25)	(268,649.75)	(2,009,464.53)	(795,460.47)	71.6%	
			<b>TOTAL LICENSES, PRMITS&amp;FEES</b>	<b>(2,804,925.00)</b>	<b>(2,804,925.00)</b>	<b>(61,153.75)</b>	<b>(87,687.78)</b>	<b>(49,762.50)</b>	<b>(491,811.00)</b>	<b>(51,052.25)</b>	<b>(74,694.25)</b>	<b>(128,623.00)</b>	<b>(136,885.00)</b>	<b>(203,562.00)</b>	<b>(455,583.25)</b>	<b>(268,649.75)</b>	<b>(2,009,464.53)</b>	<b>(795,460.47)</b>	<b>71.6%</b>	
38	OTHER REVENUE	364855	OTHER REV/Misc Other Revenue	-	-	-	(20.60)	-	-	-	(75.00)	-	-	(22.40)	(15.00)	-	(133.00)	133.00	100.0%	
			<b>TOTAL OTHER REVENUE</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(20.60)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(75.00)</b>	<b>-</b>	<b>-</b>	<b>(22.40)</b>	<b>(15.00)</b>	<b>-</b>	<b>(133.00)</b>	<b>133.00</b>	<b>100.0%</b>	
			<b>TOTAL REVENUE</b>	<b>(2,804,925.00)</b>	<b>(2,804,925.00)</b>	<b>(61,153.75)</b>	<b>(87,708.38)</b>	<b>(49,762.50)</b>	<b>(491,811.00)</b>	<b>(51,052.25)</b>	<b>(74,769.25)</b>	<b>(128,623.00)</b>	<b>(136,885.00)</b>	<b>(203,584.40)</b>	<b>(455,598.25)</b>	<b>(268,649.75)</b>	<b>-</b>	<b>(2,009,597.53)</b>	<b>(795,327.47)</b>	<b>71.6%</b>
40	SALARIES AND WAGES	400001	SALARIES & WAGES/Executive	470,660.00	470,660.00	43,808.34	44,156.70	44,212.68	44,212.68	44,212.68	44,212.68	44,212.68	44,212.68	44,212.68	44,212.68	44,212.68	485,879.16	(15,219.16)	103.2%	
40	SALARIES AND WAGES	400002	SALARIES & WAGES/Mgmt-Local 21	242,235.00	339,735.00	19,837.94	19,837.94	19,837.94	29,118.23	26,024.80	24,445.70	25,570.84	26,665.44	26,665.44	26,665.44	24,639.74	269,309.45	70,425.55	79.3%	
40	SALARIES AND WAGES	400003	SALARIES & WAGES/Local 1021	119,474.00	119,474.00	10,783.02	10,783.02	10,783.02	10,783.02	10,987.78	10,987.78	10,987.78	10,987.78	10,987.78	10,987.78	10,987.78	118,691.32	782.68	99.3%	
40	SALARIES AND WAGES	400006	SALARIES & WAGES/PT- Temp	77,530.00	77,530.00	2,276.74	5,707.84	4,616.42	2,981.22	4,401.34	4,113.23	2,902.15	4,570.85	3,801.24	3,726.60	3,590.29	42,687.92	34,842.08	55.1%	
40	SALARIES AND WAGES	400031	OVERTIME/General	12,000.00	12,000.00	317.29	70.53	14.11	-	562.34	1,191.51	270.53	755.47	613.82	500.50	482.16	4,778.26	7,221.74	39.8%	
40	SALARIES AND WAGES	400048	OTHER PAY/Bilingual Pay	1,674.00	1,674.00	549.59	484.82	484.82	484.82	546.69	776.66	592.73	614.62	614.62	614.62	614.62	6,378.61	(4,704.61)	381.0%	
40	SALARIES AND WAGES	400049	OTHER PAY/Auto Allowance	4,200.00	4,200.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	3,850.00	350.00	91.7%	
40	SALARIES AND WAGES	400050	OTHER PAY/Medical- in Lieu of	4,200.00	4,200.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	350.00	2,500.00	1,700.00	59.5%	
40	SALARIES AND WAGES	400079	COMP ABSENCES/WC-Prof-Mgt-Tec	-	-	-	-	-	-	-	-	-	-	-	-	1,350.47	1,350.47	(1,350.47)	#DIV/0!	
			<b>TOTAL SALARIES AND WAGES</b>	<b>931,973.00</b>	<b>1,029,473.00</b>	<b>78,272.92</b>	<b>81,740.85</b>	<b>80,498.99</b>	<b>88,129.97</b>	<b>87,285.63</b>	<b>86,277.56</b>	<b>85,086.71</b>	<b>88,356.84</b>	<b>87,445.58</b>	<b>87,257.62</b>	<b>85,072.52</b>	<b>-</b>	<b>935,425.19</b>	<b>94,047.81</b>	<b>90.9%</b>
41	FRINGE BENEFITS	400103	P-ROLL BEN/Medicare Tax-ER Shr	12,303.00	12,303.00	1,160.03	1,188.56	1,180.49	1,292.29	1,269.08	1,255.38	1,237.20	1,295.50	1,271.41	1,268.68	1,237.00	13,655.62	(1,352.62)	111.0%	
41	FRINGE BENEFITS	400104	P-ROLL BEN/PERS Benefits	-	-	20,717.85	16,042.21	-	-	-	-	-	-	-	-	-	36,760.06	(36,760.06)	100.0%	
41	FRINGE BENEFITS	400105	P-ROLL BEN/Health Insurance Be	142,999.00	142,999.00	11,256.12	11,256.12	12,037.77	13,601.43	12,819.60	12,629.14	12,629.14	12,629.14	12,629.14	12,629.14	12,629.14	136,745.88	6,253.12	95.6%	
41	FRINGE BENEFITS	400106	P-ROLL BEN/Dental Insurance	13,347.00	13,347.00	1,108.35	1,108.35	1,108.35	1,354.65	1,231.50	1,231.50	1,231.50	1,231.50	1,231.50	1,231.50	1,231.50	13,300.20	46.80	99.6%	
41	FRINGE BENEFITS	400109	P-ROLL BEN/Employee Assistance	414.00	414.00	32.76	32.76	32.76	40.04	36.40	36.40	36.40	36.40	36.40	36.40	36.40	393.12	20.88	95.0%	
41	FRINGE BENEFITS	400110	P-ROLL BEN/Professional Dev-Mg	5,250.00	5,250.00	1,500.00	686.09	750.00	750.00	63.91	63.91	36.40	36.40	36.40	36.40	36.40	3,000.00	2,250.00	57.1%	
41	FRINGE BENEFITS	400111	P-ROLL BEN/Vision	1,953.00	1,953.00	162.90	162.90	144.90	177.10	161.00	161.00	161.00	161.00	161.00	161.00	161.00	1,774.80	178.20	90.9%	
41	FRINGE BENEFITS	400112	P-ROLL BEN/Life Insurance	2,730.00	2,730.00	423.58	423.58	423.58	511.43	471.34	471.34	471.34	471.34	471.34	471.34	471.34	5,081.55	(2,351.55)	186.1%	
41	FRINGE BENEFITS	400114	P-ROLL BEN/Long Term Disabilit	8,712.00	8,712.00	724.02	724.02	724.02	873.74	798.88	759.03	806.63	806.63	806.63	806.63	806.63	8,601.20	110.80	98.7%	
41	FRINGE BENEFITS	400116	P-ROLL BEN/Unemployment Ins	4,104.00	4,104.00	456.00	456.00	418.00	494.00	456.00	456.00	456.00	456.00	456.00	456.00	456.00	5,016.00	(912.00)	122.2%	
41	FRINGE BENEFITS	400117	P-ROLL BEN/Personal/Prof Dev	1,500.00	1,500.00	-	-	-	-	-	-	-	-	-	-	-	750.00	750.00	50.0%	
41	FRINGE BENEFITS	400121	P-ROLL BEN/Worker Comp-Clerica	10,023.00	10,023.00	1,038.35	1,351.44	1,224.08	1,033.25	1,198.97	1,165.35	1,024.02	1,218.76	1,128.94	1,120.23	1,104.32	12,607.71	(2,584.71)	125.8%	
41	FRINGE BENEFITS	400122	P-ROLL BEN/Worker Comp-Prof	52,605.00	52,605.00	5,339.91	5,369.12	5,373.82	6,152.44	5,892.90	5,760.41	5,854.82	5,946.66	5,946.66	5,946.66	5,833.35	63,416.75	(10,811.75)	120.6%	
41	FRINGE BENEFITS	400124	P-ROLL BEN/CON-MEDICL EE Share	(7,500.00)	(7,500.00)	-	-	-	-	-	-	-	-	-	-	-	-	(7,500.00)	0.0%	
41	FRINGE BENEFITS	400127	P-ROLL BEN/OPEB	34,139.00	34,139.00	3,052.68	3,066.98	3,069.28	3,449.92	3,331.44	3,266.68	3,312.82	3,357.72	3,357.72	3,357.72	3,357.72	35,980.68	(1,841.68)	105.4%	
41	FRINGE BENEFITS	400128	P-ROLL BEN/Pension Stabilizatn	-	-	547.27	274.47	-	-	-	-	-	(821.74)	-	-	-	-	-	100.0%	
41	FRINGE BENEFITS	400130	P-ROLL BEN/PARS Benefits	-	-	29.60	75.12	60.19	38.75	57.47	56.07	38.48	59.42	49.42	48.45	49.12	562.09	(562.09)	100.0%	
41	FRINGE BENEFITS	400131	P-ROLL BEN/CON-OPEB-EE Share	(7,200.00)	(7,200.00)	-	-	-	-	-	-	-	-	-	-	-	-	(7,200.00)	0.0%	
41	FRINGE BENEFITS	400149	P-ROLL BEN/PERS-Misc	104,346.00	104,346.00	-	4,711.56	9,423.12	10,584.18	10,230.52	10,061.72	10,179.48	10,319.16	10,319.16	10,319.16	10,065.13	96,213.19	8,132.81	92.2%	
41	FRINGE BENEFITS	400151	P-ROLL BEN/PERS-Misc (UAL)	105,819.00	105,819.00	-	11,337.66	12,597.40	12,597.40	12,597.40	12,597.40	12,597.40	12,597.40	12,597.40	12,597.40	12,597.40	112,116.86	(6,297.86)	106.0%	
			<b>TOTAL FRINGE BENEFITS</b>	<b>485,544.00</b>	<b>485,544.00</b>	<b>47,546.44</b>	<b>46,243.19</b>	<b>47,244.11</b>	<b>52,950.62</b>	<b>50,552.50</b>	<b>49,971.33</b>	<b>50,036.23</b>	<b>51,336.63</b>	<b>49,640.98</b>	<b>50,450.31</b>	<b>50,003.37</b>	<b>545,975.71</b>	<b>(60,431.71)</b>	<b>112.4%</b>	
42	PROF & ADMIN SERVICES	400201	PROF SVCS/Professional Svcs	169,500.00	171,000.00	-	17,000.00	10,843.39	-	11,070.28	9,857.86	789.28	1,483.92	406.12	216.84	37,159.46	33,840.54	52.3%	12,213.07	
42	PROF & ADMIN SERVICES	400206	PROF SVCS/Legal Serv Cost	270,000.00	276,250.00	-	6,250.00	18,750.00	6,364.02	6,250.00	25,000.00	12,500.00	6,250.00	6,250.00	6,250.00	7,701.82	156,364.02	119,885.98	56.6%	
42	PROF & ADMIN SERVICES	400220	PROF SVCS/Info Tech Services	3,000.00	3,000.00	-	-	-	-	541.87	-	-	-	1,833.33	-	2,375.20	624.80	79.2%		
42	PROF & ADMIN SERVICES	400241	TRAVEL & TRNG/Meal Allowance	-	700.00	-	-	-	-	-	359.24	-	-	-	-	359.24	340.76	51.3%		
42	PROF & ADMIN SERVICES	400242	TRAVEL & TRNG/Mileage	1,000.00	1,300.00	-	-	-	-	18.85	203.60	95.44	-	902.79	-	1,220.68	79.32	93.9%		
42	PROF & ADMIN SERVICES	400243	TRAVEL & TRNG/Conf, Mtng Trng	10,500.00	10,500.00	-	-	-	-	-	-	-	-	-	279.96	279.96	10,220.04	2.7%		
42	PROF & ADMIN SERVICES	400245	TRAVEL & TRNG/Tuition Rmb/Cer	-	-	-	-	-	-	800.00	-	-	-	-	-	800.00	(800.00)	100.0%		
42	PROF & ADMIN SERVICES	400261	DUES & PUB/Memberships & Dues	-	824.00	-	-	-	-	-	-	-	823.75	-	-	823.75	0.25	100.0%		
42	PROF & ADMIN SERVICES	400262	DUES & PUB/Books & Subs	200.00	200.00	-	-	-	-	-	-	-	-	-	-	-	200.00	0.0%		
42	PROF & ADMIN SERVICES	400263	DUES & PUB/Subscription	-	1,000.00	-	-	-	-	-	-	-	-	250.00	-	500.00	(500.00)	750.0%		
42	PROF & ADMIN SERVICES	400271	AD & PROMO/Advertising&Promo	2,000.00	2,000.00	-	3.00	655.00	490.34	-	-	-	-	-	-	1,559.22	440.78	78.0%		
42	PROF & ADMIN SERVICES	400272	AD & PROMO/Community Events	10,000.00	10,000.00	-	69.96	74.93	-	-	-	-	-	-	-	144.89	9,855.11	1.4%		
42	PROF & ADMIN SERVICES	400280	ADM EXP/Program Supplies	-	-	-	-	-	708.75	430.52	423.05	330.00	506.25	80.00	843.13	3,321.70	(3,321.70)	100.0%		
			<b>TOTAL PROF &amp; ADMIN SERVICES</b>	<b>466,200.00</b>	<b></b>															

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 19, 2019

Final Decision Date Deadline: June 19, 2019

**STATEMENT OF THE ISSUE:** In December 2016, the City, acting as the Rent Board, solicited quotes from qualified service providers in accordance with the City's procurement policies and entered into a contract with Document Tracking Services to provide translation services to the Rent Program. Staff members are requesting Board approval of a third amendment to the contract to extend the term through June 30, 2020, and increase the payment limit by \$15,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2019-20.

## 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 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 an amendment to the contract for translation services with Document Tracking Services increasing the amount by \$15,000, to a total not to exceed \$34,999, and extending the term to June 30, 2020 – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:

**F-6.**

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# AGENDA REPORT

**DATE:** June 19, 2019

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

**FROM:** Nicolas Traylor, Executive Director  
Paige Roosa, Deputy Director

**SUBJECT:** THIRD AMENDMENT TO THE CONTRACT WITH DOCUMENT TRACKING SERVICES FOR TRANSLATION SERVICES

## **STATEMENT OF THE ISSUE:**

In December 2016, the City, acting as the Rent Board, solicited quotes from qualified service providers in accordance with the City's procurement policies and entered into a contract with Document Tracking Services to provide translation services to the Rent Program. Staff members are requesting Board approval of a third amendment to the contract to extend the term through June 30, 2020, and increase the payment limit by \$15,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2019-20.

## **RECOMMENDED ACTION:**

APPROVE an amendment to the contract for translation services with Document Tracking Services increasing the amount by \$15,000, to a total not to exceed \$34,999, and extending the term to June 30, 2020 – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

## **FISCAL IMPACT:**

The proposed contract amendment shall be funded by the Fiscal Year 2019-20 Rent Program budget, adopted by the Rent Board on March 20, 2019. The adopted budget allocates \$23,500 for translation services, of which \$15,000 is proposed to be used to increase the payment limit for the Board's existing contract with Document Tracking Services.

**DISCUSSION:**

Background

In December 2016, the City, acting as the Rent Board, solicited quotes from qualified service providers in accordance with the City's procurement policies and entered into a contract with Document Tracking Services to provide translation services to the Rent Program.

In December 2017, the Executive Director approved a first amendment to the original contract to extend the term through December 31, 2018. On June 20, 2018, the Rent Board approved a second amendment to the contract to extend the term through June 30, 2019, and increase the payment limit by \$10,000. Staff members are requesting Board approval of a third amendment to the contract to extend the term through June 30, 2020, and increase the payment limit by \$15,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2019-20.

Document Tracking Services provides timely translation of a wide range of documents produced by the Rent Program through a convenient, easy-to-navigate interface. Staff members are satisfied with the company's performance to date and desire to continue working with Document Tracking Services.

Proposed Contract Amendments

Staff members are requesting approval of contract amendments to extend the term of the contract with Document Tracking Services to June 30, 2020, and increase the payment limit of the contract by \$15,000 in accordance with the Fiscal Year 2019-20 Rent Program budget. This \$15,000 is anticipated to cover the costs of written translation of public informational materials and forms, such as community workshop presentations, agendas, and fliers, as well as petition and hearings-related documents.

**DOCUMENTS ATTACHED:**

Attachment 1 – Third Contract Amendment and Amendment History

Attachment 2 – Original Contract

**CITY OF RICHMOND RENT PROGRAM  
CONTRACT AMENDMENT**

<b>Department:</b> Rent Program	<b>Project Manager:</b> Nicolas Traylor
<b>Project Manager E-mail:</b> nicolas_traylor@ci.richmond.ca.us	<b>Project Manager Phone No:</b> (510) 620-6564
<b>P.R. No:</b> 21800602-00 <b>Vendor No:</b> 12342	<b>P.O./Contract No:</b> 3720
<b>Description of Services:</b> Provide ongoing translation services.	
<b>Amendment No. 3 modifies the:</b> (2 <sup>nd</sup> or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> <b>Term, Payment Limit and Service Plan</b>	<input type="checkbox"/> <b>Payment Limit and Service Plan</b>
<input type="checkbox"/> <b>Term and Service Plan</b>	<input type="checkbox"/> <b>Service Plan</b>

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: Document Tracking Services  
 Street Address: 10225 Barnes Canyon Road, A200  
 City, State, Zip Code: San Diego, CA 92121  
 Contact Person: Aaron Tarazon  
 Telephone: (858) 784-0960     Email: translations@doc-tracking.com  
 Business License No: 40052543 / Expiration Date: June 26, 2019

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 December 19, 2016, which **original** term commenced on December 19, 2016 and terminates December 31, 2017 with an **original** contract payment limit of \$9,999.00. 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.

**ITEM F-6  
ATTACHMENT 1**

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:

By \_\_\_\_\_

Document Tracking Services

(\*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 \_\_\_\_\_  
Staff Attorney

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

Document Tracking Services

Amendment No.

P.O./Contract No.

**3****3720****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

December 19, 2016

\_\_\_\_\_  
(Insert original contract commencement date)

and it terminates

**June 30, 2020**

\_\_\_\_\_  
(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 \$ **25,000.00** . 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 \$ **34,999.00** 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:

No amendments to the Service Plan.

## Document Tracking Services

Amendment No.

P.O./Contract No.

3

3720

**AMENDMENT PROVISIONS (AMENDMENT HISTORY)**

The **first** Contract Amendment was approved by the Rent Board or executed by the Executive Director on June 13, 2018 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ \_\_\_\_\_ for a payment limit not to exceed \$ 9,999.00.
- Term Amendment (insert new termination date): December 31, 2018
- Service Plan

The **second** Contract Amendment was approved by the Rent Board or executed by the Executive Director on June 20, 2018 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 10,000.00 for a payment limit not to exceed \$ 19,999.00.
- Term Amendment (insert new termination date): June 30, 2019
- 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 \$ 19,999.00.
- 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 \$ 19,999.00.
- 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 \$ 19,999.00.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

CITY OF RICHMOND  
SHORT FORM CONTRACT

ITEM F-6  
ATTACHMENT 2

<b>Department:</b> City Manager's Office	<b>Project Manager:</b> Gabino Arredondo
<b>Project Manager E-mail:</b> gabino_arredondo@ci.richmond.ca.us	<b>Project Manager Phone No:</b> (510) 620-6606
<b>PR No:</b> 19217	<b>Vendor No:</b> 12342
<b>P.O./Contract No:</b> 27006661 / 3720	
<b>Description of Services:</b> Provide on-going translation support services.	

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

(Company) Document Tracking Services  
(Street Address) 10225 Barnes Canyon Rd, A200  
(City State, Zip Code) San Diego, CA 92121  
(Contract Person)  
(E-mail) Aaron Tarazón  
(Telephone) (858) 784-0960  
(Fax Number)  
Richmond Business License No. 40052543  
Expiration Date: 3/14/2017

2. **Term.** The effective date of this Agreement is December 19, 2016 and it terminates December 31, 2017 unless sooner terminated as provided herein.

3. **Payment Limit.** City's total payment to Contractor under this Agreement shall not exceed (\$10,000.00) including expenses unless a contract amendment has been approved by the City Council or City Manager.

4. **City's Obligations.** City shall pay the Contractor a not to exceed amount of \$ 9,999.00 as total payment for all services rendered.

5. **Location of Services.** Contractor shall perform the services set forth herein at the following location:  
Offices of Document Tracking Services

6. **Contractor's Obligations.**

To the satisfaction of the City's Project Manager, Contractor shall provide the following services:

See attached Scope of Work dated December 15, 2016, incorporated herein by this reference.

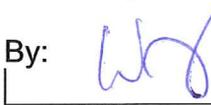
7. **Supplemental Conditions.** This Contract is subject to the Supplemental Conditions and Special Conditions (if applicable) attached hereto, which are incorporated herein by this reference.

8. **Insurance Provisions.** This Contract is subject to the Insurance Provisions which are attached hereto and are incorporated herein by this reference.

9. **Signatures.** These signatures attest the parties' agreement hereto:

CITY:

CITY OF RICHMOND, CA  
a municipal corporation

By:   
City Manager or Designee Signature

CONTRACTOR:

By:   
Signature Date: 12/15/16





December 15, 2016

**Attn: Gabino Arredondo, Health & Wellness Coordinator**

City Manager's Office, City of Richmond

450 Civic Center Plaza, Suite 300

Richmond, CA 94804

Phone: 510-620-6512

Fax: 510-620-6542

E-mail: [gabino\\_arredondo@ci.richmond.ca.us](mailto:gabino_arredondo@ci.richmond.ca.us)

Re: Ongoing Translation Support

Mr. Arredondo,

The following is a proposal for Document Tracking Services (DTS) to provide ongoing translation support for the City Manager's Office, City of Richmond (Client). It is submitted on behalf of Document Tracking Services, LLC (Employer ID # 20-3469254) by Aaron Tarazon, Director of Operations for Document Tracking Services.

Thank you for your consideration.

Aaron Tarazon

Director of Operations, Document Tracking Services

10225 Barnes Canyon Road, Suite A200

San Diego, CA 92121

858-784-0960: Office Phone

626-628-7497: Mobile Phone

[www.doc-tracking.com](http://www.doc-tracking.com)

## **Vendor Information**

### **Full Name and Address**

Document Tracking Services, LLC  
10225 Barnes Canyon Road, A200  
San Diego, CA 92121.

**DTS Overview:** DTS has been assisting schools, districts, and other government organizations in preparing and translating reports, forms, and related documents for 11 years and currently serves ~900+ school districts throughout the United States. DTS has a full staff of educated, native Spanish speaking translators with over 20-years of combined experience specific to public and internal education and government documents and forms. DTS translations are performed by human beings (no machine translation) to preserve the integrity of intended/specialized messages, phrases, and terms.

**Key Personnel:** The primary point of contact for DTS will be Aaron Tarazon. Mr. Tarazon has worked with DTS for ~10 years and is the Director of DTS. Mr. Tarazon will be assisted by Mr. Kevin Bakke, DTS Support Lead and DTS Support and Translation staff as necessary.

### **Scope of Service**

**Translation Services:** DTS will provide ongoing Spanish translation support on an ongoing "as needed" basis upon request from the Client. DTS translations are tailored to the community reading documentation and designed to be accessible.

**Translation Request Process:** Client will submit documents for translation to Mr. Tarazon via email. DTS will also establish an online account area where Client may submit documents for quote and approve translation requests. Mr. Tarazon, or assisting Support Staff will confirm receipt, assign, and return translated documents per the agreed timeline. Client can submit requests for revisions as needed by simply submitting the document with changes highlighted. Revisions will be returned promptly and Client will be charged only for text revised. Translated documents will be returned in the format provided, unless otherwise requested.

**Translation Rate:** DTS will translate documents at a rate of \$.135/word.

**Translation Turnaround Time:** Unless otherwise requested and/or agreed upon, turnaround time will be 1,500 words per day.

**Invoicing:** DTS will bill client monthly for work completed during the previous month (billing cycle). Information included in the invoice are:

- Request Date
- Description (File Name)
- Number of Words
- Fee (\$.135/word)
- Approved By
- Language

**Implementation**

DTS will begin service upon receipt of an approved contract, purchase order (PO) or memorandum of understanding (MOU) agreeing to the terms and the "not-to-exceed" amount of \$9,999.

Thank you for your consideration.

Aaron Tarazon  
Director of Operations, Document Tracking Services  
10225 Barnes Canyon Road, Suite A200  
San Diego, CA 92121  
858-784-0960: Office Phone  
626-628-7497: Mobile Phone  
[www.doc-tracking.com](http://www.doc-tracking.com)

**SUPPLEMENTAL CONDITIONS**

1. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the City as to the result of his work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any assistants used by Contractor in providing said services.
2. This Contract shall automatically terminate when the total accumulated compensation paid or due to Contractor under this Contract reaches \$10,000.00. The City shall not be responsible for compensating Contractor for any amounts in excess of \$10,000.00.
3. Either the City or Contractor may cancel this Contract at any time upon giving the other party ten (10) days' written notice of such cancellation. In the event of cancellation, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's cancellation.
4. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City.
5. Contractor shall indemnify, defend and hold the City harmless from and against all claims, demands and causes of action for injury, death or damage to any person or property which may arise or result from the contractor's performance of this Contract or from acts or omissions of any person(s) employed by Contractor.
6. Contractor agrees to observe all applicable laws including, but not limited to, the provisions of Section 2.28.030 of the Municipal Code of the City of Richmond obligating every contractor or subcontractor under a contract or subcontract to the City of Richmond for public works or for goods or service to refrain from discriminatory employment practices on the basis of the race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor.
7. Pursuant to Chapter 7.04 and Section 7.04.160 (f) of the Municipal Code of the City of Richmond, if this Contract does not exceed five thousand dollars (\$5,000.00) and if the Contractor does not make more than five thousand dollars (\$5,000.00) within the City of Richmond during the fiscal year, then the Contractor shall be exempt from obtaining a City of Richmond business license.
8. If this Contract does exceed five thousand dollars (\$5,000.00), or if Contractor does make more than five thousand dollars (\$5,000.00) within the City of Richmond during the fiscal year, then a City of 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.

**ITEM F-6  
ATTACHMENT 2**

**For the Contract between the City of  
Richmond and**

Document Tracking Services

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**SPECIAL CONDITIONS**

The Supplemental Conditions of the Short Form Contract are hereby amended to include the following modifications:

None

**ITEM F-6**  
**ATTACHMENT 2**  
For the Contract between the City of  
Richmond and

Document Tracking Services

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**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.

**City of Richmond - Insurance Requirements - Type 2:  
 Professional Services**

In all instances where CONTRACTOR or its representatives will provide professional services (*architects, engineers, construction management, counselors, medical professionals, hospitals, clinics, attorneys, consultants, accountants, etc.*) to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors. **Maintenance of proper insurance coverage is a material element of the contract. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of contract.**

CONTRACTOR agrees that in the event of loss due to any of the perils for which it has agreed to provide Commercial General Liability insurance, CONTRACTOR shall look solely to its insurance for recovery. CONTRACTOR hereby grants to CITY, on behalf of any insurer providing Commercial General Liability insurance to either CONTRACTOR or CITY with respect to the services of CONSULTANT herein, a waiver of any right to subrogation which any such insurer of said CONTRACTOR may acquire against the CITY by virtue of the payment of any loss under such insurance.

Original, signed certificates and original, separate policy endorsements, naming the City as an additional insured for general liability coverage, as well as a waiver of subrogation for Workers' Compensation insurance, shall be received and approved by the City **before any work may begin**. However, failure to do so shall not operate as a waiver of these insurance requirements.

City reserves the right to modify or require additional coverages for specific risk exposures depending on scope of CONTRACTORS work.

Minimum coverage is detailed below. The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated herein shall not serve to reduce the policy limits of coverage of CONTRACTOR.

**Minimum Scope of Insurance** – the following forms shall be provided and coverage shall be at least as broad as the following:

1. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001), and including coverage for bodily and personal injury, property damage, and products and completed operations (if applicable).
2. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto).
3. Original and Separate Additional Insured Endorsement for General Liability (ISO Form CG 20 10 11/85 or its equivalent) with primary and non-contributory language.
4. Workers' Compensation Insurance as required by the State of California including Employer's Liability coverage.
5. Original and Separate Waiver of Subrogation for Workers' Compensation insurance.
6. Professional Liability or Errors & Omissions Liability Insurance appropriate to the CONTRACTOR's profession (if required.)

Required Coverage	Minimum Limits
Workers' Compensation and Employers' Liability	Statutory limits as required by the State of California including \$1 million Employers' Liability per accident, per employee for bodily injury or disease. If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the California Department of Industrial Relations and Self-Insurance. If contractor is a sole proprietor (has no employees) than contractor must sign "Contractor Release of Liability" found at: <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a> .
General Liability <i>(primary and excess limits combined)</i>	<b>\$2,000,000</b> per occurrence for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the <b>minimum required aggregate limit shall be twice the per occurrence limit (\$4 million aggregate limit)</b> .  Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.

**City of Richmond - Insurance Requirements - Type 2:  
Professional Services**

Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage.	
Professional Liability or Errors & Omissions Liability - <i>Required for all professionals including architects, engineers, consultants, construction management, counselors, medical professionals, hospitals, clinics, attorneys and accountants, &amp; other consultants as may be required by the City.</i>	<b>PROJECT COST</b>	<b>REQUIRED LIMIT</b>
	\$0 - \$1 million	\$1 million p/o
	\$1 million - \$5 million	\$2 million p/o
	Over \$5 million	\$5 million p/o

Required Policy Conditions	
Additional Insured Endorsement	<p>Applicable to General Liability coverage.</p> <p>The City of Richmond, its officers, officials, employees, agents and volunteers are to be named as additional insureds for all liability arising out of the operations by or on behalf of the named insured including bodily injury, deaths and property damage or destruction arising in any respect directly or indirectly in the performance of this contract.</p> <p><b><i>ISO form CG 20 10 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement <u>must not</u> exclude products and completed operations coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</i></b></p>
Primary and Noncontributory	<p>The contractor's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the contractor from its responsibility to provide insurance.</p>
Waiver of Subrogation Endorsement Form	<p>Contractor's insurer will provide a Waiver of Subrogation in favor of the City for Workers' Compensation Insurance during the life of this contract. SAMPLE Endorsements can be found at <a href="http://www.ci.richmond.ca.us/index.aspx?nid=61">http://www.ci.richmond.ca.us/index.aspx?nid=61</a>.</p>
Deductibles and Self-Insured Retentions	<p>Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.</p> <p>Contractor is responsible for satisfaction of the deductible and/or self-insured retention for each loss.</p>
A. M. Best Rating	<p>A:VII or Better. If the A.M. Best Rating falls below the required rating, CONTRACTOR must replace coverage immediately and provide notice to City.</p>

**Umbrella/Excess Liability Policies**

If an Umbrella or Excess Liability Policy is used to meet the liability limits, coverage shall be as broad as specified for underlying coverage's and cover those insured in the underlying policies.

**City of Richmond - Insurance Requirements - Type 2:  
Professional Services**

**Claims-Made Policies**

If any insurance policy is written on a claims-made form: 1) the retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. 2) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.

**Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

CONTRACTOR agrees to defend and indemnify the City of Richmond for any damage resulting to it from failure of either CONTRACTOR or any subcontractor to take out or maintain the required insurance policies. The fact that insurance is obtained by CONTRACTOR, and/or CONTRACTOR's subcontractors, will not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this contract. Damages recoverable by CITY from CONTRACTOR or any third party will not be limited by the amount of the required insurance coverage.

**Verification of Coverage**

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

**Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager for the City of Richmond.**

Insurance certificates and endorsements may be faxed to the Designated Project Manager. However, CONTRACTOR must mail the original certificates and endorsements to Designated Project Manager once faxed.

**Continuous Coverage**

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. **Renewal certificates and updated endorsements shall be mailed to the Designated Project Manager.**

**Cancellation**

CONTRACTOR shall ensure that coverage shall not be cancelled, reduced or otherwise materially changed except after thirty (30) days' prior written notice has been given to the City.

**Reporting Requirements**

Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

**Consistent with Public Policy**

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 19, 2019

Final Decision Date Deadline: June 19, 2019

**STATEMENT OF THE ISSUE:** Since February 2018, The Eviction Defense Center has had the full-time equivalent of one attorney and one part-time paralegal dedicated to Richmond eviction cases. The current contract expires on June 30, 2019. Contract amendments are necessary to extend the term of the contract, add funds for services in Fiscal Year 2019-20 in accordance with the budget adopted by the Rent Board on March 20, 2019, and modify the Service Plan to reflect the increased funds proposed in Fiscal Year 2019-20.

## 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 an amendment to the contract for community legal services with the Eviction Defense Center modifying the Service Plan to specify that the Eviction Defense Center will serve at least 30 Richmond Tenants per month, increasing the contact amount by \$125,000 for Fiscal Year 2019-20, to a total not to exceed \$237,500, and extending the term to June 30, 2020 – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:

**F-7.**

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# AGENDA REPORT

**DATE:** June 19, 2019

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

**FROM:** Nicolas Traylor, Executive Director  
Paige Roosa, Deputy Director

**SUBJECT:** SECOND AMENDMENT TO THE CONTRACT WITH THE EVICTION DEFENSE CENTER FOR COMMUNITY LEGAL SERVICES

## **STATEMENT OF THE ISSUE:**

Since February 2018, The Eviction Defense Center has had the full-time equivalent of one attorney and one part-time paralegal dedicated to Richmond eviction cases. The current contract expires on June 30, 2019. Contract amendments are necessary to extend the term of the contract, add funds for services in Fiscal Year 2019-20 in accordance with the budget adopted by the Rent Board on March 20, 2019, and modify the Service Plan to reflect the increased funds proposed in Fiscal Year 2019-20.

## **RECOMMENDED ACTION:**

APPROVE an amendment to the contract for community legal services with the Eviction Defense Center modifying the Service Plan to specify that the Eviction Defense Center will serve at least 30 Richmond Tenants per month, increasing the contact amount by \$125,000 for Fiscal Year 2019-20, to a total not to exceed \$237,500, and extending the term to June 30, 2020 – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

## **FISCAL IMPACT:**

The proposed contract amendments shall be funded by the Fiscal Year 2019-20 Rent Program budget, adopted by the Rent Board on March 20, 2019. The adopted budget allocates \$200,000 for Community Services Agency Contracts, of which \$125,000 is proposed to be used to increase the payment limit for the Board's existing contract with the Eviction Defense Center.

**DISCUSSION:**

Background

On Wednesday, June 21, 2017, the Rent Board directed staff to negotiate and execute legal services contracts. In accordance with the City’s procurement policies, a Request for Qualifications and Proposals was released on August 11, 2017. Proposals were reviewed by a panel of stakeholders and staff. A contract was executed with the Eviction Defense Center on February 1, 2018, with an original term ending June 30, 2018.

Performance

Per the original contract, the Eviction Defense Center is compensated \$75,000 annually to serve a minimum of 15 Richmond tenants per month following a referral from a Rent Program staff member. Tenants receive pre-litigation counseling and a review of documents with appropriate legal response and/or full representation in court at their unlawful detainer hearing.

The Eviction Defense Center submits reports on a monthly basis detailing the number of clients served and pertinent data regarding their tenancies and demographics. Full records are maintained at the Eviction Defense Center office for review.

The table below contains a summary of the number of Richmond Tenants served by the Eviction Defense Center during the 2018-19 fiscal year, through May 2019. Between July 2018 and May 2019, the Eviction Defense Center served an average of 55 clients per month, 40 more clients than is currently required in the existing contract.

**Clients Served by the Eviction Defense Center, Fiscal Year 2018-19**

Month	Clients Served		
	New Clients	Continuing Clients	Total Clients Served (Minimum Per Contact is 15)
July 2018	18	35	53
August 2018	24	21	45
September 2018	30	13	43
October 2018	23	19	42
November 2018	17	27	44
December 2018	28	43	71
January 2019	19	39	58
February 2019	18	42	60
March 2019	18	44	62
April 2019	23	41	64
May 2019	18	59	72

Proposed Contract Amendments

Staff members are recommending approval of contract amendments to (1) extend the term of the contract with the Eviction Defense Center to June 30, 2020; (2) modify the Service Plan to note that the Eviction Defense Center shall serve a minimum of 30 Richmond Tenants per month; and (3) increase the payment limit of the contract by \$125,000 in accordance with the Fiscal Year 2019-20 Rent Program budget adopted by the Board and the Eviction Defense Center's 2019-20 Scope of Work Plan and Fee Proposal (Attachment 3).

**DOCUMENTS ATTACHED:**

Attachment 1 – Second Contract Amendment and Amendment History

Attachment 2 – Original Contract

Attachment 3 – Scope of Work Plan and Fee Proposal, 2019-2020

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**CITY OF RICHMOND RENT PROGRAM  
CONTRACT AMENDMENT**

<b>Department:</b> Rent Program	<b>Project Manager:</b> Nicolas Traylor
<b>Project Manager E-mail:</b> nicolas_traylor@ci.richmond.ca.us	<b>Project Manager Phone No:</b> (510) 620-6564
<b>P.R. No:</b> 21800884-00 <b>Vendor No:</b> 13140	<b>P.O./Contract No:</b> 4160
<b>Description of Services:</b> Provide Eviction Defense Services to Richmond Tenants.	
<b>Amendment No. <u>2</u> modifies the: (2<sup>nd</sup> or subsequent amendments attach Amendment History page)</b>	
<input checked="" type="checkbox"/> <b>Term, Payment Limit and Service Plan</b>	<input type="checkbox"/> <b>Payment Limit and Service Plan</b>
<input type="checkbox"/> <b>Term and Service Plan</b>	<input type="checkbox"/> <b>Service Plan</b>

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

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

Company Name: Eviction Defense Center

Street Address: 350 Frank Ogawa Plaza, Suite 703

City, State, Zip Code: Oakland, CA 94612

Contact Person: Anne Tamiko Omura

Telephone: (510) 452-4541

Email: tamiko23@sbcglobal.net

Business License No: 4005-6623 / Expiration Date: February 14, 2020

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

- 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 February 1, 2018, which **original** term commenced on February 1, 2018 and terminates June 30, 2018 with an **original** contract payment limit of \$37,500.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

- 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:

By \_\_\_\_\_

Eviction Defense Center

(\*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 \_\_\_\_\_  
Staff Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Contract Amendment between the City of Richmond and

Eviction Defense Center

Amendment No.

2

P.O./Contract No.

4160

**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

February 1, 2018

\_\_\_\_\_  
(Insert original contract commencement date)

and it terminates

**June 30, 2020**

\_\_\_\_\_  
(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 \$ **200,000.00** . 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 \$ **237,500.00** 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:

The Eviction Defense Center will be compensated \$10,416 per month. With this funding, the EDC will have the full time equivalent of one and a half attorneys dedicated to Richmond cases and Richmond court appearances as well as a part time paralegal/case manager.

With this funding, the EDC will serve a minimum of 30 Richmond tenants every month. The EDC anticipates that approximately 50% of cases will be open ongoing cases that require intensive legal services and the remaining 50% will be new client intakes.

The EDC will continue to submit monthly reports detailing the number of clients served and pertinent data regarding their tenancies and demographics.

Eviction Defense Center

Amendment No.

P.O./Contract No.

2

4160



**AMENDMENT PROVISIONS (AMENDMENT HISTORY)**

The **first** Contract Amendment was approved by the Rent Board or executed by the Executive Director on June 20, 2018 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 \$ 112,500.00.
- Term Amendment (insert new termination date): June 30, 2019
- 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 \$ 112,500.00.
- 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 \$ 112,500.00.
- 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 \$ 112,500.00.
- 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 \$ 112,500.00.
- Term Amendment (insert new termination date): \_\_\_\_\_
- Service Plan

**CITY OF RICHMOND RENT PROGRAM  
CONTRACT AMENDMENT**

<b>Department:</b> Rent Program	<b>Project Manager:</b> Nicolas Traylor
<b>Project Manager E-mail:</b> nicolas_traylor@ci.richmond.ca.us	<b>Project Manager Phone No:</b> (510) 620-6564
<b>P.R. No:</b> 21800884-00 <b>Vendor No:</b> 13140	<b>P.O./Contract No:</b> 4160
<b>Description of Services:</b> Provide Eviction Defense Services to Richmond Tenants.	
<b>Amendment No. 1 modifies the:</b> (2 <sup>nd</sup> or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> <b>Term and Payment Limit</b>	<input type="checkbox"/> <b>Payment Limit and Service Plan</b>
<input type="checkbox"/> <b>Term and Service Plan</b>	<input type="checkbox"/> <b>Service Plan</b>

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

- Parties. The parties to this Contract Amendment are the City of Richmond, California Rent Program (City), and the following named Contractor:

Company Name: Eviction Defense Center

Street Address: 350 Frank Ogawa Plaza, Suite 703

City, State, Zip Code: Oakland, Ca. 94612

Contact Person: Anne Tamiko Omura

Telephone: (510) 452-4541

Email: tamiko23@sbcglobal.net

Business License No: 4005-6623 / Expiration Date: February 14, 2019

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

- 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 February 1, 2018, which original term commenced on February 1, 2018 and terminates June 30, 2018 with an original contract payment limit of \$37,500.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

- 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.

ITEM F-7  
ATTACHMENT 2

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  
Rent Program

CONTRACTOR:

By [Signature] Date: 6-29-18

Title: Executive Director

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

By [Signature] Date: 7/2/18  
Rent Board Clerk

Approved as to form:

By [Signature] Date: 6/29/18  
Staff Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Contract Amendment/EJ/TE 09-26-07

Eviction Defense Center

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

By [Signature] Date: 6/15/19

Title: ANNE OMURA, CEO + CFO

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

By [Signature] Date: 6/15/19

Title: ANNE OMURA

(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.

**ITEM F-7  
ATTACHMENT 2**

Contract Amendment between the City of Richmond and

Eviction Defense Center

Amendment No.

**1**

P.O./Contract No.

**4160**

**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  
February 1, 2018

\_\_\_\_\_  
(Insert original contract commencement date)

and it terminates

**June 30, 2019**

\_\_\_\_\_  
(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 as amended shall not exceed **\$ 112,500.00** 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."

**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: <u>13140</u> PR No: 21800884	P.O./Contract No: <u>4160</u>
Description of Services: Provide Eviction Defense Services to Richmond Tenants.	

1. 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: The Eviction Defense Center

Street Address: 350 Frank Ogawa Plaza, Suite 703

City, State, Zip Code: Oakland, CA 94612

Contact Person: Anne Tamiko Omura

Telephone: 510-452-4541

Email: tamiko23@sbcglobal.net

Business License No: 4005-6623

Expiration Date: 02/14/2019

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 February,01 2018, and it terminates June 30, 2018, unless terminated as provided herein.
3. **Payment Limit.** City's total payments to Contractor under this Contract shall not exceed \$37,500. 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.

**ITEM F-7  
ATTACHMENT 2**

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 Legal Counsel

CONTRACTOR:

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

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

Title: EXECUTIVE DIRECTOR + CFO

Date Signed: 3/20/18

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

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

Title: CFO

Date Signed: 3/20/18

(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

Standard Contract/EJ/TE 9-26-07

**EXHIBIT A  
SERVICE PLAN**

Contractor shall, to the satisfaction of the Executive Director, perform the following services and be compensated as outlined below:

The Eviction Defense Center will have the full-time equivalent of one attorney dedicated to Richmond cases and a part-time paralegal/case manager.

The Eviction Defense Center will be compensated \$6,250 per month, and will submit monthly invoices in accordance with Exhibit B. With this funding, the Eviction Defense Center shall anticipate serving a minimum of 15 Richmond tenants per month following referral from a Rent Program staff member. These tenants will receive pre-litigation counseling and review of documents with appropriate legal response and/or full representation in court at their unlawful detainer hearing.

In determining which tenants qualify for free legal services, the Eviction Defense Center will utilize the HUD guidelines to identify "low income" households in Contra Costa County. The Eviction Defense Center will use a sliding scale based on these income guidelines, as to not deny services to households who do not qualify as "low income."

The Eviction Defense Center will create an intake form to track client data. This form shall include, at a minimum, the client's name, address, contact information, race/ethnicity (optional), date of birth, language or other access to justice issues, monthly income and source, household information, monthly rent, landlord name, security deposit, move-in date, last time rent was paid/accepted, the type of notice the Tenant received, a description of the housing problem, and the client's goals. This form may also be used by Rent Program staff to make a direct referral to the Eviction Defense Center. The form may be faxed to the Eviction Defense Center with a follow-up call or email to confirm receipt.

The Eviction Defense Center will submit monthly reports detailing the number of clients served and pertinent data regarding their tenancies and demographics. These reports shall have client names and addresses redacted to preserve attorney/client privilege, with full records maintained at the Eviction Defense Offices for review if necessary.

Under no circumstances shall the Eviction Defense Center bill for travel time, unless pre-approved by the Executive Director or their designee.

**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, photo copying, 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. Contractor shall submit timely invoices to the following address:  
  
Attention: City of Richmond Finance Department - Accounts Payable  
  
Project Manager: Nicolas Traylor
4. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, Nicolas Traylor, before payments shall be authorized.
5. 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.
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 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:

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

1. **Independent Contractor.** Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer 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,

**ITEM F-7  
ATTACHMENT 2**

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, recordations, 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, recordations 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.

**ITEM F-7  
ATTACHMENT 2**

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 four (4) 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 four (4) 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 four (4) 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 four (4) 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.

**ITEM F-7  
ATTACHMENT 2**

**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

**ITEM F-7**  
**ATTACHMENT 2**

For the Contract between the City of  
Richmond Rent Board and

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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

**ITEM F-7  
ATTACHMENT 2**

For the Contract between the City of  
Richmond Rent Board and

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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 venturer or syndicate member if Contractor is a partnership or joint-venture or syndicate, which shall result in a change of control of

**ITEM F-7**  
**ATTACHMENT 2**

For the Contract between the City of  
Richmond Rent Board and

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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.

**ITEM F-7**  
**ATTACHMENT 2**

For the Contract between the City of  
Richmond Rent Board and

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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 confidentially, including but not limited to, the identity of persons served under this Contract, their records, or services provided them, and assures that:
- All applications and records concerning any individual made or kept by Contractor or any public officer or agency in connection with the administration of or relating to services provided under this Contract will be confidential, and will not be open to examination for any purposes not directly connected with the administration of such service.
- No person will publish or disclose or permit or cause to be published or disclosed, any list of persons receiving services, except as may be required in the administration of such service.
29. **Third Parties.** Nothing herein shall be interpreted as creating any rights or benefits in any third parties. For purposes hereof, transferees or assignees as permitted under this Contract shall not be considered "third parties."
30. **Governing Law.** This Contract shall be construed in accordance with the law of the State of California without regard to principles of conflicts of law. This Contract is made in Contra Costa County, California, and any action relating to this Contract shall be instituted and prosecuted in the courts of Contra Costa County, California.
31. **Nonrenewal.** Contractor understands and agrees that there is no representation, implication, or understanding that the services provided by Contractor under this Contract will be purchased or renewed by the City under a new contract following expiration or termination of this Contract, and waives all rights or claims to notice or hearing respecting any failure by City to continue the purchase of all or any failure to continue purchase of all or any such services from Contractor.
32. **Claims.** Any claim by Contractor against City hereunder shall be subject to Government Code §§ 800 et seq. The claims presentation provisions of said Act are hereby modified such that the presentation of all claims hereunder to the City shall be waived if not made within six months after accrual of the cause of action.
33. **Interpretation.** This Contract shall be interpreted as if drafted by both parties.
34. **Warranty.** In the event that any product shall be provided to the City as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to City; the product shall be delivered to the City free from any security interest or other lien; the product meets any specifications contained herein; the product shall be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of delivery; and the product shall be fit for its intended purpose(s). Notwithstanding the foregoing, consumable and maintenance items (such as light bulbs and batteries) shall be warranted for a period of one hundred and eighty (180) days from the date of delivery. All repairs during the warranty period shall be promptly performed by Contractor, at Contractor's expense, including shipping.

**ITEM F-7**  
**ATTACHMENT 2**

For the Contract between the City of  
Richmond Rent Board and

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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.

**ITEM F-7**  
**ATTACHMENT 2**

For the Contract between the City of  
Richmond Rent Board and

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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.

**ITEM F-7  
ATTACHMENT 2**

For the Contract between the City of  
Richmond Rent Board and

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**EXHIBIT E  
SPECIAL CONDITIONS**

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

**ITEM F-7  
ATTACHMENT 2**

For the Contract between the City of  
Richmond Rent Board and

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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.

Collective Legal Services  
**THE EVICTION DEFENSE CENTER**  
**A Nonprofit Law Corporation**  
350 Frank Ogawa Plaza, Suite 703  
Oakland, CA 94612  
510-452-4541(voice) 510-452-4875(fax)

**SCOPE OF WORK PLAN AND FEE PROPOSAL, 2019-2020**

The EDC is submitting this proposal for the 2019-2020 fiscal year for a total grant amount of \$125,000.00 per year or \$10,416.00/month. With this funding, the EDC will have the full time equivalent of one and a half attorneys dedicated to Richmond cases and Richmond court appearances as well as a part time paralegal/case manager. The amount requested is calculated as follows:

*Full-time Staff Attorney	\$65,000.00
*50% Staff Attorney	\$32,500.00
*50% Paralegal/Case Manager	\$27,500.00
	<u>\$125,000.00</u>

In the 2018-2019 grant year, the EDC requested funding for one full time staff attorney and one 50% time paralegal. With this level of funding, the 2018-2019 work plan anticipated serving 15 Richmond tenants every month. Unfortunately, the EDC grossly underestimated the high demand and need for legal services in Richmond. Within the second month of the grant cycle the EDC was providing services to 32 Richmond tenants. Since that time, the average number of Richmond tenants with open cases receiving services has been over **45** every month, which is three times the number of clients anticipated. In the 2018 calendar year, the EDC made over 100 court appearances for Richmond tenants. To meet the high demand for services, the EDC hired another staff attorney who now dedicates 50% of her time to Richmond cases. The EDC requests that 50% of her salary be covered by the 2019-2020 grant.

With this funding, the EDC anticipates serving a minimum of 30 Richmond tenants every month. The EDC anticipates that approximately 50% of cases will be open ongoing cases that require intensive legal services and the remaining 50% will be new client intakes.

The EDC will continue to submit monthly reports detailing the number of clients served and pertinent data regarding their tenancies and demographics.

**THE NEED FOR SERVICES IN RICHMOND**

The need for legal services for tenants in Richmond is dire. Even with additional staffing, the EDC is frequently forced to turn Richmond tenants away because of capacity issues. The demographic information collected from Richmond tenants tells a catastrophic story of mass gentrification: almost 80% of the clients served are either African American or Latino. Equally as alarming are the statistics that show that approximately one third of the Richmond tenants are elderly or disabled, and one third of the households facing displacement have minor children in the home.

Many landlords, as well as tenants, are unaware of the Richmond Rent Ordinance. Landlords frequently take advantage of vulnerable tenants who do not know their rights by circumventing the ordinance in order to displace them. The EDC has found that judges are frequently either unaware of the ordinance or unwilling to enforce the provisions of the ordinance. The EDC is committed to fighting for enforcement of the ordinance in court and protecting all tenants covered by the ordinance.

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 19, 2019

Final Decision Date Deadline: June 19, 2019

**STATEMENT OF THE ISSUE:** Since March 2019, Bay Area Legal Aid has held weekly Housing Rights Clinics for low income Richmond Tenants and Landlords pursuant to a contract between the Rent Board and Bay Area Legal Aid commencing March 1, 2019, through June 30, 2019. Contract amendments are proposed to extend the term of the contract, add funds for services in Fiscal Year 2019-20 in accordance with the budget adopted by the Rent Board on March 20, 2019, and modify the Service Plan to reflect a full year of services proposed in Fiscal Year 2019-20.

## 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 amendments to the contract for community legal services with Bay Area Legal Aid (1) modifying the Service Plan with respect to the number of participants assisted at legal clinics, provided legal representation, and referred to peer legal services agencies; (2) increasing the contact amount by \$75,000 for Fiscal Year 2019-20, to a total not to exceed \$100,000; and (3) extending the term to June 30, 2020 – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

AGENDA ITEM NO:

**F-8.**

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# AGENDA REPORT

**DATE:** June 19, 2019

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

**FROM:** Nicolas Traylor, Executive Director  
Paige Roosa, Deputy Director

**SUBJECT:** AMENDMENT TO THE CONTRACT WITH BAY AREA LEGAL AID FOR COMMUNITY LEGAL SERVICES

## **STATEMENT OF THE ISSUE:**

Since March 2019, Bay Area Legal Aid has held weekly Housing Rights Clinics for low income Richmond Tenants and Landlords pursuant to a contract between the Rent Board and Bay Area Legal Aid commencing March 1, 2019, through June 30, 2019. Contract amendments are proposed to extend the term of the contract, add funds for services in Fiscal Year 2019-20 in accordance with the budget adopted by the Rent Board on March 20, 2019, and modify the Service Plan to reflect a full year of services proposed in Fiscal Year 2019-20.

## **RECOMMENDED ACTION:**

APPROVE amendments to the contract for community legal services with Bay Area Legal Aid (1) modifying the Service Plan with respect to the number of participants assisted at legal clinics, provided legal representation, and referred to peer legal services agencies; (2) increasing the contact amount by \$75,000 for Fiscal Year 2019-20, to a total not to exceed \$100,000; and (3) extending the term to June 30, 2020 – Rent Program (Nicolas Traylor/Paige Roosa 620-6564).

## **FISCAL IMPACT:**

The proposed contract amendments shall be funded by the Fiscal Year 2019-20 Rent Program budget, adopted by the Rent Board on March 20, 2019. The adopted budget allocates \$200,000 for Community Services Agency Contracts, of which \$75,000 is proposed to be used to increase the payment limit for the Board's existing contract with Bay Area Legal Aid.

**DISCUSSION:**

Background

On November 14, 2018, following termination of the contract between the Rent Board and Centro Legal de la Raza, the Rent Board directed staff to negotiate and execute a contract with a replacement legal service provider. In accordance with the City's procurement process, on November 19, 2018, the Rent Program issued a Request for Proposals for Legal Services. The Rent Program received one proposal from a prospective service provider, Bay Area Legal Aid. Bay Area Legal Aid's Proposal was evaluated by a review committee based on the criteria articulated in the Request for Proposals for Legal Services, and a contract was executed with Bay Area Legal Aid on March 1, 2019, with an original term ending June 30, 2019.

Performance

The contract with Bay Area Legal Aid includes a Service Plan comprised of three major components<sup>1</sup>:

1. **Activity #1 – Legal Clinic:** The creation and operation of a Legal Clinic in the City of Richmond to provide legal information and assistance regarding housing related legal issues that implicate the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance (hereinafter, "Rent Ordinance") and accompanying Rules and Regulations. The Legal Clinic is designed to serve any Richmond Resident regardless of immigration status. Legal information and assistance includes, but is not limited to, the following issues: evictions, habitability, utilities, security deposits, reasonable accommodations, and other landlord/tenant concerns. Additionally, the Legal Clinic will assist eligible participants in drafting letters and other documents that implicate rights and obligations under the Rent Ordinance and accompanying Regulations. Finally, Bay Area Legal Aid appointed a supervising attorney to administer the Legal Clinic and ensure that each Legal Clinic is staffed by at least three (3) staff members.

The current contract indicates that Bay Area Legal Aid will provide 17 legal clinics and assist 64 eligible unduplicated participants. Between March and May 2019, Bay Area Legal Aid held 11 Housing Rights Clinics, at which they served 59 participants. It is anticipated that Bay Area Legal Aid will meet this anticipated service goal by the close of the fiscal year.

2. **Activity #2 – Supplemental Legal Clinic Services:** In addition to the Legal Clinic, Bay Area Legal Aid provides weekly intake sessions for households requiring more in-depth assessments and follow-up that they may not otherwise receive through the Legal Clinic. These services provide for more enhanced

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<sup>1</sup> The following is not a comprehensive list and the reader should look to Attachment 1 for BayArea Legal Aid's full description of services.

legal consultations that include more in-depth investigation and/or direct counsel intervention. This may include the filing of an administrative petition or submitting pertinent legal documents on behalf of an eligible client, and where feasible, extended legal representation in forums that includes, but is not limited to, mediation, negotiation, administrative hearings, trial, and/or affirmative litigation.

The current contract indicates that Bay Area Legal Aid will provide legal representation related to enforcement of the Rent Ordinance to at least seven unduplicated participants. Between March and May 2019, Bay Area Legal Aid has provided legal representation related to enforcement of the Rent Ordinance to 12 eligible, unduplicated participants, effectively satisfying this service goal.

3. **Activity #3 – Referrals to Peer Legal Services Organizations:** Bay Area Legal Aid has developed and implemented a referral system whereby the Contractor coordinates with other housing legal service providers, other departments/services within the Contractor's organization, and/or legal services organizations to supplement legal services that otherwise cannot be adequately provided under the Contract, with the goal of providing adequate wrap-around support to eligible participants.

The current contract indicates that Bay Area Legal Aid will provide 12 legal referrals to peer service providers, institutional internal services, and/or legal services organizations. Between March and May 2019, Bay Area Legal Aid has provided eight referrals. It is anticipated that Bay Area Legal Aid will meet this anticipated service goal by the close of the fiscal year.

#### Proposed Contract Amendments

Staff members are recommending approval of contract amendments to (1) extend the term of the contract with Bay Area Legal Aid to June 30, 2020; (2) increase the payment limit of the contract to \$100,000; and (3) modify the Service Plan as follows (to account for the year-long duration of the contract):

- **Activity #1 – Legal Clinic:** During the duration of Fiscal Year 2019-20, Contractor shall conduct at least one legal clinic per week for a total of at least 47 legal clinics. Additionally, within these legal clinics, Contractor shall, at a minimum, provide 157 eligible unduplicated participants with legal information and assistance.
- **Activity #2 – Supplemental Legal Clinic Services:** During the duration of Fiscal Year 2019-20, Contractor shall, at a minimum, provide 21 eligible unduplicated participants with legal representation related to enforcement of the Rent Ordinance.

## ITEM F-8

- **Activity #3 – Referrals to Peer Legal Services Organizations:** During the duration of Fiscal Year 2019-20, Contractor shall, at a minimum, provide 36 legal referrals to peer legal service providers, institutional internal services, and/or legal services organizations.

### DOCUMENTS ATTACHED:

Attachment 1 – Contract Amendment

Attachment 2 –Original Contract

**CITY OF RICHMOND RENT PROGRAM  
CONTRACT AMENDMENT**

<b>Department:</b> Rent Program	<b>Project Manager:</b> Nicolas Traylor
<b>Project Manager E-mail:</b> nicolas_traylor@ci.richmond.ca.us	<b>Project Manager Phone No:</b> (510) 620-6564
<b>P.R. No:</b>	<b>Vendor No:</b> 1571
<b>P.O./Contract No:</b> 4689	
<b>Description of Services:</b> Provide legal advice and advocacy to qualifying Low Income Richmond Residents for housing-related issues in connection with the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and related policies.	
<b>Amendment No. 1 modifies the: (2<sup>nd</sup> or subsequent amendments attach Amendment History page)</b>	
<input checked="" type="checkbox"/> <b>Term, Payment Limit and Service Plan</b>	<input type="checkbox"/> <b>Payment Limit and Service Plan</b>
<input type="checkbox"/> <b>Term and Service Plan</b>	<input type="checkbox"/> <b>Service Plan</b>

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

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

Company Name: Bay Area Legal Aid  
 Street Address: 1025 Macdonald Avenue  
 City, State, Zip Code: Richmond, CA 94801  
 Contact Person: Adam Poe, Managing Attorney  
 Telephone: (510) 233-9954 Email: apoe@baylegal.org  
 Business License No: 40008976 / Expiration Date: December 31, 2019

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

- 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 February 20, 2019, which **original** term commenced on March 1, 2019 and terminates June 30, 2019 with an **original** contract payment limit of \$25,000.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

- 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:

By \_\_\_\_\_

Bav Area Legal Aid

(\*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 \_\_\_\_\_  
Staff Attorney

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

Contract Amendment between the City of Richmond and

Bay Area Legal Aid

Amendment No.

1

P.O./Contract No.

4689

**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

March 1, 2019

\_\_\_\_\_  
(Insert original contract commencement date)

and it terminates

**June 30, 2020**

\_\_\_\_\_  
(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 \$ **100,000.00** 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:

Activity #1 - Legal Clinic

During the duration of FY 2019-20, Contractor shall conduct at least one legal clinic per week for a total of at least 47 legal clinics. Additionally, within these legal clinics Contractor shall, at a minimum, provide 157 eligible unduplicated participants with legal information and assistance.

Activity #2 - Supplemental Legal Clinic Services

During the duration of FY 2019-20, Contractor shall, at a minimum, provide 21 eligible unduplicated participants with legal representation related to enforcement of the Richmond Rent Ordinance.

Activity #3 - Referrals to Peer Legal Services Organizations

During the duration of FY 2019-20, Contractor shall, at a minimum, provide for 36 legal referrals to peer legal service providers, institutional internal services, and/or legal services organizations.

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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: 1571      PR No:	P.O./Contract No: 4689
Description of Services: Provide legal advice and advocacy to qualifying Low Income Richmond Residents for housing related issues in connection with the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and other applicable Rent Board resolution, regulation, rules, and/or policies.	

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 "RENT BOARD") and the following named Contractor:

Company Name: Bay Area Legal Aid

Street Address: 1025 Macdonald Avenue

City, State, Zip Code: Richmond, CA 94801

Contact Person: Adam Poe, Managing Attorney

Telephone: (510) 233-9954 ext. 2616      Email: apoe@baylegal.org

Business License No: 4000-8976      Expiration Date: 12-31-19

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

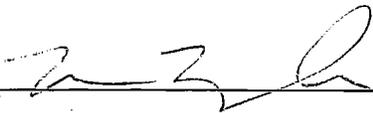
2. **Term.** The effective date of this Contract is March 1, 2019, and it terminates June 30, 2019, unless terminated as provided herein.
3. **Payment Limit.** RENT BOARD's total payments to Contractor under this Contract shall not exceed \$25,000. RENT BOARD shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the RENT BOARD or Executive Director of the Richmond Rent Program.
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

ITEM F-8  
ATTACHMENT 2

incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

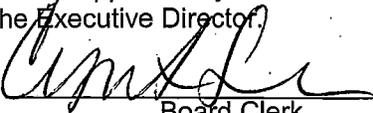
- 6. Authorized Representatives and Notices. This Contract is subject to the Authorized Representatives and Notices Provisions (Exhibit C) which are attached hereto and are incorporated herein by reference.
- 7. General Conditions. This Contract is subject to the General Conditions (Exhibit D) which 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

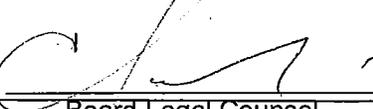
  
\_\_\_\_\_

Title: Executive Director

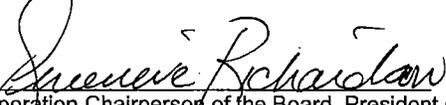
I hereby certify that this Contract has been approved by the Rent Board or the Executive Director.

By:   
\_\_\_\_\_ Board Clerk

Approved as to form:

By:   
\_\_\_\_\_ Board Legal Counsel

CONTRACTOR:

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

By: Genevieve Richardson  
Title: President and Executive Director

Date Signed: 2/27/19

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

By:   
\_\_\_\_\_ Title: Chief financial Officer

Date Signed: 2/27/2019

(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

1. **Scope of Services:** For purposes of this Service plan an eligible participant shall mean a Low-Income (as defined by HUD guidelines for Contra-Costa County) Richmond Resident who meets the Contractor's service criteria. 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: **Legal Clinic**

Create and Operate a Legal Clinic in the City of Richmond to provide legal information and assistance regarding housing related legal issues that implicate the Fair Rent, Just Cause, and Homeowner Protection Ordinance (hereinafter, "Rent Ordinance") and accompanying Rules and Regulations. Legal information and assistance will include, but is not limited to, the following issues: evictions, habitability, utilities, security deposits, reasonable accommodations, and other landlord/tenant concerns. Additionally, the Legal Clinic will assist eligible participants in drafting letters and other documents that implicate rights and obligations under the Rent Ordinance and accompanying Regulations. Finally, Contractor shall appoint a supervising attorney to administer the Legal Clinic and ensure that each Legal Clinic is staffed by at least three (3) staff members.

Activity No. 2: **Supplemental Legal Clinic Services**

Contractor will provide weekly intake sessions for households requiring more in-depth assessments and follow-up that they may not otherwise receive through the Legal Clinic. These services will provide for more enhanced legal consultations that include more in-depth investigation and/or direct counsel intervention. This may include the filing of an administrative petition or submitting pertinent legal documents on behalf of an eligible client, and where feasible, extended legal representation in forums that include, but are not limited to, mediation, negotiation, administrative hearings, trial, and/or affirmative litigation.

Activity No. 3: **Referrals to Peer Legal Services Organizations**

Develop and implement a referral system whereby Contractor coordinates with other housing legal service providers, other departments/services within Contractor's organization, and/or legal services organizations to supplement legal services that otherwise cannot be adequately provided under this Contract, with the goal of providing adequate wrap-around support to eligible participants.

2. **Goals:** Contractor agrees to adhere to the following descriptions of goals. Where applicable, the goals of this service plan shall be measured by the participation of unduplicated participants. An unduplicated participant shall mean an eligible participant who has received no more than one direct service during a given month on the same issue. An eligible participant may be counted as more than one unduplicated participant where that participant has received services on an issue unrelated to the original issue of the initial service.

Activity No. 1: Legal Clinic

During the duration of fiscal year 2018-2019, Contractor shall conduct at least one legal clinic per week for a total of at least 17 legal clinics. Additionally, within these legal clinics Contractor shall, at a minimum, provide sixty-four (64) eligible unduplicated participants with legal information and assistance.

Activity No. 2: Supplemental Legal Clinic Services

During the duration of fiscal year 2018-2019, Contractor shall, at a minimum, provide seven (7) eligible unduplicated participants with legal representation related to the enforcement of the Richmond Rent Ordinance.

Activity No. 3: Referrals to Peer Legal Services Organizations

During the duration of fiscal year 2018-2019, Contractor shall, at a minimum, provide for twelve (12) legal referrals to peer legal service providers, institutional internal services, and/or legal services organizations.

3. **Measurement:** To measure the success of this service plan, Contractor will track the following:
  - a. The number of participants (which includes unduplicated and duplicated participants) served during the duration of this Contract.
  - b. The categories of encountered legal issues and the outcomes or resolutions of those legal issues.
  - c. The categories of services provided including, but not limited to, drafting/assisting in responding to unlawful detainers, drafting/assisting in writing letters to landlords/tenants regarding habitability, reasonable accommodations, etc., drafting/assisting in completing administrative petitions, referrals, providing legal representation in negotiations, mediations, administrative hearings, trials and providing other types of brief legal services and advice.
4. **Outcomes:** Successful outcomes of this service plan shall be measured in three ways:
  - a. Contractor shall conduct participant surveys which measure satisfaction of services on a scale of one through five (1-5). Contractor must maintain an average score of three (3) to have been considered successful under this service plan.
  - b. Contractor shall obtain a favorable outcome in eighty percent (80%) of legal representation. For the purposes of this subsection, a favorable outcome means that Contractor helped legally represented clients exercise their legal rights by successfully preventing eviction or preserving housing.
  - c. Contractor shall obtain a favorable outcome in seventy-five (75%) of all participants served in the Legal Clinic. As used herein, a favorable outcome shall be measured by participants identified increased understanding of the Court or Rent Program process and their legal rights. Such measurement may be obtained through surveys or other acceptable common industry means.

**ITEM F-8**  
**ATTACHMENT 2**

5. **Intake Forms:** Contractor shall create an intake form to track eligible participant data. This form shall include, at a minimum, the client's name, address, contact information, race/ethnicity (optional), date of birth, language or other access to justice issues, monthly income and source, household information, monthly rent, landlord name, security deposit, move-in date, last time rent was paid/accepted, the type of notice the Tenant received, a description of the housing problem, and the client's goals. This form may also be used by Rent Program staff to make a direct referral to Contractor. The form may be faxed to Contractor with a follow-up call or email to confirm receipt. RENT BOARD agrees that these intakes and all eligible participant-related documents and information shall be subject to and protected by California's Attorney-Client Privilege and Attorney-Client Confidentiality. In the event RENT BOARD would like to review the client-related documents and/or obtain information related to clients served pursuant to this Contract, Contractor must be permitted sufficient time to comply with its duty to maintain attorney/client privilege and client confidentiality by either redacting the documents or obtain written authorization from the client to permit RENT BOARD to review the file. Furthermore, RENT BOARD agrees that a direct referral from the RENT BOARD does not impose any additional obligations upon Contractor for the provision of services.
  
6. **Reports:** Contractor shall submit monthly reports detailing the number of eligible participants served and pertinent data regarding their tenancies and demographics, as described in paragraphs one through four (1-4). 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.

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 \$6,250 per month, and will submit monthly invoices in accordance with the procedures as provided below.
2. Under no circumstances shall Contractor bill for travel time, unless pre-approved by the Executive Director of the Richmond Rent Program or their designee.
3. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals, etc.) 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.
4. Contractor shall submit timely invoices to the following address:  
  
Attention: City of Richmond Finance Department - Accounts Payable  
Project Manager: Nicolas Traylor  
P.O. Box 4046  
Richmond, CA 94804
5. All invoices that are submitted by Contractor shall be subject to the approval of the Executive Director, Nicolas Traylor, before payments shall be authorized.
6. The RENT BOARD will pay invoice(s) within 45 days after completion of services to the RENT BOARD satisfaction. The RENT BOARD 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 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 of the Richmond Rent Program, as delineated below in section 1.1, who is 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:

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:

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EXHIBIT D  
GENERAL CONDITIONS

1. Independent Contractor. Contractor acknowledges, represents and warrants that Contractor is not a regular or temporary employee, joint venturer or partner of the RENT BOARD, 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 RENT BOARD to any obligation or to act as RENT BOARD'S agent except as expressly provided herein. Due to the independent Contractor relationship created by this Contract, RENT BOARD 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 RENT BOARD within a reasonable time, shall be deemed assigned to RENT BOARD. If applicable, Contractor shall prepare check prints upon request. Notwithstanding the foregoing, Contractor shall not be obligated to provide to RENT BOARD 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 RENT BOARD 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 Executive Director of the Richmond Rent Program. If anything resulting from activities supported by this Contract is patentable, trademarkable, copyrightable or otherwise legally protectable, RENT BOARD reserves the exclusive right to seek such intellectual property rights. Notwithstanding the foregoing, Contractor may, after receiving RENT BOARD's prior written consent, seek patent, trademark, copyright or other intellectual property rights on anything resulting from activities supported by this Contract. However, RENT BOARD 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. This paragraph shall not apply to any Know Your Rights materials and/or attorney-work product resulting from this Contract. Contractor further agrees to assist RENT BOARD, not at RENT BOARD's expense, in every proper way to secure the RENT BOARD's in any patents, trademarks, copyrights or other intellectual property rights relating thereto, including the disclosure to RENT BOARD of all pertinent information and data with respect thereto. Contractor shall also assist RENT BOARD in the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which RENT

## ITEM F-8 ATTACHMENT 2

BOARD 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 RENT BOARD in the execution of all applications, specifications, oaths, assignments, recordations and all other instruments which RENT BOARD shall deem necessary in order to assign and convey to RENT BOARD, 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 RENT BOARD, 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 RENT BOARD, the State of California, and the United States Government. If the project or services set forth in Exhibit A shall be performed on RENT BOARD or other public property, RENT BOARD shall have the right to inspect such work without notice. If such project or services shall not be performed on RENT BOARD or other public property, RENT BOARD shall have the right to inspect such work upon reasonable notice, subject to Bay Area Legal Aid's duty to maintain attorney/client privilege and client confidentiality.
6. Services. The project or services set forth in Exhibit A shall be performed to the full satisfaction and approval of RENT BOARD. In the event that the project or services set forth in Exhibit A are also itemized by price, RENT BOARD, 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 RENT BOARD, 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 RENT BOARD, subject to Contractor's duty to maintain attorney/client privilege and client confidentiality.

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 RENT BOARD, the State of California, and the United States Government, subject to Contractor's duty to maintain attorney/client privilege and client confidentiality.

## ITEM F-8 ATTACHMENT 2

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 RENT BOARD. 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 RENT BOARD 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 RENT BOARD 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 RENT BOARD access to the record keeping and accounting personnel of Contractor:

RENT BOARD 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 RENT BOARD or Executive Director of the Richmond Rent Program, may authorize extra and/or changed work. Contractor expressly recognizes that other City of Richmond 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 RENT BOARD or the Executive Director of the Richmond Rent Program of the fact. The RENT BOARD or the Executive Director of the Richmond Rent Program 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 RENT BOARD or the Executive Director of the Richmond Rent Program determines that such work does constitute extra work, RENT BOARD shall provide extra compensation to Contractor on a fair and equitable basis. A

**ITEM F-8**  
**ATTACHMENT 2**

change order or Contract Amendment providing for such compensation for extra work shall be negotiated between RENT BOARD and Contractor and executed by Contractor and the Executive Director of the Richmond Rent Program.

In the event RENT BOARD or the Executive Director of the Richmond Rent Program 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 the Executive Director of the Richmond Rent Program staff, said determination may be appealed to the RENT BOARD; provided, however, a written appeal must be submitted to the Executive Director of the Richmond Rent Program within five (5) days after the 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 RENT BOARD'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. RENT BOARD 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 RENT BOARD, 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 RENT BOARD.
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 RENT BOARD; provided, however, that RENT BOARD 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, RENT BOARD and or Executive Director of the Richmond Rent Program 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 RENT BOARD. 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 RENT BOARD in accordance with the

**ITEM F-8**  
**ATTACHMENT 2**

percentage of the project or services completed by Contractor; and all of Contractor's finished or unfinished work product through the time of the RENT BOARD's last payment shall be transferred and assigned to RENT BOARD. Additionally, in the event of such termination, the RENT BOARD 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, RENT BOARD or Executive Director of the Richmond Rent Program 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 RENT BOARD by virtue of Contractor's breach of this Contract. Additionally, in the event of such termination, the RENT BOARD 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 RENT BOARD 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 RENT BOARD 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 RENT BOARD, 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 RENT BOARD. To the fullest extent permitted by law, Contractor shall immediately defend and indemnify the RENT BOARD 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 RENT BOARD, its officers, agents, employees and volunteers from any and all claims, suits,

## ITEM F-8 ATTACHMENT 2

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 RENT BOARD, 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 RENT BOARD, the RENT BOARD 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 RENT BOARD 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 RENT BOARD 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 Rent Board. No official or employee of the RENT BOARD 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

## ITEM F-8 ATTACHMENT 2

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 RENT BOARD 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 RENT BOARD 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 RENT BOARD's Drug Free Workplace Policy, Violence in the Workplace Policy and the Policy Against Workplace Harassment, are available on the RENT BOARD'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 RENT BOARD 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 RENT BOARD, which approval may be withheld in RENT BOARD's sole and absolute discretion. In the event that RENT BOARD, in writing, approves any assignment or subletting of this Contract or the retention of subcontractors by Contractor, Contractor shall provide to RENT BOARD 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 RENT BOARD'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 venturer 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 RENT BOARD may be used to assist in the interpretation of the Exhibits to this Contract.

## ITEM F-8 ATTACHMENT 2

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 Executive Director of the Richmond Rent Program or designated Staff 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 RENT BOARD shall prevail over those prepared by the Contractor, and the terms and conditions preferred by the RENT BOARD 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 RENT BOARD 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 RENT BOARD, 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 RENT BOARD agree that any time period set forth in Exhibit A represents their best estimates with respect to completion dates and both Contractor and RENT BOARD acknowledge that departures from the schedule may occur. Therefore, both Contractor and RENT BOARD 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.

## ITEM F-8 ATTACHMENT 2

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 RENT BOARD 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 RENT BOARD 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 RENT BOARD 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 RENT BOARD 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 RENT BOARD as part of this Contract, Contractor warrants as follows: Contractor possesses good title to the product and the right to transfer the product to RENT BOARD; the product shall be delivered to the RENT BOARD 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, RENT BOARD and Contractor shall negotiate an equitable adjustment in the provisions of the Contract with a view toward effectuating 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. RENT BOARD warrants and represents that the signatory hereto (the Executive Director of the Richmond Rent Board) is duly authorized to enter into and execute this

## ITEM F-8 ATTACHMENT 2

Contract on behalf of RENT BOARD. 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 RENT BOARD if he or she is not duly authorized to enter into and execute this Contract on behalf of Contractor.

37. Waiver. The waiver by RENT BOARD 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 RENT BOARD 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 RENT BOARD 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 RENT BOARD may have, Contractor shall, at its own expense, correct any services which fail to meet the above standard.

RENT BOARD 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 RENT BOARD and the cost thereof shall be charged to Contractor.

If warranted, RENT BOARD shall determine, and Contractor may request such determination, that Contractor has satisfactorily completed performance of this Contract. Upon such determination, RENT BOARD 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 RENT BOARD 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.

**City of Richmond - Insurance Requirements:  
Professional Services Contractors**

In all instances where CONTRACTOR or its representatives will provide professional services to the City of Richmond (City), the City requires the following MINIMUM insurance requirements and limits.

CONTRACTOR shall procure and maintain for the duration of the contract, agreement, or other order for work, services or supplies, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

**Minimum coverage is detailed below. Original, signed certificates and original, separate policy endorsements, shall be received and approved by the City before any work may begin.**

**Minimum Scope of Insurance** – the following coverage shall be provided and coverage shall be at least as broad as the following:

1. Workers' Compensation Insurance as required by the State of California and Employer's Liability
2. Professional Liability or Errors & Omissions Liability insurance appropriate to the CONTRACTOR's profession
3. Insurance Services Office Commercial General Liability coverage (ISO Occurrence Form CG 0001)
4. Insurance Services Office Automobile Liability coverage (ISO Form CA 0001, Code 1, Any Auto)

Required Coverage	Minimum Limits
Workers' Compensation	<b>Statutory.</b> If CONTRACTOR is self-insured, provide a certificate of Permission to Self-Insure, signed by the Department of Industrial Relations and Self-Insurance, Sacramento, California.
Employers' Liability	<b>\$1,000,000</b> per accident, per employee for bodily injury or disease
General Liability <i>(primary and excess limits combined)</i>	<b>\$2,000,000</b> per occurrence for bodily injury and property damage. Includes coverage for bodily injury, personal injury and property damage. If the policy includes a general aggregate, either the general aggregate shall apply separately to this project, service or location or the minimum required aggregate limit shall be twice the per occurrence limit. Policy shall also include coverage for liability arising out of the use and operation of any City-owned or City-furnished equipment used or operated by the CONTRACTOR, its personnel, agents or subcontractors. <b>Policy shall be endorsed to name the City of Richmond as an additional insured per the conditions detailed below.</b>
Automobile Liability	<b>\$1,000,000</b> per occurrence for bodily injury and property damage. <b>Policy shall be endorsed to name the City of Richmond as an additional insured per the language detailed below.</b>
Professional Liability or Errors & Omissions Liability	<b>\$1,000,000</b> per occurrence with a <b>\$2,000,000</b> aggregate for bodily injury and property damage. <b>Architects and Engineers coverage shall be endorsed to include contractual liability.</b>

Required Policy Conditions	
A. M. Best Rating	A:VII or Better
Admitted Carrier	Policies must be with carriers admitted to do business in California.
Waiver of Subrogation endorsement	Contractor's insurer will provide a Waiver of Subrogation in favor of the City for each required policy providing coverage during the life of this contract. <b>SAMPLE Endorsements attached.</b>
Additional Insured Endorsement	Liability insurance coverages, except Professional Liability, Errors and Omissions, or Workers' Compensation, if included, required for performance of the Contract shall include the City of Richmond, its officers, officials, employees, agents and volunteers as Additional Insureds but only with respect to the CONTRACTOR's activities to be performed under this Contract. <b>ISO form CG 1020 (11/85) or its equivalent is required. If the Contractor is supplying their product or providing a service then the endorsement must not exclude products and completed operations</b>

**City of Richmond - Insurance Requirements:  
Professional Services Contractors**

	<i>coverage. If it does, then CG 20 37 (10/01) is also required. SAMPLE Endorsements are attached.</i>
Primary and Noncontributory Endorsement	The CONTRACTOR's insurance coverage must be primary coverage as it pertains to the City, its officers, officials, employees, agents and volunteers. Any insurance or self insurance maintained by the City is wholly separate from the insurance of the contractor and in no way relieves the CONTRACTOR from its responsibility to provide insurance.
Deductibles and Self-Insured Retentions	Any deductible or self-insured retention must be declared to and approved by the City. At the option of the City either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City or the CONTRACTOR shall procure a financial guarantee in an amount equal to the deductible or self-insured retention guaranteeing payment of losses and related investigations, claims administration and defense expenses.

**Subcontractors**

CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish to the City for review and approval, separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

**Verification of Coverage**

All original certificates and endorsements shall be received and approved by the City before work may begin. The City of Richmond reserves the right to require complete, certified copies of all required insurance policies including endorsements affecting the coverage at any time.

Original insurance certificates and required policy endorsements shall be mailed or delivered to the Designated Project Manager, 1401 Marina Way South, Richmond, CA 94804.

Insurance certificates and endorsements may be faxed to (510) 620-6811. However, original certificates and endorsements mailed to the above address must follow any faxed certificates or endorsements.

**Continuous Coverage**

CONTRACTOR shall maintain the required insurance for the life of the contract. Should the CONTRACTOR cease to have insurance as required during this time, all work by the CONTRACTOR pursuant to this agreement shall cease until insurance acceptable to the City is provided. In the event that CONTRACTOR fails to comply with the City's insurance requirements, the City may take such action as it deems necessary to protect the City's interests. Such action may include but is not limited to termination of the contract, withholding of payments, or other actions as the City deems appropriate.

If services or the scope of work extend beyond the expiration dates of the required insurance policies initially approved by the City, CONTRACTOR must provide updated certificates and endorsements indicating that the required coverage, terms and conditions are still in place. Renewal certificates and updated endorsements shall be mailed to the address noted above.

**Consistent with Public Policy**

The insuring provisions, insofar as they may be judged to be against public policy shall be void and unenforceable only to the minimum extent necessary so that the remaining terms and provisions herein may be consistent with public policy and thus enforceable.

<b>City of Richmond - Insurance Requirements: Professional Services Contractors</b>
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<b>ACORD™</b>	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	DATE (MM/DD/YY)
PRODUCER	THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	<b>INSURERS AFFORDING COVERAGE</b>	
INSURED	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXPENSE (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$								
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY-EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$								
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$								
	<b>WORKERS' COMPENSATION AND EMPLOYERS LIABILITY</b>				<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; text-align:center;">WC STATUTORY LIMITS</td> <td style="width:50%; text-align:center;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER												
E.L. EACH ACCIDENT	\$												
E.L. DISEASE - EA EMPLOYEE	\$												
E.L. DISEASE - POLICY LIMIT	\$												
	<b>OTHER</b>												

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
		AUTHORIZED REPRESENTATIVE

**City of Richmond - Insurance Requirements:  
Professional Services Contractors**

**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**City of Richmond - Insurance Requirements:  
Professional Services Contractors**

**SAMPLE Endorsements  
Preferred form**

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER: COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED—OWNERS, LESSEES OR  
CONTRACTORS (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

**City of Richmond - Insurance Requirements:  
Professional Services Contractors**

**SAMPLE Endorsements**

**Acceptable form when combined with CG 20 37 10 01**

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERICAL GENERAL LIABILITY  
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LIMITS OF INSURANCE (DESIGNATED PROJECT OR PREMISES)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Project Or Premises:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of your ongoing operations performed for the insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

1. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than contractor or subcontractor engaged in performing operations for a principal as part of the same project.

CG 20 10 10 01

ISO Properties, Inc., 2000

Page 1 of 1

**City of Richmond - Insurance Requirements:  
Professional Services Contractors**

**SAMPLE Endorsements**  
**Acceptable form when combined with CG 20 10 10 01**  
**Reproduction of Insurance Services Office, Inc. Form**

POLICY NUMBER:

COMMERICAL GENERAL LIABILITY  
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Location And Description of Completed Operations:

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

*Section II – WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule but only with respect to liability arising out of “your work” at the location designated and described in the Schedule of this endorsement performed for that insured and included in the “products-completed operations hazard.”*

CG 20 37 10 01

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Page 1 of 1

**City of Richmond - Insurance Requirements:  
Professional Services Contractors**

**SAMPLE Endorsement  
Waiver of Subrogation – Workers' Compensation**

Reproduction of State Compensation  
Insurance Fund Form

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 807, SAN FRANCISCO, CALIFORNIA 94101

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

POLICY NUMBER:  
CERTIFICATE EXPIRES:

[  
|  
  
|  
]

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days' written notice to the employer.

We will give you 30 days' advance notice should this policy be canceled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policies listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

PRESIDENT

(Note: following text is typewritten addition to printed form)

THE STATE COMPENSATION INSURANCE FUND WAIVES ANY RIGHT OF SUBROGATION ENDORSEMENT #2570. AGAINST (ENTITY) \_\_\_\_\_, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS BY REASON OF ANY PAYMENT UNDER THIS POLICY.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE IS ATTACHED TO AND FORMS A PART OF THIS POLICY. ADDITIONAL INSURED EMPLOYER: \_\_\_\_\_

ENDORSEMENT #2065 ENTITLED 30 DAY CANCELLATION NOTICE EFFECTIVE IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

LIABILITY OF THE STATE COMPENSATION INSURANCE FUND IS LIMITED TO \_\_\_\_\_ FOR ALL DAMAGES FOR ONE OR MORE CLAIMS RESULTING FROM EACH ACCIDENT OF OCCURRENCE ARISING OUT OF ANY ONE EVENT.

EMPLOYER

**City of Richmond - Insurance Requirements:  
Professional Services Contractors**

**SAMPLE Endorsement  
Waiver of Subrogation - Liability**

Reproduction of Insurance Services Office, Inc. Form

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
OCP LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 19, 2019

Final Decision Date Deadline: June 19, 2019

**STATEMENT OF THE ISSUE:** In August 2018, the Rent Program's Hearings Unit began processing and hearing petitions in accordance with Chapter 8 of the Rent Board Regulations. To date, the Hearings Unit has processed and heard a total of sixty-three (63) Landlord/Tenant petitions. While administering the provisions of Rent Board Regulation Chapter 8, staff members have ascertained particular nuances in the process that would benefit from clarification. Specifically, staff members have identified three areas where clarity is necessary: (1) length of time the Record can remain open after a hearing, and when it must be closed; (2) when the Executive Director or assigned designee may treat an appeal as a request for reconsideration; and (3) the Standard of Review on appeal.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** AMEND Chapter 8 of the Rent Board Regulations to: (1) amend Regulation 835 to create parameters guiding both how the Record is to remain open and when the Record must be closed; (2) add Regulation 841.5 to articulate the Standard of Review on appeal; and (3) amend Regulation 842 to allow the Executive Director or assigned designee to treat appeals as requests for reconsideration where there is a clear misapplication of the law, the law has changed, there is a problem with the Record, or any other matter where reconsideration would be appropriate considering administrative efficacy. This amendment would also clarify that the Executive Director or assigned designee is the individual who grants a request for reconsideration and not the Hearing Examiner– Rent Program (Nicolas Traylor/Charles Oshinuga 620-6564).

AGENDA ITEM NO:  
**G-1.**

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# AGENDA REPORT

**DATE:** June 19, 2019

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

**FROM:** Nicolas Traylor, Executive Director  
Charles Oshinuga, Staff Attorney

**SUBJECT:** PROPOSED AMENDMENTS TO CHAPTER 8 OF THE RICHMOND RENT BOARD REGULATIONS CONCERNING THE RECORD ON HEARING AND THE APPEALS PROCESS

## **STATEMENT OF THE ISSUE:**

In August 2018, the Rent Program's Hearings Unit began processing and hearing petitions in accordance with Chapter 8 of the Rent Board Regulations. To date, the Hearings Unit has processed and heard a total of sixty-three (63) Landlord/Tenant petitions. While administering the provisions of Rent Board Regulation Chapter 8, staff members have ascertained particular nuances in the process that would benefit from clarification. Specifically, staff members have identified three areas where clarity is necessary: (1) length of time the Record can remain open after a hearing, and when it must be closed; (2) when the Executive Director or assigned designee may treat an appeal as a request for reconsideration; and (3) the Standard of Review on appeal.

## **RECOMMENDED ACTION:**

AMEND Chapter 8 of the Rent Board Regulations to: (1) amend Regulation 835 to create parameters guiding both how the Record is to remain open and when the Record must be closed; (2) add Regulation 841.5 to articulate the Standard of Review on appeal; and (3) amend Regulation 842 to allow the Executive Director or assigned designee to treat appeals as requests for reconsideration where there is a clear misapplication of the law, the law has changed, there is a problem with the Record, or any other matter where reconsideration would be appropriate considering administrative efficacy. This amendment would also clarify that the Executive Director or assigned designee is the individual who grants a request for reconsideration and not the Hearing Examiner– Rent Program (Nicolas Traylor/Charles Oshinuga 620-6564).

## **FISCAL IMPACT:**

There is no fiscal impact related to this item.

**DISCUSSION:**

Background

On January 24, 2018, the Rent Board adopted Chapter 8 of the Regulations, titled “Petition Process and Hearing Procedures.” This Chapter establishes substantive and procedural rules whereby a Landlord/Tenant may file a petition on various claims. After passing these series of Regulations in January 2018, staff members worked vigorously to acquire adequate staffing and institutional knowledge to properly implement the provisions of Chapter 8 of the Regulations. In August 2018, the Rent Program officially began processing petitions for hearings. To date, the Rent Program has processed and heard 63 Landlord/Tenant petitions and seven appeals. In the course of their work, staff members have identified three areas in Chapter 8 that would benefit from additional clarification: Record of Hearing, Standard of Review on Appeal, and appeals that may be treated as request for reconsideration.

Proposed Amendments to Clarify When the Record Must be Closed and if Necessary, How to Keep the Record Open

Prior to a hearing, parties must submit documentary evidence that they intend to introduce during the hearing. Often times, parties bring additional evidence into the hearing and assuming procedural protections are satisfied, the evidence is admitted. As is often the case with lay-persons, unrepresented parties forget to bring necessary evidence to establish their case or the hearing itself reveals a factual dispute integral to the case, which can only be resolved by additional evidence that is unavailable at the hearing. In those instances, the Hearing Examiner may exercise their discretion to allow for additional evidence to be submitted post-hearing into the Record. Although this may be a proper exercise of power, there are currently no regulations setting the parameters of the exercise of said power. To ensure that this exercise of discretion is not arbitrary, but rather, consistent and fair, staff members are proposing an amendment to Regulation 835 that would explain the Record must be closed after the end of the hearing, but may remain open in certain circumstances. When the Hearing Examiner chooses to keep the Record open, the Hearing Examiner must explain in writing to the parties the basis for keeping the Record open, the length of time it will remain open, and the date on which it will be closed. To ensure administrative efficiency and the timely disposition of pending petitions, the Record cannot remain open longer than a total of sixty days.

Proposed Addition of Regulation 841.5 to Articulate a Standard of Review on Appeal.

After the Hearing Examiner closes the Record and issues a Decision, the parties have thirty-five days to appeal an adverse decision. On appeal, the parties may challenge any aspect of the Decision, including any procedural defects that may have existed during the hearing. Additionally, an appellant may request that the Rent Board conduct an appeal De Novo. Having observed several appeals, staff members have identified a commonly contemplated question regarding the Standard of Review on Appeal. Staff

## ITEM G-1

members recognize that both the parties and future Rent Boardmembers will benefit from having an articulated Standard of Review in the Regulations. As such, Regulation 841.5 articulates the Standard of Review on Appeal where an appeal is conducted De Novo and when it is conducted as a challenge to the evidence and findings. The Regulation also defines the meaning of Substantial Evidence, Preponderance of the Evidence, and De Novo.

During the appeals process, staff members have also identified areas where matters can be more readily resolved administratively.

### Proposed Amendments to Regulation 842 to Permit the Executive Director or Assigned Designee to Treat an Appeal as a Request for Reconsideration

Currently, when a party appeals a matter, it may take as much as several months before the matter is brought before the Rent Board. Where staff members have identified a problem with the Record in a matter on appeal, staff members cannot remedy the error, but rather must send the matter to the Rent Board for an Order of Remand to address the issue of the Record. The result is that the parties may end up waiting several months before the issue can be resolved by the Rent Board, whereas staff members could have administratively remedied the issue within thirty days. To address this issue and related issues, staff members are recommending amending Regulation 842 to allow the Executive Director or assigned Designee to send a matter back to the Hearing Examiner without the requirement of a Rent Board Order, where the issue involves a clear misapplication of the law, a problem with the Record, or a change in the law or any other matter appropriate for reconsideration. In such an event, the Executive Director or assigned Designee must submit a written Order of Reconsideration with specific instructions identifying the good cause underlying the granting of reconsideration and the parameters of the hearing on reconsideration.

### Conclusion

Staff members recommend the Rent Board adopt the aforementioned amendments and add a new regulation to Chapter 8 of the Rent Board Regulations to ensure administrative efficiency and enhance fairness within both the hearing and appeals processes.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Regulation 835 of the Rent Board Regulations (Redline Version)

Attachment 2 – Regulation 835 of the Rent Board Regulations (Clean Version)

Attachment 3 – Regulation 841.5 of the Rent Board Regulations (Clean Version)

Attachment 4 – Regulation 842 of the Rent Board Regulations (Redline Version)

## ITEM G-1

Attachment 5 – Regulation 842 of the Rent Board Regulations (Clean Version)

## ITEM G-1 ATTACHMENT 1

### 835. Hearing Record

- A. The official record of the hearing shall include the following: an audio recording of the hearing; all exhibits, papers, and documents required to be filed or accepted into evidence during the proceedings; a list of participants present; a summary of all testimony accepted; a statement of all material officially noticed; all recommended and final decisions, orders, and/or rulings; and the reasons for each final decision, order and/or ruling. This official record shall constitute the exclusive record for the decision on the issues raised at the hearing.
- B. Upon the end of a hearing, the Record shall be closed. Once closed, the Record shall not be reopened, and no further evidence shall be accepted from the parties. No statement is needed to close the Record; rather the closure of the Record is a natural consequence of the end of a hearing.
- C. Notwithstanding Regulation 835(B), at the conclusion of the hearing, the Hearing Examiner may keep the Record open for a period not to exceed thirty (30) calendar days to accept additional evidence. Where good cause exists, the Record may be kept open longer than thirty (30) calendar days, but must not remain open longer than sixty (60) calendar days, measured from the date of the conclusion of the hearing.
- D. In all matters where the Record is kept open, the Hearing Examiner shall issue to the parties in writing the basis for keeping the Record open, including a statement of good cause where applicable, the length of the time the Record shall remain open, and the date on which the Record will be closed.

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[Adopted January 24, 2018]

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**ITEM G-1**  
**ATTACHMENT 2**

**835. Hearing Record**

- A. The official record of the hearing shall include the following: an audio recording of the hearing; all exhibits, papers, and documents required to be filed or accepted into evidence during the proceedings; a list of participants present; a summary of all testimony accepted; a statement of all material officially noticed; all recommended and final decisions, orders, and/or rulings; and the reasons for each final decision, order and/or ruling. This official record shall constitute the exclusive record for the decision on the issues raised at the hearing.
  
- B. Upon the end of a hearing, the Record shall be closed. Once closed, the Record shall not be reopened, and no further evidence shall be accepted from the parties. No statement is needed to close the Record; rather the closure of the Record is a natural consequence of the end of a hearing.
  
- C. Notwithstanding Regulation 835(B), at the conclusion of the hearing, the Hearing Examiner may keep the Record open for a period not to exceed thirty (30) calendar days to accept additional evidence. Where good cause exists, the Record may be kept open longer than thirty (30) calendar days, but must not remain open longer than sixty (60) calendar days, measured from the date of the conclusion of the hearing.
  
- D. In all matters where the Record is kept open, the Hearing Examiner shall issue to the parties in writing the basis for keeping the Record open, including a statement of good cause where applicable, the length of the time the Record shall remain open, and the date on which the Record will be closed.

*[Adopted January 24, 2018]*

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**ITEM G-1**  
**ATTACHMENT 3**

**841.5 Standard of Review on Appeal**

- A. The Standard of Review on Appeal shall be Substantial Evidence. Under the Substantial Evidence standard, the Board shall not reweigh the evidence nor second guess the factual findings of the Hearing Examiner, even if there was contrary evidence in the Record. Instead, the Board shall look only to the evidence contained in the Record which supports the prevailing party, and determine whether there existed Substantial Evidence in the Record to support the Hearing Examiner's findings.
  
- B. Notwithstanding Regulation 841.5(A), where the Rent Board elects to hear an appeal De Novo, the Standard of Review shall be Preponderance of the Evidence. A De Novo hearing means a new hearing that contemplates an entire, new proceeding of the matter in question, in the same manner in which the matter was originally heard, as if the previous hearing had never occurred. Preponderance of the Evidence means that the party who has the burden of proof must provide evidence that is more likely to be true than not true and, when compared to the other side, outweighs, preponderates over, or is more than the evidence on the other side.

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## ITEM G-1 ATTACHMENT 4

### 842. Appeal Process

- A. Any appeal shall be filed on a form provided by the Board no later than thirty (30) calendar days after receipt of the notice of the hearing examiner's decision. A party is presumed to receive the decision five (5) business days after it is mailed. The appeal must contain a statement of the specific grounds on which the appeal is based. The Board will not consider an appeal that fails to state any facts or arguments in support of the grounds alleged in the appeal. Except as provided in Section 842(E), no other documents in support of the appeal will be accepted after the appeal deadline unless specifically requested by the Board. The appeal shall be sent to the Board and opposing parties and their representative. Additionally, appellants shall send a copy of the appeal to the hearing examiner whose decision is being appealed. The Board or staff may order that appeals relating to the same building or property, or different properties of the same Landlord, be consolidated. The opposing party shall file any response to the appeal within fifteen (15) calendar days from the date the appeal is filed.
- B. The hearing examiner's decision shall be stayed pending appeal. In its decision, the Board shall order the appropriate party to make retroactive payments over a reasonably appropriate period to restore the parties to the positions they would have occupied had the hearing examiner's decision been the same as that of the Board or had not been stayed.
- C. At least fourteen (14) calendar days prior to the date set for Board action on the appeal, a Board Staff report shall be prepared recommending that the decision of the hearing examiner be affirmed, modified, reversed or remanded to the hearing examiner for further hearing. Board Staff may supplement the record by including matters of which the Board may take official notice, provided that the parties are notified of such matters at least fourteen (14) days prior to the date set for Board action. Any objection to a staff request for official notice of such matters shall be filed no later than seven (7) calendar days prior to the date set for Board action.
- D. At least fourteen (14) calendar days prior to the date set for Board action, all parties shall be notified by mail of the date, time and place set for Board action on the appeal. Copies of the Board Staff recommendation shall be mailed to all parties and their representatives at least 14 days prior to the Board action. Copies of the official record and the staff recommendation shall be available for public review at the Board office at least fourteen (14) days prior to the date set for Board action. Parties may submit written comments to the Board up to seven (7) days prior to the Board action.
- E. At the Board meeting at which action on the appeal is scheduled, each party or the party's representative will be allowed seven (7) minutes to address the Board at the beginning of the hearing in the following order: appellant for five (5) minutes, respondent for seven (7) minutes, appellant for two (2) minutes. For any party addressing the Board who requires translation the allowable times shall be doubled. The Board has the discretion to allow more time.

## ITEM G-1 ATTACHMENT 4

- F. Unless the Board determines that a de novo hearing is required, the Board's decision will be based exclusively on the record before the hearing examiner. Parties shall be instructed not to discuss or comment upon factual matters or evidence that were not presented to the hearing examiner or officially noticed. Parties may discuss or comment upon the legal matters in question and any other pertinent issues raised by the appeal. The Board shall disregard any discussion or comment regarding factual matters that were not in the record before the hearing examiner or officially noticed. The vote of three (3) Board members is required to affirm, modify, remand or reverse the decision of the hearing examiner.
- G. The Board's decision to affirm, modify, remand or reverse the decision of the hearing examiner shall be supported by written findings of fact and conclusions of law. When the Board votes to adopt the staff recommendation unchanged, the parties to the appeal will be notified only of the Board's decision. When the Board does not adopt the staff recommendation as written, a written decision of the Board shall be mailed to the parties or their representative of record.
- H. Continuances of dates set for Board action on appeals shall be granted by a majority of the Board or by the Executive Director only for good cause shown. A written request and the reasons for it must be received by the Board at least two (2) business days prior to the scheduled hearing, unless good cause is shown for later request. The written request must contain the reasons for the continuance, an explanation of what efforts were made to ascertain the position of the other parties regarding the request for a continuance, and mutually acceptable alternative dates. Copies of this written request must be sent immediately to all other parties and proof of service must accompany the written request filed with the Board.

### I. Reconsideration.

- 1) At the discretion of the Executive Director or their designee, an appeal may be treated as a request for reconsideration and referred back to the ~~H~~hearing ~~E~~examiner for such reconsideration only if it is claimed by the appellant that:
- a) There was good cause for a failure to respond to a petition; or
  - b) There was good cause for a failure to appear at a settlement conference or hearing; or
  - c) The appellant wishes to present relevant evidence that could not, with reasonable diligence, have been discovered and produced at the hearing.
  - e)d) The decision resulted from a clearly inaccurate application of the law; hearing staff members discovered a problem with the record; the underlying legal standard upon which the decision is based changed before final disposition of the case, including matters subject to a pending petition for writ of administrative mandamus; or any other reason the case should be remanded for reconsideration for administrative efficiency.
- 2) In the event that the Executive Director or their Designee finds good cause exists to treat the appeal as a request for reconsideration, the Executive Director or their Designee shall issue an Order of Reconsideration, which shall describe the basis of granting reconsideration, the scope of issues to be reconsidered by the Hearing Examiner, and modified procedures, if

## ITEM G-1 ATTACHMENT 4

any, of the hearing process to expedite the matter for a hearing on reconsidered issues. The Rent Program shall send the Order of Reconsideration to ~~reconsideration under subsection (K) (l) is ordered, the all~~ parties will be so notified within 15 days of the filing of the appeal and, ~~within a reasonable time period., schedule a hearing on the reconsidered issues.~~ thereafter, all correspondence shall be directed to the hearing examiner. The threshold issue on reconsideration shall be whether a preponderance of the evidence supports the assertion that good cause existed for the failure to respond to a petition or to appear at a hearing or that the newly offered evidence could not, with reasonable diligence, have been discovered and produced at the hearing. Only if good cause for the failure is found may the hearing examiner reconsider the merits of the petition.

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## ITEM G-1 ATTACHMENT 5

### 842. Appeal Process

- A. Any appeal shall be filed on a form provided by the Board no later than thirty (30) calendar days after receipt of the notice of the hearing examiner's decision. A party is presumed to receive the decision five (5) business days after it is mailed. The appeal must contain a statement of the specific grounds on which the appeal is based. The Board will not consider an appeal that fails to state any facts or arguments in support of the grounds alleged in the appeal. Except as provided in Section 842(E), no other documents in support of the appeal will be accepted after the appeal deadline unless specifically requested by the Board. The appeal shall be sent to the Board and opposing parties and their representative. Additionally, appellants shall send a copy of the appeal to the hearing examiner whose decision is being appealed. The Board or staff may order that appeals relating to the same building or property, or different properties of the same Landlord, be consolidated. The opposing party shall file any response to the appeal within fifteen (15) calendar days from the date the appeal is filed.
- B. The hearing examiner's decision shall be stayed pending appeal. In its decision, the Board shall order the appropriate party to make retroactive payments over a reasonably appropriate period to restore the parties to the positions they would have occupied had the hearing examiner's decision been the same as that of the Board or had not been stayed.
- C. At least fourteen (14) calendar days prior to the date set for Board action on the appeal, a Board Staff report shall be prepared recommending that the decision of the hearing examiner be affirmed, modified, reversed or remanded to the hearing examiner for further hearing. Board Staff may supplement the record by including matters of which the Board may take official notice, provided that the parties are notified of such matters at least fourteen (14) days prior to the date set for Board action. Any objection to a staff request for official notice of such matters shall be filed no later than seven (7) calendar days prior to the date set for Board action.
- D. At least fourteen (14) calendar days prior to the date set for Board action, all parties shall be notified by mail of the date, time and place set for Board action on the appeal. Copies of the Board Staff recommendation shall be mailed to all parties and their representatives at least 14 days prior to the Board action. Copies of the official record and the staff recommendation shall be available for public review at the Board office at least fourteen (14) days prior to the date set for Board action. Parties may submit written comments to the Board up to seven (7) days prior to the Board action.
- E. At the Board meeting at which action on the appeal is scheduled, each party or the party's representative will be allowed seven (7) minutes to address the Board at the beginning of the hearing in the following order: appellant for five (5) minutes, respondent for seven (7) minutes, appellant for two (2) minutes. For any party addressing the Board who requires translation the allowable times shall be doubled. The Board has the discretion to allow more time.

## ITEM G-1 ATTACHMENT 5

- F. Unless the Board determines that a de novo hearing is required, the Board's decision will be based exclusively on the record before the hearing examiner. Parties shall be instructed not to discuss or comment upon factual matters or evidence that were not presented to the hearing examiner or officially noticed. Parties may discuss or comment upon the legal matters in question and any other pertinent issues raised by the appeal. The Board shall disregard any discussion or comment regarding factual matters that were not in the record before the hearing examiner or officially noticed. The vote of three (3) Board members is required to affirm, modify, remand or reverse the decision of the hearing examiner.
- G. The Board's decision to affirm, modify, remand or reverse the decision of the hearing examiner shall be supported by written findings of fact and conclusions of law. When the Board votes to adopt the staff recommendation unchanged, the parties to the appeal will be notified only of the Board's decision. When the Board does not adopt the staff recommendation as written, a written decision of the Board shall be mailed to the parties or their representative of record.
- H. Continuances of dates set for Board action on appeals shall be granted by a majority of the Board or by the Executive Director only for good cause shown. A written request and the reasons for it must be received by the Board at least two (2) business days prior to the scheduled hearing, unless good cause is shown for later request. The written request must contain the reasons for the continuance, an explanation of what efforts were made to ascertain the position of the other parties regarding the request for a continuance, and mutually acceptable alternative dates. Copies of this written request must be sent immediately to all other parties and proof of service must accompany the written request filed with the Board.
- I. Reconsideration.
- 1) At the discretion of the Executive Director or their designee, an appeal may be treated as a request for reconsideration and referred back to the Hearing Examiner for such reconsideration only if it is claimed by the appellant that:
    - a) There was good cause for a failure to respond to a petition; or
    - b) There was good cause for a failure to appear at a settlement conference or hearing; or
    - c) The appellant wishes to present relevant evidence that could not, with reasonable diligence, have been discovered and produced at the hearing.
    - d) The decision resulted from a clearly inaccurate application of the law; staff members discovered a problem with the record; the underlying legal standard upon which the decision is based changed before final disposition of the case, including matters subject to a pending petition for writ of administrative mandamus; or any other reason the case should be remanded for reconsideration for administrative efficiency.
  - 2) In the event that the Executive Director or their Designee finds good cause exists to treat the appeal as a request for reconsideration, the Executive Director or their Designee shall issue an Order of Reconsideration, which shall describe the basis of granting reconsideration, the scope of issues to be reconsidered by the Hearing Examiner, and modified procedures, if any,

**ITEM G-1  
ATTACHMENT 5**

of the hearing process to expedite the matter for a hearing on reconsidered issues. The Rent Program shall send the Order of Reconsideration to all parties and, within a reasonable time period.

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 19, 2019

Final Decision Date Deadline: June 19, 2019

**STATEMENT OF THE ISSUE:** Section 11.100.070(b) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance provides no later than June 30 of each year, the Board shall announce the percentage by which Rent for eligible Rental Units will be generally adjusted effective September 1 of that year. Adoption of a regulation is necessary to establish the amount of the 2019 Annual General Adjustment applicable to those tenancies that were in effect prior to September 1, 2018.

## 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:** ADOPT Regulation 607, establishing the 2019 Annual General Adjustment in the amount of 3.5% for tenancies commencing prior to September 1, 2018 – Rent Program (Nicolas Traylor/Charles Oshinuga 620-6564).

AGENDA ITEM NO:  
**G-2.**

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# AGENDA REPORT

**DATE:** June 19, 2019

**TO:** Chair Gray and members of the Rent Board

**FROM:** Nicolas Traylor, Executive Director  
Charles Oshinuga, Staff Attorney

**SUBJECT:** REGULATION ESTABLISHING THE 2019 ANNUAL GENERAL ADJUSTMENT

## **STATEMENT OF THE ISSUE:**

Section 11.100.070(b) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance provides no later than June 30 of each year, the Board shall announce the percentage by which Rent for eligible Rental Units will be generally adjusted effective September 1 of that year. Adoption of a regulation is necessary to establish the amount of the 2019 Annual General Adjustment applicable to those tenancies that were in effect prior to September 1, 2018.

## **RECOMMENDED ACTION:**

ADOPT Regulation 607, establishing the 2019 Annual General Adjustment in the amount of 3.5% for tenancies commencing prior to September 1, 2018 – Rent Program (Nicolas Traylor/Charles Oshinuga 620-6564).

## **FISCAL IMPACT:**

There is no fiscal impact related to this item.

## **DISCUSSION:**

### Background

As provided in Section 11.100.070(b)(1) of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance ("Ordinance") the Annual General Adjustment is equal to one hundred percent (100%) of the percentage increase in the Consumer Price Index (All Urban Consumers, San Francisco-Oakland-San Jose region) as reported by

## ITEM G-2

the U.S. Department of Labor, Bureau of Labor Statistics, for the 12-month period ending as of March of the current year (Attachment 2).<sup>1</sup>

No later than June 30 of each year, the Rent Board must announce the amount of the Annual General Adjustment for the current year. This percentage represents the Annual General Adjustment that may take effect September 1.

### Calculation of the Maximum Allowable Rent

As written, Regulation 607 establishes the Annual General Adjustment by which the Maximum Allowable Rent increases for Controlled Rental Units. Pursuant to Regulation 602, Landlords may choose to apply rent increases in the amount of the Annual General Adjustment or delay and “bank” the application of an Annual General Adjustment for a particular year without losing the opportunity to use such an increase in the future. To reduce the risk of error, staff members utilize the U.S. Department of Labor, Bureau of Labor Statistics’ determination of the CPI in a given 12-month period. The chart in Attachment 2 contains the CPI percentage for the last five years.

The change in the Consumer Price Index and corresponding Annual General Adjustment for 2019 is 3.5%.

### Next Steps

Staff members have drafted a template rent increase notice for Landlord use based on the new 2019 Annual General Adjustment. These forms can be found on the Rent Program website ([www.richmondrent.org](http://www.richmondrent.org)) upon adoption by the Rent Board.

In addition, staff members will send an announcement to community members announcing the 2019 Annual General Adjustment.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Regulation 607, Establishing the 2019 Annual General Adjustment

Attachment 2 – Bureau of Labor Statistics Consumer Price Index Table – All Urban Consumers

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<sup>1</sup> Since the Consumer Price Index is not announced for the San Francisco-Oakland-San Jose region in March, staff established utilization of the amount published in February.

**ITEM G-2**  
**ATTACHMENT 1**

**607. Annual General Adjustment Order for 2019**

The percentage increase in the CPI from 2018-2019, is 3.5% and thus the following Annual General Adjustment shall apply:

- A. The 2019 Annual General Adjustment is not to exceed 3.5%.
- B. The Annual General Adjustment granted by this Regulation shall become effective on September 1, 2019, provided that the Landlord is otherwise entitled to the adjustment pursuant to the provisions of the Richmond Fair Rent, Just Cause For Eviction and Homeowner Protection Ordinance, and any other applicable Regulation.
- C. Where the Landlord is entitled to the adjustment pursuant to the provisions of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance, and any other applicable Regulation, the Annual General Adjustment granted by this Regulation does not automatically provide for a rent increase. A Landlord may increase Rent by the 2019 Annual General Adjustment for tenancies in effect prior to September 1, 2018, only if the Landlord is in compliance with Regulation 601.

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# Databases, Tables & Calculators by Subject



**Change Output Options:** From:  To:   include graphs  include annual averages

[More Formatting Options](#)

Data extracted on: June 3, 2019 (2:43:09 PM)

## CPI-All Urban Consumers (Current Series)

### 12-Month Percent Change

Series Id: CUURS49BSA0, CUUSS49BSA0

Not Seasonally Adjusted

Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted

Area: San Francisco-Oakland-Hayward, CA

Item: All items

Base Period: 1982-84=100

Download: [xlsx](#)

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2015		2.5		2.4		2.3		2.6		2.6		3.2	2.6	2.5	2.7
2016		3.0		2.7		2.7		3.1		3.6		3.5	3.0	2.8	3.2
2017		3.4		3.8		3.5		3.0		2.7		2.9	3.2	3.6	2.9
2018		3.6		3.2		3.9		4.3		4.4		4.5	3.9	3.4	4.3
2019		3.5		4.0											

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 19, 2019

Final Decision Date Deadline: June 19, 2019

**STATEMENT OF THE ISSUE:** Regulation 805 A (4) provides that staff members shall review a petition and accompanying documentation to deem the petition complete or incomplete within five business days. Staff members are proposing an amendment to Regulation 805 A (4) to extend the review period for petitions, with the exception of MNOI petitions, from five to ten business days, to allow adequate time for a thorough review.

## INDICATE APPROPRIATE BODY

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

## 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:** ADOPT an amendment to Regulation 805 A (4), Petition and Noticing Procedures, to extend the staff review period from five to ten business days – Rent Program (Nicolas Traylor/Paul Cohen 620-6564).

AGENDA ITEM NO:  
**G-3.**

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# AGENDA REPORT

**DATE:** June 19, 2019

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

**FROM:** Nicolas Traylor, Executive Director  
Paul Cohen, Hearing Examiner  
Cynthia Shaw, Assistant Administrative Analyst (Hearings Coordinator)

**SUBJECT:** AMENDMENT TO REGULATION 805 A (4), REGARDING PETITION AND NOTICING PROCEDURES

## STATEMENT OF THE ISSUE:

Regulation 805 A (4) provides that staff members shall review a petition and accompanying documentation to deem the petition complete or incomplete within five business days. Staff members are proposing an amendment to Regulation 805 A (4) to extend the review period for petitions, with the exception of MNOI petitions, from five to ten business days, to allow adequate time for a thorough review.

## RECOMMENDED ACTION:

ADOPT an amendment to Regulation 805 A (4), Petition and Noticing Procedures, to extend the staff review period from five to ten business days – Rent Program (Nicolas Traylor/Paul Cohen 620-6564).

## FISCAL IMPACT:

There is no fiscal impact related to this item.

## DISCUSSION:

### Background:

On January 24, 2018, the Rent Board adopted Regulation 805, regarding Petition and Noticing Procedures. This section establishes administrative requirements for reviewing supporting documents pertaining to each Petition and ensures that all parties are notified in a timely matter.

## ITEM G-3

In August 2018, the Hearings Unit began processing petitions. Since then, the number of petitions received for processing has steadily increased. In accordance with Regulation 805 A (4), staff members conduct a thorough review of each submitted petition. This review typically requires the gathering of reports or documents from other City departments, including the Fire Department, Planning Department, Residential Rental Inspection Program, Business License Division, and Code Enforcement Unit.

### Justification for the Proposed Amendment to Regulation 805 A (4)

When a petition is received, a file is prepared including reports from various city departments including the Fire Department, Planning Department, Residential Rental Inspection Program, Business License Division, and Code Enforcement Unit. Most of this research requires that staff members contact each department to request property-specific documents or photos related to the case. It may take several days for departments to respond with pertinent information.

Once the petition has been reviewed and information has been compiled by the Hearings Coordinator, the petition is submitted to the Hearing Examiner to deem it complete or incomplete. If the petition is deemed complete, a Notice of Right to Object is mailed to the opposing party, with a due date to respond within 21 days of the date of the Notice. If the petition is considered incomplete and not acceptable in its current form, a Notice of Incomplete Petition is mailed to the Petitioner and opposing party with an explanation as to what is missing. The Petitioner is then given the opportunity to correct the defects within a reasonable time.

In the course of their work, staff members have encountered a need for additional time to review documents in cases where staff members have approved leave and/or the Hearings Unit is closed due to holidays. The proposed additional five business days will allow for these administrative contingencies.

### Staff Recommendation

Staff members recommend amending Regulation 805 A (4), Petition and Noticing Procedures, to extend the staff review period from five to ten business days to allow for a thorough review by staff including the collection of other City Department reports and documents.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Proposed Amendments to Regulation 805 A (4) (Redline Version)

Attachment 2 – Proposed Amendments to Regulation 805 A (4) (Clean Version)

## **ITEM G-3 ATTACHMENT 1**

### **805. Petition and Noticing Procedures**

A. For rent increase petitions, the following procedure applies:

- (1) Rent increase petitions may be filed under the following regulations: Chapter 9, Sections 903 (Changes in Number of Tenants), 904 (Change in Space or Services/Code Violations), 905 (Maintenance of Net Operating Income), 9XX (Capital Improvements), 912 (Restoration of Annual General Adjustment), and 9XX (Historically Low Rent).
- (2) A copy of the rent increase petition and, except as provided in Regulation 9XX (Capital Improvements), supporting documentation must be served on the Tenants of all units affected by the petition.
- (3) The Landlord shall file with the Board the original petition, two copies of the documentation required by Regulation 801 and by the Regulation pursuant to which the Petition is filed, and a proof of service by first-class mail or in person of the petition and documentation on each affected Tenant. The Landlord may also file an Agreement of Parties and/or Waiver of Right to Hearing.
- (4) Board staff shall review the petition and supporting documentation to determine whether they conform with Board regulations and within five (5) business days shall either mail notice to the Landlord that the petition is not acceptable in its current form, with an explanation of its defects (pursuant to Regulation 806 Acceptance of Petitions) or mail a Notice to Opposing Parties to the Tenants and Landlord, as provided in Regulation 809 (Notice to Opposing Parties and Board). For petitions filed pursuant to Regulations 9XX (Maintenance of Net Operating Income), the review period shall be fifteen (15) business days. If a petition is found unacceptable, the Landlord may refile at any time. Acceptance of a petition by Board staff does not mean that the petitioner has submitted adequate documentation to support a decision in petitioner's favor. A Landlord may, at any time prior to submission of the matter for an administrative decision, request that a hearing be held.
- (5) The notice to the Tenant shall include a notice that the Tenant has a right to object to the petition, and that if the Tenant does not object within twenty-one (21) calendar days of the mailing of the notice, or if the Tenant's objection does not specify one or more grounds listed in the notice, the rent for the Tenant's unit may be increased by the applicable amount, based on the information in the Landlord's petition and the Board's files. Failure to file an objection may constitute a waiver of the right to a hearing on objections to the petition.
- (6) A hearing shall be held on the petition and objections thereto, in accordance with Regulation 821 (Hearing), unless no Tenant files an objection within the time allowed, the Landlord has not requested a hearing and the hearing examiner determines that a decision may be rendered on the petition without hearing live testimony. Notwithstanding

## ITEM G-3 ATTACHMENT 1

any other provision of these regulations, Board staff may, upon notice to all parties, request further documentation and/or schedule a hearing on the petition.

B. For Tenant petitions, the following procedure applies:

- (1) Tenant petitions may be filed pursuant to Chapter 9 (Individual Rent Adjustments), Sections 903 (Changes in Number of Tenants), 904 (Change in Space or Services/Code Violations), 911 (Overcharges) and Rent Withholding Petitions pursuant to Chapter 4.
- (2) A copy of the Tenant petition and supporting documentation must be served on the petitioner's Landlord.
- (3) The Tenant shall file with the Board the original petition, two copies of the documentation required by Regulation 801 and by the Regulation pursuant to which the petition is filed, and proof of service by first-class mail or in person of the petition and documentation.
- (4) Board staff shall review the petition and supporting documentation to determine whether they conform to Board Regulations and within ~~five (5)~~ ten (10) business days shall either mail notice that the petition is not acceptable in its current form, with an explanation of its defects (pursuant to Regulation 805 Petition and Noticing Procedure) or mail a Notice to Opposing Parties to the Landlord and Tenants, as provided in Regulation 808 (Notice to Opposing Parties and Board). If a petition is unacceptable, the Tenant may refile at any time. Acceptance of a petition by Board staff does not mean that the petitioner has submitted adequate documentation to support a decision in petitioner's favor.
- (5) The notice to the Landlord shall include a notice that the Landlord has a right to object to the petition, and that if the Landlord does not object within twenty-one (21) calendar days of the mailing of the notice, or the Landlord's objection does not specify one or more grounds listed in the notice, the rent for the Tenant's unit may be decreased by the applicable amount, based on the information in the Tenant's petition and the Board's files. Failure to file an objection may constitute a waiver of the right to a hearing on objections to the petition.
- (6) A hearing shall be held on the petition and objections thereto, in accordance with Regulation 821 (Hearing), unless neither the Landlord nor the Tenant requests a hearing within the time allowed and the hearing examiner determines that a decision may be rendered on the petition without hearing live testimony. Notwithstanding any other provision of these regulations, Board staff may, upon notice to all parties, request further documentation and/or schedule a hearing on the petition.

C. The time limits set forth in this section will prevail over any other time limits set out elsewhere in these regulations.

*[Adopted January 24, 2018]*

## **ITEM G-3 ATTACHMENT 2**

### **805. Petition and Noticing Procedures**

A. For rent increase petitions, the following procedure applies:

- (1) Rent increase petitions may be filed under the following regulations: Chapter 9, Sections 903 (Changes in Number of Tenants), 904 (Change in Space or Services/Code Violations), 905 (Maintenance of Net Operating Income), 9XX (Capital Improvements), 912 (Restoration of Annual General Adjustment), and 9XX (Historically Low Rent).
- (2) A copy of the rent increase petition and, except as provided in Regulation 9XX (Capital Improvements), supporting documentation must be served on the Tenants of all units affected by the petition.
- (3) The Landlord shall file with the Board the original petition, two copies of the documentation required by Regulation 801 and by the Regulation pursuant to which the Petition is filed, and a proof of service by first-class mail or in person of the petition and documentation on each affected Tenant. The Landlord may also file an Agreement of Parties and/or Waiver of Right to Hearing.
- (4) Board staff shall review the petition and supporting documentation to determine whether they conform with Board regulations and within five (5) business days shall either mail notice to the Landlord that the petition is not acceptable in its current form, with an explanation of its defects (pursuant to Regulation 806 Acceptance of Petitions) or mail a Notice to Opposing Parties to the Tenants and Landlord, as provided in Regulation 809 (Notice to Opposing Parties and Board). For petitions filed pursuant to Regulations 9XX (Maintenance of Net Operating Income), the review period shall be fifteen (15) business days. If a petition is found unacceptable, the Landlord may refile at any time. Acceptance of a petition by Board staff does not mean that the petitioner has submitted adequate documentation to support a decision in petitioner's favor. A Landlord may, at any time prior to submission of the matter for an administrative decision, request that a hearing be held.
- (5) The notice to the Tenant shall include a notice that the Tenant has a right to object to the petition, and that if the Tenant does not object within twenty-one (21) calendar days of the mailing of the notice, or if the Tenant's objection does not specify one or more grounds listed in the notice, the rent for the Tenant's unit may be increased by the applicable amount, based on the information in the Landlord's petition and the Board's files. Failure to file an objection may constitute a waiver of the right to a hearing on objections to the petition.
- (6) A hearing shall be held on the petition and objections thereto, in accordance with Regulation 821 (Hearing), unless no Tenant files an objection within the time allowed, the Landlord has not requested a hearing and the hearing examiner determines that a decision may be rendered on the petition without hearing live testimony. Notwithstanding

## ITEM G-3 ATTACHMENT 2

any other provision of these regulations, Board staff may, upon notice to all parties, request further documentation and/or schedule a hearing on the petition.

B. For Tenant petitions, the following procedure applies:

- (1) Tenant petitions may be filed pursuant to Chapter 9 (Individual Rent Adjustments), Sections 903 (Changes in Number of Tenants), 904 (Change in Space or Services/Code Violations), 911 (Overcharges) and Rent Withholding Petitions pursuant to Chapter 4.
- (2) A copy of the Tenant petition and supporting documentation must be served on the petitioner's Landlord.
- (3) The Tenant shall file with the Board the original petition, two copies of the documentation required by Regulation 801 and by the Regulation pursuant to which the petition is filed, and proof of service by first-class mail or in person of the petition and documentation.
- (4) Board staff shall review the petition and supporting documentation to determine whether they conform to Board Regulations and within ten (10) business days shall either mail notice that the petition is not acceptable in its current form, with an explanation of its defects (pursuant to Regulation 805 Petition and Noticing Procedure) or mail a Notice to Opposing Parties to the Landlord and Tenants, as provided in Regulation 808 (Notice to Opposing Parties and Board). If a petition is unacceptable, the Tenant may refile at any time. Acceptance of a petition by Board staff does not mean that the petitioner has submitted adequate documentation to support a decision in petitioner's favor.
- (5) The notice to the Landlord shall include a notice that the Landlord has a right to object to the petition, and that if the Landlord does not object within twenty-one (21) calendar days of the mailing of the notice, or the Landlord's objection does not specify one or more grounds listed in the notice, the rent for the Tenant's unit may be decreased by the applicable amount, based on the information in the Tenant's petition and the Board's files. Failure to file an objection may constitute a waiver of the right to a hearing on objections to the petition.
- (6) A hearing shall be held on the petition and objections thereto, in accordance with Regulation 821 (Hearing), unless neither the Landlord nor the Tenant requests a hearing within the time allowed and the hearing examiner determines that a decision may be rendered on the petition without hearing live testimony. Notwithstanding any other provision of these regulations, Board staff may, upon notice to all parties, request further documentation and/or schedule a hearing on the petition.

C. The time limits set forth in this section will prevail over any other time limits set out elsewhere in these regulations.

*[Adopted January 24, 2018]*

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 19, 2019

Final Decision Date Deadline: June 19, 2019

**STATEMENT OF THE ISSUE:** Subsection (C) of Rent Board Regulation 605 requires Landlords who have charged Excess Rent after December 30, 2016, to refund any overcharges via a cashier check, within 10 days of receipt of notification from the Rent Board or Rent Program staff. The requirement to refund Excess Rent within 10 days in the form of a cashier's check does not provide the flexibility for Landlords and Tenants to effectively remedy this violation of the Rent Ordinance. Therefore, staff members are recommending rescission of this provision to allow Landlords and Tenants to enter into alternative methods of repayment, such as repayment plans or rent reductions.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** RECIND Regulation 605(C), and allow for the Rent Program to establish policies to enhance Landlords' ability to bring themselves into compliance with the Rent Ordinance's prohibition on retention of rents in excess of the Maximum Allowable Rent – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:  
**G-4.**

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# AGENDA REPORT

**DATE:** June 19, 2019  
**TO:** Chair Gray and Members of the Rent Board  
**FROM:** Nicolas Traylor, Executive Director  
**SUBJECT:** RESCISSION OF REGULATION 605(C): PAYMENT OF EXCESS RENT

## **STATEMENT OF THE ISSUE:**

Subsection (C) of Rent Board Regulation 605 requires Landlords who have charged Excess Rent after December 30, 2016, to refund any overcharges via a cashier check, within 10 days of receipt of notification from the Rent Board or Rent Program staff. The requirement to refund Excess Rent within 10 days in the form of a cashier's check does not provide the flexibility for Landlords and Tenants to effectively remedy this violation of the Rent Ordinance. Therefore, staff members are recommending rescission of this provision to allow Landlords and Tenants to enter into alternative methods of repayment, such as repayment plans or rent reductions.

## **RECOMMENDED ACTION:**

RESCIND Regulation 605(C), and allow for the Rent Program to establish policies to enhance Landlords' ability to bring themselves into compliance with the Rent Ordinance's prohibition on retention of rents in excess of the Maximum Allowable Rent – Rent Program (Nicolas Traylor 620-6564).

## **FISCAL IMPACT:**

There is no fiscal impact related to this item.

## **DISCUSSION:**

### Background

The Rent Ordinance became effective December 30, 2016, and, in part, required Landlords to roll back their rents to levels either charged on July 21, 2015, or the amount of rent paid at the inception of a tenancy that began after July 21, 2015. *Richmond Municipal Code Section 11.100.070(a)*. This new rent level is considered the Base Rent level. The Rent Ordinance further explained that collection and/or retention

of rents above the Base Rent is an excessive rent violation and requires the Landlord return to the Tenant the total amount of rent either collected or retained in excess of the Base Rent. *Richmond Municipal Code Section 11.100.100* The immediate result of these provisions was that many Landlords found themselves owing their Tenants some amount of money; however, Tenants had no means of enforcing this right as the Rent Board had yet to be formed.

Adhering to the provisions of the Rent Ordinance, in March 2017, the City Council appointed five members to the Rent Board. In June 2017, the Board adopted Regulation 605, which established the Annual General Adjustment for 2017 at 100% of the CPI or 3.4%. Recognizing the absence of a petition process that would enable Tenants to enforce excess rent damages, the Rent Board sought to create strict rules to compel Landlords to meet their obligations under the Rent Ordinance and pay the amount that was collected in excess of the Base Rent. Consequently, the Rent Board added Subsection C of Regulation 605 to establish the rule that Landlords must refund rent overcharges within 10 days and in the form of a cashier's check. By limiting the method of payment to cashier's check, the Rent Program could guarantee the propriety of the funds and more readily monitor those who had paid. By requiring payment be made within 10 business days, the regulation sought to achieve expeditious return of any rents collected in excess of the Base Rent.

Today, circumstances have changed. The Rent Program's petition process is fully operational, allowing for Tenants to enforce their rights regarding excessive rent. Additionally, Landlords' circumstances have changed, as many of them are now educated on the requirements of the Rent Ordinance and often come into the Rent Program to address potential excessive rent issues. Given the change in circumstances, staff members assert that it is reasonable to allow Landlords more flexibility in bringing themselves into compliance with the Rent Ordinance as it pertains to excessive rent.

### Proposed Recession of Regulation 605(C)

Many Landlords have visited the Richmond Rent Program and admitted they have collected rents in excess of the Maximum Allowable Rent. Often times the excessive rent owed exceeds \$5,000. Many Landlords do not have \$5,000 on hand nor can they readily obtain that amount within 10 days; however, that is the only remedy offered under Regulation 605(C). Recognizing the change in circumstances from January 1, 2017, until now, staff members believe that Regulation 605(C) offers an inflexible solution to a multifaceted issue. To be able to adequately address the issue of excess rents, Landlords need a way to return the monies owed through other methods, such as a repayment agreement, a reduction of Tenant's rent going forward until the amount owed is satisfied, partial payment of the amount owed combined with the reduction of rent, etc. These methods would achieve the purpose of Richmond Municipal Code Section 11.100.100, as the Tenant would still be receiving the total amount of excessive rent collected and/or retained. To be clear, this rescission would not disturb the Rent Ordinance's edict whereby a Tenant cannot waive any provisions of the Rent

## ITEM G-4

Ordinance. This principle continues to remain in full force under this offered rescission, because a Tenant still cannot waive the amount of money owed. The Tenant could only agree to modify the method of payment and the form of repayment.

### Conclusion

To ensure adequate flexibility and enhance Landlords' ability to repay excess rent monies owed, staff members recommend the Rent Board rescind the provisions of Regulation 605(C).

### **DOCUMENTS ATTACHED:**

Attachment 1 – Proposed Recession of Regulation 605(C)-Redline

Attachment 2 – Proposed Recession of Regulation 605(C)-Clean

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## ITEM G-4 ATTACHMENT 1

### 605. Annual General Adjustment Order for 2017

The percentage increase in the CPI from 2016-2017 is 3.4%, and thus the following Annual General Adjustment applies:

- A. The 2017 Annual General Adjustment is not to exceed 3.4%.
- B. The cumulative increase in the Maximum Allowable Rent as defined in Section 11.100.030(g), RMC, for tenancies in effect prior to September 1, 2015, is 6.56%.
- C. A Landlord may increase Rent by the 2017 Annual General Adjustment for tenancies in effect prior to September 1, 2016, only if the Landlord is in compliance with Regulation 601.

~~Within ten business days of receipt of notification from the Rent Board or Rent Program staff that a Landlord has charged and collected Rent in excess of the Maximum Allowable Rent, the Landlord shall issue a refund of excess Rent that a Tenant has paid after December 30, 2016, to the Tenant in the form of a cashier's check. Proof of Excess Rent Refund must be The 2017 Annual General Adjustment is not to exceed 3.4%.~~

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**ITEM G-4  
ATTACHMENT 2**

**605. Annual General Adjustment Order for 2017**

The percentage increase in the CPI from 2016-2017 is 3.4%, and thus the following Annual General Adjustment applies:

- A. The 2017 Annual General Adjustment is not to exceed 3.4%.
- B. The cumulative increase in the Maximum Allowable Rent as defined in Section 11.100.030(g), RMC, for tenancies in effect prior to September 1, 2015, is 6.56%.
- C. A Landlord may increase Rent by the 2017 Annual General Adjustment for tenancies in effect prior to September 1, 2016, only if the Landlord is in compliance with Regulation 601.

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 19, 2019

Final Decision Date Deadline: June 19, 2019

**STATEMENT OF THE ISSUE:** As of May 15, 2019, over \$782,730 in potential FY 2016-17, FY 2017-18, and FY 2018-19 Rental Housing Fee revenue owed from an estimated 1,942 Richmond Landlords is outstanding. Staff members are proposing the issuance of a Request for Proposals for Collection Agency Services to solicit proposals from qualified service providers who could assist in the prompt collection of outstanding revenue.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** DIRECT staff to negotiate and execute a contract with a Collection Services Agency, utilizing a contingency-based payment plan – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:  
**H-1.**

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# AGENDA REPORT

**DATE:** June 19, 2019  
**TO:** Chair Gray and Members of the Rent Board  
**FROM:** Nicolas Traylor, Executive Director  
**SUBJECT:** CONTRACT FOR COLLECTION AGENCY SERVICES

**STATEMENT OF THE ISSUE:**

As of May 15, 2019, over \$782,730 in potential FY 2016-17, FY 2017-18, and FY 2018-19 Rental Housing Fee revenue owed from an estimated 1,942 Richmond Landlords is outstanding. Staff members are proposing the issuance of a Request for Proposals for Collection Agency Services to solicit proposals from qualified service providers who could assist in the prompt collection of outstanding revenue.

**RECOMMENDED ACTION:**

DIRECT staff to negotiate and execute a contract with a Collection Services Agency, utilizing a contingency-based payment plan – Rent Program (Nicolas Traylor 620-6564).

**FISCAL IMPACT:**

Since the Rental Housing Fee is the Rent Program's sole source of revenue, collection of the Rental Housing Fee is central to the Program's financial viability. Therefore, while the precise fiscal impact of entering into a contract with a Collection Agency service provider is unknown at this time, the potential positive fiscal impact of improving collection rates for Fiscal Year 2016-17, 2017-18, and 2018-19 Rental Housing Fees could amount to several hundred thousand dollars.

**DISCUSSION:**

Background

At their Regular Meeting on May 15, 2019, the Rent Board received a presentation from Rent Program staff members concerning the department's compliance efforts during Fiscal Year 2018-19, specifically with respect to payment of the Rental Housing Fee.

Of note, the presentation included statistics indicating that over \$782,730 in potential Rental Housing Fee revenue owed from an estimated 1,942 Richmond Landlords is outstanding. The majority of this outstanding revenue (\$432,396) is owed from 1,630 Landlords who own one Rental Unit in the City of Richmond.

Given the tremendous amount of staff time necessary to follow up with over 1,500 Landlords of one Rental Unit to conduct collections efforts, staff members are proposing that the Rent Board contract with a Collection Agency to conduct this work.

### Request for Proposals for Collection Agency Services

The draft Request for Proposals, contained in Attachment 1 of this report, indicates that the Rent Board is soliciting proposals from qualified firms and agencies to provide collection services for the City of Richmond Rent Board's Delinquent Landlord Accounts. The Board desires to enter into an agreement for professional services with a qualified firm or agency who can demonstrate competency and experience in providing Collection Services. The Board seeks an experienced and effective Contractor that minimizes Board costs, maximizes the use of available technology, provides excellent customer service, and performs thorough and complete collections.

Eligibility requirements for the proposed service provider are detailed on page 6 of the draft Request for Proposals. The exact range and extent of services is subject to negotiation, but at a minimum must include professional services and dedicated personnel to perform the following scope of services:

- 1) Agency shall provide collection services for debts owed to the Rent Board for Delinquent Residential Rental Housing Fees.
- 2) Agency shall designate a manager for the Rent Board's account who will be the Rent Board's primary contact with the Agency.
- 3) The Rent Board shall submit delinquent accounts for collection via hard copy, e-mail, electronic file, or in writing. Agency shall provide acknowledgement within 10 days of account placement via the same method that the account was submitted.
- 4) The Rent Board shall provide documentation to Agency for each account, including name, any available customer information, last known address, account number, and balance due.
- 5) Agency shall make a minimum of three written or telephone contacts for each account (unless the account clears sooner) within forty-five (45) days of receipt of account.

## ITEM H-1

- 6) Agency shall discuss their recommended use of skip tracing on delinquent accounts. Agency to provide specific tools used to conduct skip tracing.<sup>1</sup>
- 7) Agency should indicate whether the Rent Board will have access to the Agency's database in order to determine the progress of the collection efforts.
- 8) Agency shall maintain complete records of each account referred by the Rent Board, including all correspondence, documents, account records, transactions and a detailed log of all collection efforts or actions. These records shall be retained for a minimum of three years after termination of collection actions on each account.
- 9) Agency shall provide the Rent Board with a monthly report on the status of each account including; account number, customer name, the amount received, the charges waived, the balance due and date of last payment, and the actions taken on the account. Agency should immediately advise the Board of any account that is paid in full or deemed uncollectible. If an account is deemed uncollectible, information regarding this determination must be provided to the Board.
- 10) Agency shall provide to the Board quarterly financial summary reports including totals for receipts, net accounts receivable, total accounts receivable and collection percentage.
- 11) Agency shall provide to the Board an annual financial summary report as of June 30 (the Rent Board's fiscal year end) including totals for receipts, net accounts receivable, total accounts receivable and collection percentage. This report should be submitted to the Rent Board no later than July 30th of each year.
- 12) At any time, all records of the agency pertaining to the Rent Board shall be subject to inspection, review, or audit by the Rent Board or its agent during the contract period and for three (3) years after the termination of the contract.
- 13) Agency shall guarantee the confidentiality, security and safety of all files, documents and information provided by the Board, except as to disclosure required by federal and state laws and regulations.
- 14) Agency will exercise its best ethical, prudent, lawful and professional efforts to secure collections on all accounts referred by the Rent Board. Collections activities shall comply with all federal, state and local laws, including but not limited to the Federal Fair Debt Collection Practices Act.

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<sup>1</sup> According to bountyhunteredu.org, "Skip Tracing" is an industry term used to describe the process of locating a fugitive that can't be found at their place of residence or usual hangouts. "Skip" refers to the person being searched for (derived from the term "to skiptown") and "tracing" meaning the act of locating the skip.

## ITEM H-1

- 15) Agency will process all customer payments in accordance with applicable Payment Card Industry (PCI) security requirements.
- 16) In accordance with the Fair and Accurate Credit Transaction Act (FACT), the vendor must have an identity theft prevention program in place.
- 17) Agency shall report all uncollectible accounts to the major credit bureaus. Reporting must be done in accordance with all federal, state and local laws, including but not limited to, the Fair Debt Collections Practices Act, the Federal Equal Credit Opportunity Act, and the Consumer Credit Protection Act. Agency shall not report accounts to the credit bureaus until the agency has worked the account for forty-five (45) days. At the request of the Rent Board, the Agency shall remove an account notification from all the affected bureaus and provide a copy of that notification to the Board.
- 18) Agency shall not assign or subcontract any portion of this agreement or transfer or assign any claim, pursuant to this contract, without the written consent of the Rent Board.
- 19) Agency shall make contacts with delinquent accounts under the name of the agency and not the Rent Board.
- 20) Agency shall instruct Landlords to submit payments to the Agency and not the Rent Board. The Rent Board shall notify Agency of any payments made to the Rent Board for accounts under collection with the Agency.
- 21) Agency shall collect and deposit payments from customers and, on no less than a monthly basis, submit a check to the City of Richmond Rent Program for all monies collected, less collection fees, along with a report including the account name and number, amount collected, and collection fees.
- 22) Any compromise settlement of principal or charges shall be agreed upon in writing (which includes emails) between the Agency and the Rent Board prior to acceptance.
- 23) Agency may allow for time payment agreements (payment plans) and may enter into time payment agreements with Landlords for any period less than one year without the consent of the Rent Board. Any time payment agreement extending beyond one year from the date of initiation of plan must be agreed upon in writing between the Agency and the Rent Board prior to acceptance.
- 24) No legal actions shall be taken by the Agency without express written consent of the Rent Board.
- 25) Agency shall be solely responsible for any and all costs incurred in and associated with the collection of debts referred to it by the Rent Board.

## ITEM H-1

- 26) Compensation shall be contingent upon actual collections of debts owed to the Rent Board. Agency may subtract a reasonable fee from the amount of the debt collected and paid to the Rent Board, as a percentage of debt collected with a specified maximum. Agency must identify the fee, how it is determined and the fee must be consistent across all debts collected.
- 27) The Rent Board may withdraw any accounts without any charge or penalty.
- 28) The Rent Board reserves the right to terminate the contract at any time by providing thirty days written notice for convenience or cause.
- 29) Agency shall meet with Rent Board staff upon execution of the contract to discuss all the goals of the relationship, the services to be provided and other topics relevant to performing collections on behalf of the Rent Board. Furthermore, Agency shall meet with Rent Board staff on an annual basis (or as-needed if issues arise) to discuss all services and how the Agency and Rent Board can work together to further reduce debt owed. The Rent Board will provide overall guidance on the conduct of collection services, as it reflects upon the Rent Board's policies and reputation. Agency will also provide updates to the Rent Board on changes in federal and state laws related to credit and collections.

### Proposed Timeline and Next Steps

Staff propose the following timeline and next steps with regard to the issuance of a Request for Proposals for Collection Agency Services:

<b>Proposed Date</b>	<b>Action</b>
Monday, June 24, 2019	Release of RFP
Friday, July 12, 2019, 5:00 PM	Last day to submit questions regarding the RFP; responses to questions received by this date will be posted at <a href="http://www.richmondrent.org">www.richmondrent.org</a>
Friday, July 19, 2019, 12:00 PM	Responses to RFP due
Week of July 22, 2019	Panel reviews proposals and submits recommendation(s) to Executive Director; Executive Director selects desired agency
Week of July 22, 2019	Selected agency is notified
Week of July 29, 2019	Agreement is negotiated and executed

### **DOCUMENTS ATTACHED:**

Attachment 1 – Draft Request for Proposals for Collection Agency Services

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# CITY OF RICHMOND RENT PROGRAM

Richmond Fair Rent, Just Cause for Eviction, and  
Homeowner Protection Ordinance (RMC 11.100)

## **DRAFT** REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR COLLECTION AGENCY SERVICES

June 24, 2019

**CITY OF RICHMOND RENT PROGRAM  
REQUEST FOR QUALIFICATIONS AND PROPOSALS FOR  
COLLECTION AGENCY SERVICES**

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The City of Richmond Rent Board (Board) is soliciting proposals from qualified firms and agencies to provide collection services for the City of Richmond Rent Board's Delinquent Landlord Accounts. The Board desires to enter into an agreement for professional services with a qualified firm or agency who can demonstrate competency and experience in providing Collection Services. The Board seeks an experienced and effective Contractor that minimizes Board costs, maximizes the use of available technology, provides excellent customer service, and performs thorough and complete collections.

This Request for Proposals may be obtained online at <http://www.ci.richmond.ca.us/3540/Contracts-and-RFPs> or by visiting the Rent Program office, located on the second floor of 440 Civic Center Plaza, Richmond, CA 94804. One (1) original and five (5) copies of the sealed proposals must be submitted to the Rent Program Office in hard copy no later than 12:00 PM on Friday, June 19, 2019, at the following address:

**City of Richmond Rent Program  
Attn: Cynthia Shaw  
440 Civic Center Plaza, Suite 200  
Richmond, CA 94804**

Any questions or requests regarding this Request for Qualifications and Proposals may be submitted in writing to Cynthia Shaw at [cynthia\\_shaw@ci.richmond.ca.us](mailto:cynthia_shaw@ci.richmond.ca.us). Written responses to inquiries received by 5:00 PM on Friday, June 12, 2019, will be posted at <http://www.ci.richmond.ca.us/3540/Contracts-and-RFPs>.

**INTRODUCTION**

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The following provides general information and instructions for applying for funds from the City of Richmond Rent Board for the services described below to be performed in Fiscal Year (FY) 2019-2020. This document contains the requirements that all proposers must satisfy and/or complete. All proposers must complete the application that can be obtained online at <http://www.ci.richmond.ca.us/3540/Contracts-and-RFPs> or by visiting the Rent Program office, located on the second floor of 440 Civic Center Plaza, Richmond, CA 94804.

Through this Request for Proposals (RFP), the Board invites qualified firms and agencies to provide collection services for the Board’s Delinquent Landlord Accounts. The goal of the collection services is to capture any and all outstanding revenue owed to the Rent Program to support the agency’s long-term financial sustainability.

Using the Rent Board’s Residential Housing Fee, this RFP seeks to contract with one firm or agency to meet the goal of this RFP. The Rent Board expects to award a contract according to the table set forth below.

<b>Program</b>	<b>FY 19-20 Funding</b>	<b>Funding Source</b>	<b>Amount Awarded</b>	<b>Approx. # of Awards</b>
Collection Services	Rental Housing Fee revenue (contingency)	Residential Housing Fee	Contingency: Percentage based on amount collected	1

Funding for the program will be provided for the 2019-20 Fiscal Year with the option to extend at the Rent Board’s sole discretion and contingent upon funding availability and performance. The Rent Board’s contracts are typically based on the fiscal year calendar, July 1 to June 30. The Rent Board expects the agreements to be executed by July 2, 2019. Agreements for the first year may be executed for a five- or six-month period, ending June 30, 2020 with the possibility of renewing the contract for additional years.

The selected proposer(s) will be required to enter into an agreement with the Rent Board containing the terms and conditions set forth in Attachment A: Proposed Agreement. If you have any exceptions to the standard terms and conditions you must note them in your proposal; otherwise, none will be considered or granted.

The Rent Board reserves the right to accept or reject any item or group(s) of items of a response/proposal. The Rent Board also reserves the right to waive any informality or irregularity in any proposal. Additionally, the Rent Board may, for any reason, decide not to award an agreement as a result of this RFP or cancel the RFP process. The Rent Board shall not be obligated to respond to

any proposal submitted, nor be legally bound in any manner by submission of the proposal. The Rent Board is not required to accept the proposal with the lowest price. Responses will be evaluated to determine the most advantageous proposal based on a variety of factors as discussed herein. The Rent Board reserves the right to negotiate with any or all proposers on cost proposals, assigned staff and program deliverables.

Statistical information contained in this RFP is for informational purposes only. The Rent Board shall not be responsible for the complete accuracy of said data. The Rent Board reserves the right to verify any information provided during the RFP process and may contact references listed or any other persons known to have contracted with the proposer. The Rent Board reserves the right, without limitation, to execute an agreement with one or more proposers based solely on the proposal and any approved additions, and to enter into a separate agreement with another agency in the event that the originally selected proposer defaults or fails to execute an agreement with the Rent Board.

## **BACKGROUND**

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The City of Richmond Rent Board was established following voter approval of Measure L in November 2016. The Richmond Rent Board is charged with implementation of the Rent Ordinance and the Richmond Rent Program is an extension of the Richmond Rent Board, charged with the administration of the Rent Ordinance. An estimated 19,259 rental units throughout the City of Richmond are covered by the Rent Ordinance.

The Rent Ordinance, found in Richmond Municipal Code Section 11.100, and its companion Regulations, aims to “promote neighborhood and community stability, healthy housing, and affordability for renters in the City of Richmond by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under California law, while ensuring Landlords a fair and reasonable return.” To achieve its purported goal, the Rent Ordinance regulates both rents and evictions for those rental units that are covered by the Rent Ordinance’s provisions.

Some of the Rent Ordinance’s integral provisions do the following: 1) Limits annual rent increases to one hundred percent (100%) of the percentage increase in the Consumer Price index as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, for the 12 month period ending as of March of the current year; 2) Authorizes both landlords and tenants to submit petitions with the Richmond Rent Program seeking either an additional increase in rent due to a lack of Fair Return or decrease in rent due to an inhabitable premise or decrease in services; 3) Eliminates no cause evictions and requires landlords have at least 1 of the 8 Just Cause basis for eviction as codified in Richmond Municipal Code Section 11.100.050. Just Cause is a provision of law that prohibits landlords from taking any “action to terminate any tenancy, including but not limited to, making a demand for possession of a Rental Unit, threatening to terminate a tenancy verbally or in

**ITEM H-1  
ATTACHMENT 1**

writing, serving any notice to quit or other eviction notice, or bringing any action to recover possession or be granted recovery of possession of a Rental Unit” unless a landlord pleads and proves a Just Cause basis for the termination of tenancy and compliance with the Rent Ordinance; 4) Prohibits retaliatory evictions and establishes tenants’ rights to relocation benefits when facing “no-fault” Just Cause eviction; and 5) Establishes a Rent Board to execute and administer the provisions of the Rent Ordinance through rules, regulations, resolution, contracts, and legal action.

To enforce the regulatory goal of the Rent Ordinance, the Rent Board passes an annual budget and funds that budget by charging Landlords a Residential Rental Housing Fee. The adopted budget and Rental Housing Fees for years prior are contained in the table below. It is anticipated that the FY 2019-20 Rental Housing Fee will be billed in August or September 2019.

**Table 1. Expense and Revenue Summary**

<b>FISCAL YEAR FEE</b>	<b>BUDGETED AMOUNT</b>	<b>FUNDS EXPENDED</b>	<b>REVENUE COLLECTED</b>	<b>ESTIMATED REVENUE CAPACITY BASED ON UPDATED UNIT COUNT<sup>1</sup></b>	<b>ESTIMATED PERCENT OF POTENTIAL REVENUE COLLECTED</b>
<b>2017-18<sup>2</sup></b>	<b>FY 16-17 (partial): \$1,150,433</b>	<b>\$1,967,837</b>	<b>\$2,173,778<sup>3</sup></b>	<b>\$2,792,555</b>	<b>77.8%<sup>4</sup></b>
	<b>FY 17-18: \$2,425,338</b>				
<b>2018-19<sup>5</sup></b>	<b>\$2,804,925</b>	<b>\$1,757,550</b>	<b>\$1,740,815</b>	<b>\$2,550,164</b>	<b>68.3%</b>

Additional information about the Rent Program and its services is accessible at [www.richmondrent.org](http://www.richmondrent.org).

<sup>1</sup> This figure represents the total possible revenue that could be collected, calculated by multiplying the adopted fee by the updated number of total rental units based on the Rent Program’s updated unit count information.

<sup>2</sup> Includes the Fiscal Year 2016-17 Rental Housing Fee (December 2016 – June 2017)

<sup>3</sup> This figure includes revenue collected in Fiscal Year 2017-18 for both the Fiscal Year 2016-17 and Fiscal Year 2017-18 fees.

<sup>4</sup> This figure represents the percentage of potential revenue for both FY 16-17 and FY 17-18 collected in FY 17-18, during the concurrent billing cycle.

<sup>5</sup> Amount of expended funds and revenue collected reflects July 2018 – April 2019.

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**REQUESTED SERVICES**

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The Board intends to obtain the services of a full-service collection agency (Agency) to provide revenue collection service for unpaid and delinquent accounts receivable to complete collections on delinquent Residential Rental Housing where Landlords have an outstanding fee owed for longer than sixty (60) days and have not been in communication with the Richmond Rent Program regarding the outstanding fee.

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**ELIGIBILITY REQUIREMENTS**

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The exact range and extent of services is subject to negotiation, but at a minimum must include professional services and dedicated personnel to perform the following scope of services:

- 1) Agency shall provide collection services for debts owed to the Board for Delinquent Residential Rental Housing Fee.
- 2) Agency shall designate a manager for the Board's account who will be the Board's primary contact with the Agency.
- 3) Board shall submit delinquent accounts for collection via hard copy, e-mail, electronic file, or in writing. Agency shall provide acknowledgement within 10 days of account placement via the same method that the account was submitted.
- 4) Board shall provide documentation to Agency for each account, including name, any available customer information, last known address, account number, and balance due
- 5) Agency shall make a minimum of three written or telephone contacts for each account (unless the account clears sooner) within forty-five (45) days of receipt of account.
- 6) Agency shall discuss their recommended use of skip tracing on delinquent accounts. Agency to provide specific tools used to conduct skip tracing.
- 7) Agency should indicate whether the Board will have access to the Agency's database in order to determine the progress of the collection efforts.
- 8) Agency shall maintain complete records of each account referred by the Board, including all correspondence, documents, account records, transactions and a detailed log of all collection efforts of actions. These records shall be retained for a minimum of three years after termination of collection actions on each account.
- 9) Agency shall provide the Board a monthly report on the status of each account including; account number, customer name, the amount received, the charges waived, the balance due and date of last payment, and the actions taken on the account. Agency should immediately advise the Board of any account that is paid in full or deemed uncollectible. If an account is deemed uncollectible, information regarding this determination must be provided to the Board.
- 10) Agency shall provide to the Board quarterly financial summary reports including totals for receipts, net accounts receivable, total accounts receivable and collection percentage.

## ITEM H-1 ATTACHMENT 1

- 11) Agency shall provide to the Board an annual financial summary report as of June 30 (Board's fiscal year end) including totals for receipts, net accounts receivable, total accounts receivable and collection percentage. This report should be submitted to the Board no later than July 30th of each year.
- 12) At any time, all records of the agency pertaining to the Board shall be subject to inspection, review, or audit by the Board or its agent during the contract period and for three (3) years after the termination of the contract.
- 13) Agency shall guarantee the confidentiality, security and safety of all files, documents and information provided by the Board, except as to disclosure required by federal and state laws and regulations.
- 14) Agency will exercise its best ethical, prudent, lawful and professional efforts to secure collections on all accounts referred by the Board. Collections activities shall comply with all federal, state and local laws, including but not limited to the Federal Fair Debt Collection Practices Act.
- 15) Agency will process all customer payments in accordance with applicable Payment Card Industry (PCI) security requirements.
- 16) In accordance with the Fair and Accurate Credit Transaction Act (FACT), the vendor must have an identity theft prevention program in place.
- 17) Agency shall report all uncollectible accounts to the major credit bureaus. Reporting must be done in accordance with all federal, state and local laws, including but not limited to, the Fair Debt Collections Practices Act, the Federal Equal Credit Opportunity act, and the Consumer Credit Protection Act. Agency shall not report accounts to the credit bureaus until the agency has worked the account for forty-five (45) days. At the request of the Board, the Agency shall remove an account notification from all the affected bureaus and provide a copy of that notification to the Board.
- 18) Agency shall not assign or subcontract any portion of this agreement or transfer or assign any claim, pursuant to this contract, without the written consent of the Board.
- 19) Agency shall make contacts with delinquent accounts under the name of the agency and not the Board.
- 20) Agency shall instruct Landlords to submit payments to the Agency and not the Board. The Board shall notify agency of any payments made to the Board for accounts under collection with the Agency.
- 21) Agency shall collect and deposit payments from customers and, on no less than a monthly basis, submit a check to the City of Richmond Rent Program for all monies collected, less collection fees, along with a report including the account name and number, amount collected, and collection fees.
- 22) Any compromise settlement of principal or charges shall be agreed upon in writing (which includes emails) between the Agency and the Board prior to acceptance.
- 23) Agency may allow for time payment agreements (payment plans) and may enter into time payment agreements with Landlords for any period less than one year without the consent of

## ITEM H-1 ATTACHMENT 1

the Board. Any time payment agreement extending beyond one year from the date of initiation of plan must be agreed upon in writing between the agency and the Board prior to acceptance.

- 24) No legal actions shall be taken by the Agency without express written consent of the Board.
- 25) Agency shall be solely responsible for any and all costs incurred in and associated with the collection of debts referred to it by the Board.
- 26) Compensation shall be contingent upon actual collections of debts owed to the Board. Agency may subtract a reasonable fee from the amount of the debt collected and paid to the Board, as a percentage of debt collected with a specified maximum. Agency must identify the fee, how it is determined and the fee must be consistent across all debts collected.
- 27) The Board may withdraw any accounts without any charge or penalty.
- 28) The Board reserves the right to terminate the contract at any time by providing thirty days written notice for convenience or cause.
- 29) Agency shall meet with Board staff upon execution of contract to discuss all the goals of the relationship, the services to be provided and other topics relevant to performing collections on behalf of the Board. Furthermore, Agency shall meet with Board staff on an annual basis (or as-needed if issues arise) to discuss all services and how the agency and Board can work together to further reduce debt owed. The Board will provide overall guidance on the conduct of collection services, as it reflects upon the Board's policies and reputation. Agency will also provide updates to the Board on changes in federal and state laws related to credit and collections.

### **Specific Requirements Related to the Scope of Work:**

- The selected Agency shall be fully responsible for maintaining accurate records of all correspondence, working papers, and other related evidence. These records shall be made available to the Board as requested.
- The Agency, if selected, agrees to maintain a City of Richmond Business License, as required by the Richmond Municipal Code, for the duration of the contract.

**TIMELINE AND PROCESS**

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The following is the anticipated timeline related to this RFP. Please note that this timeline may be changed if the Rent Board deems it necessary. Any changes will be posted to the Rent Program’s website at <http://www.ci.richmond.ca.us/3540/Contracts-and-RFPs>. In the event of a change, Rent Program staff will notify the proposers via email. The Rent Board will make every effort to adhere to the following anticipated schedule:

**Table 2. Proposed Timeline**

<b>PROPOSED DATE</b>	<b>ACTION</b>
Monday, June 24, 2019	Release of RFP
Friday, July 12, 2019, 5:00 PM	Last day to submit questions regarding the RFP; responses to questions received by this date will be posted at <a href="http://www.ci.richmond.ca.us/3540/Contracts-and-RFPs">http://www.ci.richmond.ca.us/3540/Contracts-and-RFPs</a>
Friday, July 19, 2019, 12:00 PM	Responses to RFP due
Week of July 22, 2019	Panel reviews proposals and submits recommendation(s) to Executive Director; Executive Director selects desired agency(ies)
Week of July 22, 2019	Selected agency(ies) is/are notified
Week of July 29, 2019	Agreement is negotiated and executed

## DEADLINE TO SUBMIT RFP QUESTIONS

The Board understands that some may have questions regarding this RFP. Proposers may submit written questions to this RFP via email until Friday, July 12, 2019, at 5:00 PM. All questions must be emailed to Cynthia Shaw at [cynthia\\_shaw@ci.richmond.ca.us](mailto:cynthia_shaw@ci.richmond.ca.us). To ensure fairness, the Board intends to respond to the submitted question through an addendum posted on the Board's website at <http://www.ci.richmond.ca.us/3540/Contracts-and-RFPs>. The Board reserves the right to respond to these questions in a limited-fashion or not all. Additionally, please note that the Board does not intend to address specific questions but rather clarify issues regarding the substance of this RFP.

## SUBMISSION INSTRUCTIONS

Respondents to this Request for Proposals are required to submit by mail or hand delivery one (1) original and five (5) copies of their proposal no later than **Friday, July 19, 2019, at 12:00 PM** to:

City of Richmond Rent Program  
Attn: Cynthia Shaw  
440 Civic Center Plaza, Suite 200  
Richmond, CA 94804

The proposals must be in a sealed envelope marked with the respondent's' name, address, and telephone number. **No grace period will be allowed for missing components to be submitted. No additional submissions or supplements will be accepted after July 19, 2019. Any application or supplemental information that is late will not be considered. The Rent Program reserves the right to extend the time for receipt of proposals.**

## EVALUATION OF PROPOSAL

The Board will create a Rent Program Collection Services Review Committee to evaluate timely submitted proposals. The Committee will be comprised of neutral Richmond Rent Program Staff members. All proposals should provide sufficient and concise information to permit sufficient review and adequate evaluation. Proposals shall be reviewed in four general phases:

1. All proposals will be evaluated based on the proposal submission requirements and criteria.
2. The Rent Program Collection Services Review Committee shall rate and compose a short list of proposers based on the submission requirements and criteria.
3. Contingency Fee proposals will be reviewed and evaluated.

The Richmond Rent Program will adhere to the below criteria when evaluating any and all proposals.

**Table 3. Evaluation Criteria**

Technical Evaluation Criteria	Allocated Points
Thoroughness and understanding of the tasks to be completed	20
Agency's expertise and overall experience of personnel assigned to the work	15
Time requested to accomplish the requested services	15
Responsiveness to requirements of the project	15
Public sector experience in a municipal setting, conducting similar services	20
Contingency Fee Proposal	25

The proposal(s) with the highest score(s) will not automatically be awarded a contract. In making the final selection of a service provider, the Executive Director of the Richmond Rent Program will consider the Committee's scoring, proposers' past performance, if applicable, Contingency Fee Proposal, and the Richmond Rent Board's overall needs. The Contingency Fee Proposal may be afforded additional weight in determining the proposals most advantageous to the Board's goals. The Contingency Fee Proposal must be considered reasonable. A contract may be awarded to a proposer who does not submit the lowest Contingency Fee Proposal. The amount to be awarded is in the full discretion of the Executive Director of the Rent Program, who will at the very least consider funding availability and the City of Richmond's needs before selecting an amount to award.

### NOTICE OF AWARDED CONTRACT

All proposers will be notified via email of the Richmond Rent Board's decision to award a contract to one or more proposers. The notice shall state the name of the organization(s) who was awarded the contract, the amount of funds awarded, and the right of any proposer to appeal. Notice of the awarded contract shall be given no later than Friday, August 2, 2019. If a proposer chooses to appeal, the appeal must be made in writing and mailed to the City of Richmond Rent Program, Attn: Cynthia Shaw, 440 Civic Center Plaza, Suite 200, Richmond, CA 94804.

All appeals must be submitted within ten days from the date that the Notice of Awarded Contract is emailed to the proposers. The appeal must contain the name, street address, email address, and signature of the person submitting the appeal. The appeal must be based on either 1) abuse of process by members of the Rent Program Legal Services Review Committee; 2) misconduct by members of the Rent Program Legal Services Review Committee; and/or 3) abuse of discretion by members of the Rent Program Legal Services Review Committee. All appeals must be accompanied

by competent evidence for adequate disposition. Failure to plead and substantiate one or more of the above allegations will result in the denial of the appeal. The Executive Director will respond to all appeals within 14 business days. The Executive Director's decision is final and there is no further appeal process concerning his/her decision after it is rendered.

## **PROPOSAL SUBMISSION REQUIREMENTS AND CRITERIA**

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The proposal must contain the following specific information. Any additional information that the Agency wishes to include should be included in an appendix to the proposal.

1. Letter of transmittal signed by an individual authorized to bind the proposing entity stating the Agency has read and will comply with all terms and conditions of the RFP.
2. General information about the firm, including the size of the organization, location of offices, years in business, organizational chart, name of owners and principal parties, number and position titles of staff. Information regarding any collection associations of which the Agency and its staff are members should be included.
3. Qualifications of staff proposed for the assignment, their position in the Agency, and types and amount of equivalent collection experience. Be sure to include any municipal agencies they have worked with and their level of involvement. A description of how overall supervision will be provided should be included (this can be included as part of an attachment).
4. A description of the methodology that would be followed in carrying out the Agency's responsibilities. Clearly describe all collection services you propose to provide to the Board. As a part of the description, identify the responsibilities of the Board and the responsibilities of the Agency. Also describe the coordination required between Landlords, the Board, and the Agency if an account is assigned. Please provide any additional information or suggestions that will aid in the City's selection process.
5. Provide sample copies of the type of reports the Board could expect to receive from the Agency for each major source of revenue (previously listed). Each report should be clearly marked as to the type of information the particular report is trying to convey (this can be included as part of an attachment). A monthly report on the amount assigned, the amount collected, the amount returned and the overall collection rate is required.
6. Provide sample letters to be sent to delinquent accounts. Be sure to indicate what collection method each letter pertains to (this can be included as part of an attachment).
7. A list of the municipal agencies your Agency has worked with during the past three years. Provide the following information for three collection projects which are similar in size and scope to the project requested by this proposal:
  - a) Name, address and telephone of the agency
  - b) Time period for the project

**ITEM H-1  
ATTACHMENT 1**

- c) Brief description of the scope of the collection efforts
  - d) Recommended collection procedures
  - e) Persons to contact for a reference.
8. A statement as to the ability of the Agency to make collections in all fifty states and the Agency's ability to file reports with all three national credit bureaus.
  9. Clearly describe and outline your contingency fees for the services. Be sure to differentiate the fees between the various collection methods being proposed.
  10. A statement of the dollar amount of an account under which your Agency will not actively pursue regular collection and/or legal action.
  11. Billing and payment expectations including timing and method of payment.
  12. Provide overall information to show the average number of days required by your Agency to complete a collection and forward the monies to your customer. In addition, list historical collection percentages achieved by your Agency for the various sources of revenue listed in the RFP.
  13. A statement of the services your Agency feels differentiates from other agencies.
  14. Agencies submitting a proposal in response to this RFP must disclose any actual, apparent, direct, indirect, or potential conflicts of interests that may exist with respect to the firm, management, or employees of the firm or other persons relative to the services to be provided. If a firm has no conflicts of interest, include a statement to that effect in the proposal.

**OTHER TERMS AND CONDITIONS**

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**Conditions**

The Board will not pay any costs incurred by the Agency in preparing or submitting the proposal. The Board reserves the right to revise and/or cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP. The Rent Program, upon its determination, further reserves the right to waive any informality or irregularities in any proposals received, if it is in the public interest to do so. The determination of the criteria and process whereby proposals are evaluated, the decision as to who shall receive a contract award, or whether or not to award, shall be made as a result of the RFP, shall be at the sole and absolute discretion of the Rent Program. This RFP does not constitute any form or offer to contract.

The Agency, by submitting a response to this RFP, waives all right to protest or seek any legal remedies whatsoever regarding any aspect of this RFP. This RFP does not commit the Board to award a contract, defray any costs incurred in the preparation of a proposal pursuant to this RFP or to procure or contract for work.

All proposal submitted in response to this RFP becomes the property of the Board and public records and, as such, may be subject to public review.

**Indemnification**

The successful Agency must agree to defend, indemnify, and hold harmless Board, its officers, officials, agents and employees and volunteers from and against any and all losses, liability, or damages arising out of, in consequence of, or resulting from the negligent acts and/or omissions of Agency, its subcontractor, consultants, agents or employees.

**Insurance Requirements**

The Agency shall demonstrate the willingness and ability to provide the required insurance coverage as set forth below within ten calendar days of notification of selection for award of this Agreement.

The selected Agency will be required to carry, and provide certificates of insurance for, general and automobile liability insurances as follows:

- General Liability: \$1,000,000 minimum per occurrence
- Automobile Liability: \$1,000,000 minimum per occurrence
- Worker's Compensation Statutory Limits

**ITEM H-1  
ATTACHMENT 1**

The General Liability Insurance is to contain or be endorsed to name the Board, its officers, officials, employees and agents as Additional Insured as respects liability arising out of activities performed in connection with this RFP and accompany contract. The coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the Board by the successful Agency.

Worker's Compensation policies are to be endorsed to include a waiver of subrogation against the Board, its officers, officials, employees and agents.

The successful Agency will be required to enter into a Service Agreement with the Board. A draft agreement will be provided upon request.

DRAFT

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# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 19, 2019

Final Decision Date Deadline: June 19, 2019

**STATEMENT OF THE ISSUE:** As a new governmental agency, it is important to put in place evaluations policy and practices for all Rent Program staff, including the Executive Director. In particular, the salary of the Executive Director can only be raised by order of the Rent Board, and as such, the Rent Board needs a mechanism to evaluate any proposed salary adjustment.

## INDICATE APPROPRIATE BODY

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

## ITEM

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

**RECOMMENDED ACTION:** APPROVE the proposed staff evaluation plan for the Rent Program and DIRECT staff to begin implementing the evaluation plan beginning in Fiscal Year 2019-20 – Rent Program (Nicolas Traylor 620-6564).

AGENDA ITEM NO:  
**H-2.**

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# AGENDA REPORT

**DATE:** June 19, 2019

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

**FROM:** Nicolas Traylor, Executive Director

**SUBJECT:** STAFF EVALUATIONS AND THE EVALUATION OF THE EXECUTIVE DIRECTOR

## **STATEMENT OF THE ISSUE:**

As a new governmental agency, it is important to put in place evaluations policy and practices for all Rent Program staff, including the Executive Director. In particular, the salary of the Executive Director can only be raised by order of the Rent Board, and as such, the Rent Board needs a mechanism to evaluate any proposed salary adjustment.

## **RECOMMENDED ACTION:**

APPROVE the proposed staff evaluation plan for the Rent Program and DIRECT staff to begin implementing the evaluation plan beginning in Fiscal Year 2019-20 – Rent Program (Nicolas Traylor 620-6564).

## **FISCAL IMPACT:**

The fiscal impact of the proposed evaluation plan will be minimal and within the Rent Board's adopted Fiscal Year 2019-20 budget. Evaluating line and management staff members is already built into the budgeted salaries as a part of management staff's regular duties. The evaluation of the Executive Director would require a short-term subscription to an online evaluation tool. Expected costs would be approximately \$100-\$200 based on subscription costs. This amount is already budgeted for in the miscellaneous budget line item.

## **DISCUSSION:**

### General Plan

The City of Richmond has an existing evaluation process, which the Rent Program plans on utilizing for all staff, except for the Executive Director. The evaluation plan for the Executive Director is to use an online evaluation tool known as a "360-Degree

Evaluation.” The 360-Degree Evaluation survey would be provided to all Rent Program staff members, Boardmembers, and contractors. Currently, the plan is to use Survey Monkey or similar evaluation platform. Staff members would be evaluated annually on their employment anniversary date. The Executive Director will be evaluated annually each May.

For the 2018-19 fiscal year, it is proposed that the evaluation of the Executive Director take place in August 2019.

### Staff Evaluations

Utilizing the City of Richmond’s existing evaluation process, all Rent Program staff members other than the Executive Director will use the City’s standard evaluation forms for SEIU 1021 General Employees (Attachment 1) and Local 21 Management Employees (Attachment 2). Rent Program staff members will be evaluated by their direct supervisor. The Executive Director shall sign off on all evaluations and append any comments offered by the direct supervisor.

### 360 Degree Evaluation of the Executive Director

By the end of May each year, the Rent Board and all employees and contractors shall receive an online 360-Degree Evaluation. The evaluation submissions would be anonymous, so that participants feel free to express their views candidly. Wikipedia defines a 360-Degree Evaluation as follows:

*A 360-degree feedback (also known as multi-rater feedback, multi-source feedback, or multi source assessment) is a process through which feedback from an employee's subordinates, colleagues, and supervisor(s), as well as a self-evaluation by the employee themselves is gathered. Such feedback can also include, when relevant, feedback from external sources who interact with the employee, such as customers and suppliers or other interested stakeholders. 360-degree feedback is so named because it solicits feedback regarding an employee's behavior from a variety of points of view (subordinate, lateral, and supervisory).*

### Rationale for Performing a 360-Degree Review

The Executive Director position was specifically approved by the voters of Richmond as part of the passage of Measure L. The Executive Director does not report to the City Manager but instead to the five member Rent Board. Therefore salary adjustments of the Executive Director are at the discretion of and determined by the Rent Board and not the City Manager or City Council. The Executive Director must work directly with three main entities: Rent Program staff members, contractors, and Rent Board members.

The position of the Executive Director is unique in that the Executive Director has a higher level of accountability to the Richmond community and Rent Board. A 360-

## ITEM H-2

Degree Evaluation is appropriate for a position that is uniquely charged with interacting with a myriad of internal and external sources to whom they are accountable.

### Who Would Evaluate the Executive Director and How Would This Evaluation be Tied to Any Proposed Salary Adjustment?

Each May, the Rent Board, Rent Program staff members and contractors that work directly with the Executive Director, will be given the opportunity to perform the online evaluation. Rent Board members will be able to distinguish between reviews provided by Rent Program staff members, Rent Board members and contractors. The results of the evaluation would be sent directly to individual Rent Board members and the Executive Director at the same time. Only Rent Board members and the Executive Director would have access to the evaluation in accordance with personnel rules. At the first Rent Board meeting after the evaluation is completed and compiled, Rent Board members shall decide if a salary adjustment to the budgeted amount is appropriate.

### Conclusion

Rent Program staff members recommend the adoption of two evaluation structures: all staff members, other than the Executive Director would be evaluated using the City of Richmond's standard evaluation forms (as provided by the Human Resources Department), and the Executive Director would be evaluated annually using a 360-Degree Evaluation.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Sample Local 1021 Employee Evaluation Form

Attachment 2 – Sample Local 21 Employee Evaluation Form

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**ITEM H-2  
ATTACHMENT 1**

**EMPLOYEE PERFORMANCE RECORD**

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

Department: \_\_\_\_\_

Division: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_  \_\_\_\_\_

Months Final /Probation \_\_\_\_\_ Anniversary Date: \_\_\_\_\_ Job Title: \_\_\_\_\_

(Check which applies.)

1. KNOWLEDGE OF WORK:  Knowledge and understanding of all phases of this job and closely related matters.	Needs frequent instructions, even on routine jobs.	Fair knowledge but needs more training or experience.	Has a good working knowledge of job.	Well informed on all phases of job.	Has a thorough knowledge of job.
	REMARKS:				
2. INITIATIVE AND APPLICATION:  Resourcefulness, independent thinking, attention, and application to work.	Wastes time. Needs close supervision.	Inclined to take things easy. Requires occasional prompting.	Steady and willing worker. Requires little direction.	Energetic and conscientious. Goes ahead on own judgment.	Exceptionally industrious. Highly resourceful and self reliant.
	REMARKS:				
3. QUALITY OF WORK:  The accuracy and thoroughness with which work meets recognized standards of performance.	Below standard. Needs close supervision.	Usually acceptable but must be checked occasionally.	Meets accepted standards regularly. Needs very little checking.	Uniformly accurate and thorough.	Maintains highest quality.
	REMARKS:				
4. QUANTITY OF WORK:  Volume of work based upon recognized standards of performance.	Consistently low and behind schedule.	Fair amount. Should be increased.	Steady producer. Regularly meets recognized standards.	Always turns out a good volume.	Unusually high output.
	REMARKS:				
5. RELATIONS WITH OTHER WORKERS:  Disposition, tact, courtesy, and enthusiasm and sincerity as they affect fellow workers & others.	Creates unfavorable impression.	Gets along reasonably well.	Makes a satisfactory impression.	Well liked and respected.	Highly regarded. A splendid influence.
	REMARKS:				
6. DEPENDABILITY:  Compliance with instructions and regulations; reliability under varying conditions.	Frequently undependable.	Fairly dependable but required more than normal follow-up.	Dependable under normal circumstances.	More than normal dependability.	Thoroughly reliable on all assignments.
	REMARKS:				
If present job required leadership, or if you have had an opportunity to observe evidence of leadership on the job, appraise leadership characteristic below; otherwise disregard this factor.					
7. LEADERSHIP:  Ability to lead and train others and to get results through teamwork.	Has difficulty in getting satisfactory output from his/her group.	Gets some results but should enlist more support from his/her group.	Good on routine work. Has respect of group.	Leads with confidence. Gains support of others.	Outstanding leader. Obtains high morale and output.
	REMARKS:				
8. PUNCTUALITY:  Promptness in reporting for work.	Often tardy.	Occasionally tardy.	Rarely tardy.	Never tardy.	
	REMARKS:				

1. **ADDITIONAL COMMENTS:**

2. **NAMES OF SUPERVISOR AND OTHER RATERS:**

3. **REVIEWED WITH EMPLOYEE ON \_\_\_\_\_ BY \_\_\_\_\_ AND DISCUSSED SPECIFIC SUGGESTIONS FOR HIS/HER DEVELOPMENT OR IMPROVEMENT AS NOTED BELOW:**

4. **EMPLOYEE CERTIFICATION:** I have reviewed this report. In signing it, I do not necessarily agree with the evaluation. I understand that if I desire, I have the privilege of adding any comments in the space below: (Use additional sheets if needed).

Signature of Employee \_\_\_\_\_ Date \_\_\_\_\_

5. **RECOMMENDATION IN VIEW OF THIS APPRAISAL:**

**(The following to be filled out only upon making out the final rating sheet on a probationary employee).**

I recommend that this employee be placed on permanent status.

I recommend that this employee be dismissed at the end of the probationary period.

Remarks:

SIGNED: \_\_\_\_\_  
DEPARTMENT HEAD

CITY OF RICHMOND  
PERFORMANCE MANAGEMENT REPORT  
Supervisory Management

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Type of Evaluation:	Employee Name:	Job Classification:
___ Probationary		
No. Of Months ___	Department:	Division:
___ Annual	Time in This Job Class:	Time in the Present Assignment:
___ Special		
Evaluation Period:	Rating Supervisor:	Supervisor=s Title:
From:		
To:		

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**Instructions:**

**Performance Rating Factors:** Each rating factor is to be rated according to the following scale (please rate each job factor separately: one rating should not unduly influence the rating for other factors):

**Commendable** - Exemplary performance which consistently exceeds job expectations at an exceptional level.

**Fully Competent** - Performance normally meets expectations of the job.

**Needs Improvement** - Performance more than occasionally falls below expectations and for which some specific remedial action is recommended.

**Unsatisfactory** - Unacceptable performance which has received prior notification of needing improvement and which must receive immediate attention and improvement to avoid discipline.

Please remember to rate each of the performance standards as separate and distinct performance elements. Comments are desirable for each factor and are **required** if other than a "Fully Competent" rating is given.

**Accomplishment of Prior Objectives:** Summarize whether the work outcome and/or work behavior objectives for the past rating period were met. If not, indicate any circumstances that may have prevented them from being achieved and be sure to update them in this year's objective.

**Objectives for the Upcoming Rating Period:** Summarize the work outcome (related to the goals of the unit) and work behavior (individual development) objectives for the next rating period. These objectives should be developed in concert with the employee.

**Employee Comments:** Employees may comment directly on the form or may submit separate written comments within 30 days. In addition any employee may discuss the review with the next level of department or City management.

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**Administrative Management:**

Commendable - Works with the department/division head in establishing meaningful goals and objectives for the work unit and its staff. Such goals and objectives are consistent with and supportive of those of the department and the entire City. Goals and objectives are not only met, but modifications are implemented to meet changing conditions and are constantly exceeded.

- |  |
|--|
| <input type="checkbox"/> Commendable       |
| <input type="checkbox"/> Fully Competent   |
| <input type="checkbox"/> Needs Improvement |
| <input type="checkbox"/> Unsatisfactory    |

Unsatisfactory - Unable to establish goals which are consistent with the goals and objectives of the City as a whole and/or the department. Consistently fails to meet goals and objectives or to implement modifications to such goals and objectives to conform to changing needs.

**Comments:**

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**Resource Management:**

Commendable - Makes the most effective and efficient use of budgetary, staff, community and other available resources. Finds creative ways to not only provide, but also expand upon, required services and support within budgetary, policy, procedural and other constraints.

- |  |
|--|
| <input type="checkbox"/> Commendable       |
| <input type="checkbox"/> Fully Competent   |
| <input type="checkbox"/> Needs Improvement |
| <input type="checkbox"/> Unsatisfactory    |

Unsatisfactory - Is consistently unable to deliver required services and/or support within budgetary, staff, community and other available resources. Appears to be unaware of or unable to, meet goals and objectives within budgetary, policy, procedural or other constraints.

**Comments:**

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**Personnel Management:**

Commendable - Attains unit goals and objectives through developing and motivating employees. Observes classification and bargaining unit constraints while encouraging employees to reach their potential. Provides a role model for staff, including conforming to normal work standards, maintains a positive working environment and is respected for timely performance evaluations and honest criticism when necessary. Actively supports EEO/AA goals and creates a comfortable work environment free from harassment.

- |  |
|--|
| <input type="checkbox"/> Commendable       |
| <input type="checkbox"/> Fully Competent   |
| <input type="checkbox"/> Needs Improvement |
| <input type="checkbox"/> Unsatisfactory    |

Unsatisfactory - Staff apparently feels alienated, frustrated and not a part of the overall City, as evidenced by an excessive amount of grievances, complaints, turnover or lack of conformance to normal work standards. Little or no evidence of staff development or motivation. Is unable to meet goals and objectives with allocated staff resources and often request additional temporary or permanent support. Does not evaluate employee performance in an effective and/or timely manner. Does not actively support EEO/AA goals and/or accepts a hostile or non-supportive environment.

**Comments:**

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**Independence of Action:**

Commendable - Consistently anticipates problems before they arise and initiates improvements to procedures without prompting. Thinks in advance, is realistic, evaluates outcomes and does not make decisions that prompt crises or have unforeseen outcomes. Knows limits and works within them, but doesn't use limits to avoid making decisions.

Commendable  
 Fully Competent  
 Needs Improvement  
 Unsatisfactory

Unsatisfactory - Apparently does not recognize problems and/or is unwilling to deal with them without prodding or before they become crises. Does not think in advance or anticipate consequences; tends to "shoot from the hip" Gives totally impractical or insensitive solutions to problems, or may refuse to make decisions because he/she is apparently "afraid of failure."

**Comments:**

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**Peer Interaction:**

Commendable - Is both a leader and a team player. Contributes to overall goals and is supportive of policy while being instrumental in building group consensus. Is aware of and contributes constructively to the overall goals and objectives of the department/division.

Commendable  
 Fully Competent  
 Needs Improvement  
 Unsatisfactory

Unsatisfactory - Is viewed as using his/her position for personal gain or advantage at the expense of peers. Tends to break down, rather than contribute to, the group consensus.

**Comments:**

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**Technical Skills:**

Commendable - Demonstrates a full understanding of the technical/operational aspects of the unit supervised. Can analyze and deal with problems in the unit and train staff in the required activities. Provides required technical support to management staff.

Commendable  
 Fully Competent  
 Needs Improvement  
 Unsatisfactory

Unsatisfactory - Cannot respond to technical matters raised by subordinates and/or peers. Must rely heavily on the expertise of subordinates and is not in a position to train subordinates in work performed.

**Comments:**

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**Communication Skills:**

<input type="checkbox"/> Commendable
<input type="checkbox"/> Fully Competent
<input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Unsatisfactory

Commendable - Written materials are well organized, logical, complete, yet concise. Oral communication is professional, credible and responsive to the thoughts and needs of others. Public presentations are effective and reflect well on the City. Listens well to others and responds accordingly. Written and oral language skills facilitate communication and provide a positive example to staff.

Unsatisfactory - Written materials are disorganized, illogical, incomplete and/or excessively long. Oral communication is imprecise, unprofessional and does not reflect responsiveness to the thoughts and needs of others, reflective of careful listening. Public presentations are ineffective and reflect poorly on the City. Written and/or oral language skills hinder communication and cannot be emulated by staff.

**Comments:**

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**Commitment to Safety:**

<input type="checkbox"/> Commendable
<input type="checkbox"/> Fully Competent
<input type="checkbox"/> Needs Improvement
<input type="checkbox"/> Unsatisfactory

Commendable - Consistently stresses safety on the job, whether in a low risk situation, such as an office setting, or in a high risk situation, such as police, fire or maintenance. Establishes departmental programs to encourage safety and employee wellness, and actively cooperates with City staff to minimize accidents, workers' compensation claims and staff time off work.

Unsatisfactory - Apparently is unconcerned with safety, as evidenced by a high level of preventable accidents and/or workers' compensation claims. Refuses to cooperate with City staff in developing or implementing safety programs and ignores safety policies and procedures.

**Comments:**

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**Accomplishment of Prior Objectives**

Summarize whether the work outcome and/or work behavior objectives for the past rating period were met. If not, indicate any circumstances that may have prevented them from being achieved.

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**Objectives for the Upcoming Rating Period:**

*- Work Objectives for the Department/Division*

*- Work Outcome and/or Work Behavior Objectives for the Employee*

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**ITEM H-2  
ATTACHMENT 2**

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**Reviewer Comments:**

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**Employee Comments:**

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**Recommendation for Action:**

Compensation - annual increase

Recommended  
 Not Recommended

Probationary Status Recommendation:

Continue Probation  
 Grant Permanent Status  
 Terminate Probation

Next review date (annual, unless probationary or 30, 60, 90 day follow-up required):

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**Certification:**

**Rater:** This report is based upon my own personal knowledge of the employee's performance and represents my best judgment and evaluation of his/her performance for the rating period.

\_\_\_\_\_  
Signature

Date

**Reviewer:** I have reviewed and attached additional comments as required.

\_\_\_\_\_  
Signature

Date

**Employee:** This report has been discussed with me and I have been given the opportunity to submit comments or to discuss it with the next level supervisor.

\_\_\_\_\_  
Signature

Date

Return this completed form to the Personnel Department after completion and employee review.

**ITEM H-2  
ATTACHMENT 2**

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(03/98/gd)

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