

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Bill Lindsay

Phone: 620-6512

Meeting Date: May 24, 2017

Final Decision Date Deadline: May 24, 2017

STATEMENT OF THE ISSUE: In accordance with Section 11.100.060(I) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, the amount of the Residential Rental Housing Fee will be determined by the City Council after a recommendation by the Board is provided to the City Council. Prior to July 1, the Board shall hold a public hearing on a proposed budget and adopt an annual budget for the ensuing fiscal year. The budget shall be funded by the Residential Rental Housing Fee. A fee study is necessary to ensure that the Residential Rental Housing Fee recommended by the Rent Board and charged to Landlords is commensurate to the level of services provided by the Rent Program.

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 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"/> Ordinance | <input type="checkbox"/> Other: <u>Training</u> |
| <input type="checkbox"/> Contract/Agreement | <input type="checkbox"/> Council 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: (1) RECEIVE and APPROVE the Fiscal Year 2016-17 and Fiscal Year 2017-18 Residential Rental Housing Fee Study; (2) ADOPT amended Fiscal Year 2016-17 and draft Fiscal Year 2017-18 Rent Program Budgets; and (3) DIRECT staff to prepare a resolution, consistent with the Rent Board's approved Fee Study and adopted FY 2016-17 and FY 2017-18 budgets, recommending to the City Council approval of the Fiscal Year 2016-17 and Fiscal Year 2017-18 Residential Rental Housing Fees at the next regularly scheduled meeting.

AGENDA ITEM NO:

H-1.



AGENDA REPORT

RENT PROGRAM

DATE: May 24, 2017

TO: Chair Gray and Members of the Rent Board

FROM: Bill Lindsay, City Manager

SUBJECT: FISCAL YEAR 2016-17 AND FISCAL YEAR 2017-18 RESIDENTIAL RENTAL HOUSING FEE STUDY AND AMENDED FISCAL YEAR 2016-17 AND DRAFT FISCAL YEAR 2017-18 RENT PROGRAM BUDGETS

STATEMENT OF THE ISSUE:

In accordance with Section 11.100.060(l) of the Richmond Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance, the amount of the Residential Rental Housing Fee will be determined by the City Council after a recommendation by the Board is provided to the City Council. Prior to July 1, the Board shall hold a public hearing on a proposed budget and adopt an annual budget for the ensuing fiscal year. The budget shall be funded by the Residential Rental Housing Fee. A fee study is necessary to ensure that the Residential Rental Housing Fee recommended by the Rent Board and charged to Landlords is commensurate to the level of services provided by the Rent Program.

RECOMMENDED ACTION:

RECEIVE and APPROVE the Fiscal Year 2016-17 and Fiscal Year 2017-18 Residential Rental Housing Fee Study; (2) ADOPT amended Fiscal Year 2016-17 and draft Fiscal Year 2017-18 Rent Program Budgets; and (3) DIRECT staff to prepare a resolution, consistent with the Rent Board's approved Fee Study and adopted FY 2016-17 and FY 2017-18 budgets, recommending to the City Council approval of the Fiscal Year 2016-17 and Fiscal Year 2017-18 Residential Rental Housing Fees at the next regularly scheduled meeting.

FISCAL IMPACT:

The estimated cost of implementing the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance is approximately \$1.2 million for FY 2016-17 and

ITEM H-1

approximately \$2.4 million for FY 2017-18. The Residential Rental Housing Fee is the Rent Board's sole source of revenue for the foreseeable future. In December 2016, the City Council authorized the City Manager to enter into a formal agreement requiring the Board to repay any funds advanced by the City to assist with Rent Program launch and administration.

DISCUSSION:

Receive an oral report and presentation from the City Manager and Management Partners.

DOCUMENTS ATTACHED:

Attachment 1 – Fee Study Report

Attachment 2 – Fee Calculations

Attachment 3 – Draft Resolution of the City Council of the City of Richmond approving the Fiscal Year 2016-17 and Fiscal Year 2017-18 Residential Rental Housing Fees

Attachment 4 – Amended FY 2016-17 and Draft FY 2017-18 Rent Program Budgets

Attachment 5 – Program Agreement: Contra Costa County Community Development Block Grant (“CDBG”) Program

Attachment 6 – Administrative Amendment to Program Agreement: Community Development Block Grant (“CDBG”) Program

Attachment 7 – Bay Area Legal Aid/Echo Third Quarter Statistics

ATTACHMENT 1



To: Mr. Bill Lindsay, City Manager, City of Richmond

From: David Jensen, Senior Manager
Christine Butterfield, Senior Management Advisor

Subject: Rent Program Fee Study

Date: May 16, 2017

Management Partners is pleased to support the City of Richmond in the implementation of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Program (Program). As you know, there are a relatively small number of cities in the State of California with active rent stabilization and tenant protection programs. Each of these programs is unique to the community needs and local political preferences. Like the detailed elements of each program design, the fee structures are different in many respects. All programs are primarily supported by user fees and most are entirely supported by user fees, as is required by the chartering ordinance (ordinance) of the Program.

Typically, landlords are required to pay the user fee, and then require reimbursement for some portion (usually one-half of the total fee spread over 12 months) from the tenant. Municipalities with rent stabilization and tenant protection programs usually find that both landlords and tenants derive some benefit from the program, with tenants gaining some protections and landlords gaining certainty about what and how the system works. To enable the program to begin effective operations as soon as possible and minimize the impact on other critical City functions, Management Partners has developed an entirely fee-based program for consideration by the Richmond Rent Board (Board).

Our approach uses a cost of service methodology to estimate necessary and reasonable annual program costs consistent with the administrative requirements set forth in the ordinance and state law. These program costs are then used to estimate a program fee that reflects a fair and reasonable relationship to the impact and benefit of the ordinance. However, because Program costs are influenced by program activity, such as number and type of tenant and landlord petitions, number of administrative hearings, and activity related to the number and type of tenant evictions, we have made general assumptions related to program activity. Additionally, in its initial year, the program will require more support from the Board as the Board (with assistance from staff) develops its policies and processes to implement those policies. As the Program accumulates history, the estimated cost allocations may be tuned appropriately in future budgets to reflect actual workload.

Costs and Fees for Public Services

Under Section 50076 of the California Government Code, fees charged for any service or regulatory activity must not exceed the reasonable cost of providing the service. Those fees must be approved by the City Council, as the legislative body, in public session. Pursuant to Richmond Municipal Code (RMC) Chapter 11.100.060 (l) (1), the Board is also responsible for recommending the Residential Rental Housing Fee to the City Council. The ordinance contemplates that the fee will fund the Program budget. Further, (RMC) Chapter 11.100.060 (n), outlines that the Board will develop and approve a budget each year prior to July 1. We anticipate these two processes will occur concurrently with the City's typical budget process.

To develop the estimates identified in this report, we spent considerable time with City staff reviewing existing and potential new administrative and organizational structures to identify those that are consistent with City practice and capable of meeting program needs. When possible, we used existing City expense information and practices including:

- Personnel compensation, pay and benefits for program staffing;
- Supplies and external services;
- Internal service charges for such items as information technology support, risk insurance costs, and office space; and
- A reserve fund to cover unknown costs and variations in fee collection with the new program.

Structure of the Fee Program

In terms of methodology the fee structure must comply with the requirements of Section 50076. Following our review of the Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance, there are two broad groups subject to the terms of the program. The first are the landlords and tenants of multiple family units for which a certificate of occupancy was issued prior to February 1, 1995 that are eligible for local rent stabilization controls under the Costa-Hawkins Rental Housing Act. Those tenants will receive rent protections under the ordinance, and those landlords will be provided with oversight on how rent adjustments may be made and a fair return on their property investments protected. The second, larger group includes all tenants who are provided with Just Cause for Eviction and other protections as defined by City ordinances, with concomitant obligations on tenants and landlords. In addition, the Board is charged under the ordinance with tracking changes in tenancy and terms of tenancy, ensuring proper notice has been delivered as required by the ordinance, and other duties related to the payment of related rental housing fees, and support for landlords and tenants in complying with the statutes.

Therefore, we propose a fee structure that captures these categories of beneficiaries along with the administrative activities and public education necessary to implement the Program. As such, the fee structure will be allocated across three general functions. Each component is linked to the cost of the underlying services. As depicted in Figure 1, Management Partners proposes the following:



- *Program Administration Function.* The costs included in this component are the base costs of the Program, staff support provided to the Board, and outreach and education activities.
- *Terminations Function.* This component includes administration of tenant termination related issues, reports, petitions, and other landlord/tenant issue resolution processes not related to rent stabilization.
- *Rent Stabilization Function.* The final component offsets the cost of collecting rent information, monitoring changes in rents, supporting the Annual General Adjustment and rent increase and decrease petition processes.

Figure 1. Fee Structure



Cost Allocation

Costs for the Program are easily identified. They include the personnel costs, supplies, and services dedicated to the Program. Program staff are only responsible for rental housing-related services and do not split their time with other city functions. In the proposed fee structure, allocating costs to each of the three general functions is critical to ensuring fair fees are developed.

Even parallels with peer agencies provide minimal insight to what the workload will be because of the differences in the communities, enabling ordinances, and Board policies. The estimated allocation of costs is 40% to administration, 10% to terminations, and 50% to rent-related issues. Costs can be allocated on an employee-by-employee or line item basis. Although the broad allocation estimate is 40%/10%/50%, individual employees can be expected to contribute differently to each function.



In the startup year, the executive director is likely to spend at least 50% of his or her time on administrative issues. The most senior staff are expected to contribute approximately 40% of their time as policies are proposed by staff and developed and approved by the Board, publications and business processes are developed, and staff are trained.

Peer city programs do not track services related to most routine terminations, but consider it to be a negligible volume of work, although Rent Board staff in Richmond have spent a great deal of time on termination questions since the start of the Program. That is expected to level off as landlords and tenants become familiar with the terms of the just-cause protections and broader rental housing program. The largest block of time is spent on rent-related issues, from setting the increase levels allowed each year, to adjudicating rent disputes, processing fair-return petitions, and enforcing violations of the rent limits.

Fee Exemptions

Certain types of rental housing are exempt from rent control ordinances under the Costa-Hawkins Rental Housing Act but in the context of this report, the term “exempt units” refers to those rental units that have been exempted from the payment of Program fees under the Richmond Municipal Code or policies of the Board.

The ordinance expressly excludes all government-owned housing from its provisions. In addition, the Board has the authority to exempt other subsidized housing from its provisions. Contra Costa County tax assessor’s records indicates a total of 24,547 rental units in Richmond. The majority of those units are single family homes, condominiums, or multiple family units not subject to the rent stabilization terms of the ordinance, i.e. multi-family units for which a certificate of occupancy was issued after February 1995. Accordingly, the county tax records indicate 10,469 units are subject to rent stabilization. The Richmond Housing Authority owns or operates 250 units of low-income housing in its program portfolio and those units, as mentioned, are exempt from the Ordinance

Many other rent stabilization programs throughout the state also exclude rental units in the Section 8 housing voucher program from rent stabilization provisions under the logic that the Section 8 program provides mechanisms that accomplish the goal of protecting tenants from excessive increased rent impacts. Moreover, the ordinance does not exclude Section 8 housing from the just-cause provisions. In January 2017, Richmond Housing Authority staff reported the housing authority’s contract with the U.S. Department of Housing and Urban Development (HUD) limits the authority to 1,851 participating units in the Section 8 voucher program. This study assumes Section 8 units will be exempt from rent stabilization fees but not termination and base administration fees. However, the Board is free to adopt a policy that does not exclude Section 8 units from rent stabilization.



Fee Development

Management Partners proposes a startup fee consisting only of the administrative and termination components to be implemented in FY 2016-17 that offsets the Program budget approved by the City Council in December 2016, covering the period from January through June 2017. That fee is applied equally to all rental units because all units are subject to those provisions. The startup budget of \$1,150,620 spread over the City's 24,547 non-exempt rental units corresponds to a startup fee for FY 2016-17 of \$46.87 per unit.

The City Council appointed a Board on April 26, 2017. Therefore, in FY 2017-18, the Program will operate for a 12-month period. During that time, the Board will recruit and appoint an executive director and any other necessary staff. However, until the Program is fully staffed, the City of Richmond staff recommend a budget of \$2,425,355 for FY 2017-18. The fee components and estimates of the units to which the fees are applied are shown in Table 1 below.

Table 1. 2018 Proposed Budget and Fees

	Applicable Units	Exempt Units	Units Applied	Proposed Fee for Applicable Units	Total Fee	Budget
FEES						
Units Subject to Rent Stabilization	10,469	2,101	8,368	\$142.82	\$192.94	\$1,195,091
All Rental Units	24,797	250	24,547	\$50.12	\$50.12	\$1,230,264
				Total Fee Revenue		\$2,425,355
EXPENDITURES						
				Personnel Expenses		\$979,497
				Operating Expenses		\$960,787
				Reserves		\$485,071
				Total Expenditures		\$2,425,355

Other Rental Housing Services: Fees and Fee Collection

In addition to the Program fee (i.e., Rental Housing Fee), the City of Richmond provides additional services to rental housing business operators that also require cost recovery fees. These include the business license tax, rental housing safety inspections, and fire safety inspections. Traditionally, each of these fees has been collected independently because they were provided by a different organizational unit within the City and each operated on its own schedule.

Section 11.100.060 (l) of the ordinance requires that landlords pay these fees to comply with the Program and before any petition for a rent increase can be heard. City staff are working on



integrating the Program fee with the due dates of the other rental housing operator programs and fees so landlords receive a single bill. Additionally, payment of all fees is required by the ordinance for landlords to implement rent increases. Tracking payment history across different systems and processes is difficult and errors are likely to occur. The single, full rental housing program bill, including the charges for business license taxes and safety inspections, is a goal of the City. This consolidation will be more convenient for landlords and more efficient for City operations. Bills containing the business license fees and rental housing fees at a minimum is to be issued in the month of October beginning this year. The October bill will include rental housing fee for Fiscal Year 2016-2017 as well as the other fees for Fiscal Year 2017-2018.

Partial Pass-Through of Fees

Most of the peer city programs allow landlords to pass up to 50% of the current program fee to non-exempt tenants; [R.M.C. 11.100.060(l)(1)] states that landlords must pay the fee. In the peer cities, landlords all pay the fee once a year but recover the 50% divided over each month's rent as indicated in Table 2. The Board may choose to implement a similar policy, allowing partial recovery of fees from tenants over the course of a year.

Comparison with other Rent Stabilization Fees: Program and Services

Program Fees

The cost of rent stabilization programs throughout the state vary depending on the complexity of the programs; degree of oversight provided; size of the city; and subsidies from the general fund, grants or other related service fees charged. A summary of rent stabilization program fees is provided in Table 2 on the next page.

Berkeley, Santa Monica, and East Palo Alto charge higher fees than proposed here as they provide a higher degree of oversight and track the rents charged for each program unit. The programs in those cities require landlords to report every change in tenancy and rent. The cities monitor rents very closely, and provide many support services for both landlords and tenants.

Based on our review, the City of West Hollywood's program elements appear to parallel those contemplated in the City of Richmond Program. West Hollywood tracks only new tenancies and does not track rents by unit on an ongoing basis. Not surprisingly, the proposed Program fee is similar to the West Hollywood program fee.

Service Fees

Several of the rent stabilization programs in the state charge service fees in addition to the program fee. For example, relocation process-related fees are occasionally charged. Those fees often cover just the cost of a relocation service to assist the displaced tenants. One or two cities offset their internal costs with such fees, but most internal costs are offset in the yearly rental unit fee as indicated here. Other cities charge fees for some hearing-related petitions or for mediation services. The ordinance contemplates adding fees related to relocations. As the



program matures in the City of Richmond, the Board may choose to recommend such additional fees as the policies of the Board are implemented and historical data is collected on the nature of the work required to support the program.

Conclusion

Management Partners has proposed this fee program to provide the City of Richmond with a solid revenue stream for the initial months of operation to provide revenues necessary for the operation of Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection program. If this fee were adopted, the City's General Fund will be reimbursed for the costs it has assumed to run the program following the effective date of the Ordinance and, a going forward basis, the City's General Fund will not subsidize the program's costs. Rate changes and additional fees may become necessary as the City accumulates historical data on the needs of the community and the program.



Table 2. Fees in Peer Rent Stabilization Programs

	Berkeley	Santa Monica	East Palo Alto	Los Angeles	Oakland	West Hollywood	Alameda	San Francisco	Richmond
Program Budget	\$4,863,500	\$5,026,553	\$637,370	\$22,347,942	\$2,950,000	\$1,900,000	\$1,939,248	\$6,942,409	\$2,425,355
Rent Stabilized Units	19,093	27,542	2,325	631,000	65,000	16,805	14,899	173,000	8368
Fees (per units)	\$234/year	\$175/year	\$234/year	\$25/year	\$68/year	\$120/year	New program; fees not yet established	\$40 apartment; \$20 residential hotel room	\$192.94 rent stabilized, \$50.12 all other rentals
Who pays the fees?	Landlord	Landlord	Landlord	Landlord	Landlord	Landlord	Not established	Landlord	Landlord
Exemptions	Government subsidized housing, non-profit housing	Government subsidized housing	All Section 8	City-owned Section 8 only	Government subsidized housing	Government subsidized housing	Not established	Government subsidized housing	Government owned and operated
Portion Passed-Through to Tenants	50%; City may reimburse low-income tenants	50%	50%	50%	50%	50% (No pass through for Section 8 tenants)	Not yet established	50%	



AMENDED FISCAL YEAR 2016-17 and DRAFT 2017-18 RENT PROGRAM BUDGETS

AMENDED FISCAL YEAR 2016-17 and DRAFT 2017-18 RENT PROGRAM BUDGETS																							
										DRAFT FY 2017/2018	AMENDED FY 2016/2017 (7 Months)												
REVENUE										FEE COMPONENTS													
										Applicable Units	Exempt Units	Charged Units	Proposed Fees FY 2017-2018	Costs Recovered	Proposed Fee FY 2016-2017	Costs Recovered	Program Fee Part	Terminations Fee Part	Rent Stabilization Fee Part				
Rent Stabilized Unit Fees										10469	2101	8368	\$ 142.82	\$ 1,195,091			\$ 38.23	\$ 11.88	\$ 142.82				
All Rental Unit Fees										24797	250	24547	\$ 50.12	\$ 1,230,264	\$ 46.87	\$ 1,150,433			\$ 50.12				
													\$ 2,425,355		\$ 1,150,433			\$ 192.94					
EXPENDITURES										COST ALLOCATION													
										2017-2018	2016-2017												
Personnel - Salary & Benefits										Salary (Step 3)/ Month	Annual Salary (Months Budgeted)	Benefits (at 55% of Salary)	Annual Salary & Benefits	# of employees (FTE)	COMPENSATION	Salary Ranges	Alloc %	Program	Alloc %	Terminations	Alloc %	Rent	
Possible Positions, Titles, & Expenses											12	0.55				Salary Assumptions							
Executive Director										\$ 11,554	\$ 138,650	\$ 76,258	\$ 214,908	1	\$ 214,908.12	\$ 68,225	\$8,087 - \$12,873 (4 month estimate)	50.0%	\$ 107,454	10.0%	\$ 21,491	40.0%	\$ 85,963
Senior Management Analyst*										\$ 8,247	\$ 98,964	\$ 54,430	\$ 153,394	1	\$ 153,394.20	\$ 85,368	\$7,158 \$7,496 \$7,868 \$8,247 \$8,657	40.0%	\$ 61,358	10.0%	\$ 15,339	50.0%	\$ 76,697
Management Analyst I/II*										\$ 7,315	\$ 87,780	\$ 48,279	\$ 136,059	1	\$ 136,059.00	\$ 75,700	\$6,357 \$6,674 \$6,977 \$7,315 \$7,684	40.0%	\$ 54,424	10.0%	\$ 13,606	50.0%	\$ 68,030
Management Analyst I/II*										\$ 7,315	\$ 87,780	\$ 48,279	\$ 136,059	1	\$ 136,059.00	\$ 75,700	\$6,357 \$6,674 \$6,977 \$7,315 \$7,684	40.0%	\$ 54,424	10.0%	\$ 13,606	50.0%	\$ 68,030
Associate/Administrative Analyst*										\$ 7,315	\$ 87,780	\$ 48,279	\$ 136,059	1	\$ 136,059.00		\$4,910 \$5,115 \$5,360 \$5,602 \$5,873	30.0%	\$ 40,818	10.0%	\$ 13,606	60.0%	\$ 81,635
Admin Trainee *										\$ 5,914	\$ 70,968	\$ 39,032	\$ 110,000	1	\$ 110,000.40	\$ 61,293	\$3,685 \$3,829 \$3,983 \$4,151 \$4,325	30.0%	\$ 33,000	10.0%	\$ 11,000	60.0%	\$ 66,000
Code Enforcement Officer I* (duties shall include the issuance of citations and liens for non-compliance with payment of fees approved by City Council)										\$ 2,689	\$ 32,262	\$ 17,744	\$ 50,006	0.5	\$ 50,006.10		\$4,727 \$4,940 \$5,159 \$5,377 \$5,577	100.0%	\$ 50,006				
Admin Intern (P/T - 15 hrs./wk.)										\$ 1,292	\$ 15,506			1	\$ 15,505.56	\$ 8,295	15.54 17.20 18.81 20.51 22.07	30.0%	\$ 4,652	10.0%	\$ 1,551	60.0%	\$ 9,303
Admin Intern (P/T - 15 hrs./wk.)										\$ 1,292	\$ 15,506			1	\$ 15,505.56	\$ 8,295	15.54 17.20 18.81 20.51 22.07	30.0%	\$ 4,652	10.0%	\$ 1,551	60.0%	\$ 9,303
Overtime/Comp Time															\$ 12,000.00	\$ 10,000		30.0%	\$ 3,600	10.0%	\$ 1,200	60.0%	\$ 7,200
*Titles subject to final review by the Human Resources Department																							
TOTAL PERSONNEL EXPENSES													8.5	\$ 979,497	\$ 392,876		\$ 414,386		\$ 92,949		\$ 472,162		
Professional Services and Administrative Costs										COSTS		COMMENTS											
400201 Professional Services																							
Management Partners															\$ 20,000	\$ 128,500	Analytical and policy development support for program implementation	40.0%	\$ 8,000	10.0%	\$ 2,000	50.0%	\$ 10,000
Relocation (OPC Contract)															\$ 10,000	\$ 10,000	Relocation assistance to provide counseling support and services to Tenants, as may be determined by policy of the Rent Board.	40.0%	\$ 4,000	10.0%	\$ 1,000	50.0%	\$ 5,000
Mediation (Contract)															\$ 60,000	\$ 15,000	Mediation services to provide a mediation option for Landlords and Tenants to potentially reduce demands for formal hearings, as may be determined by policy of the Rent Board; Assumes 8 cases per month, \$100/hr., 6 hours maximum.	40.0%	\$ 24,000	10.0%	\$ 6,000	50.0%	\$ 30,000
Hearing Officers (Contract)															\$ 80,000	\$ 20,000	Hearing Officer services to ensure that hearings are administered in accordance with adopted Rent Board rules and procedures (Contract or Employee - does not include benefits, cost pool, or risk management). Assumes 2 hours per case @ \$220/hour.	40.0%	\$ 32,000	10.0%	\$ 8,000	50.0%	\$ 40,000
Outside Legal Counsel (Measure L litigation)															\$ 50,000	\$ 50,000	Outside legal counsel to respond to litigation pertaining to the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance. Previous litigation was dismissed without prejudice on Saturday, May 6, 2017. Reflects estimate for anticipated future litigation.	40.0%	\$ 20,000	10.0%	\$ 5,000	50.0%	\$ 25,000

	Legal Services and/or Additional Legal Counsel		\$ 135,494	\$ 20,000	Legal services to provide assistance to Tenants that have paid the Maximum Allowable Rent, are being evicted (Unlawful Detainer), and are able to provide evidence that their Landlord is not in compliance with the Fair Rent, Just Cause for Eviction, and Home Owner Protection Ordinance, as may be determined by policy of the Rent Board (Contract or Employee). NOTE: FY17-18 .60 FTE (~3 days a week) Assistant City Attorney salary and benefits, but does not include cost pool or risk management.	0.0%	\$ -	50.0%	\$ 67,747	50.0%	\$ 67,747
	Rent Program Legal Counsel		\$ 160,000	\$ 40,000	Legal Counsel to assist with training, daily operations, reviewing regulations, assisting with compliance and enforcement of the Ordinance, Excess Rent Complaints, Rent Adjustment Petitions, and the hearing process. Assumes approximately 12 hours per week .	40.0%	\$ 64,000	10.0%	\$ 16,000	50.0%	\$ 80,000
	Translation Services (Contract)		\$ 30,000	\$ 10,000	Translation services to ensure that all forms and notices are available in both English and Spanish, at a minimum, and for oral translation, as it may be advantageous for administration. Assumes 9,000 words per month @ \$0.14/word and 25 hours of verbal translation @ \$50.00/hour.	40.0%	\$ 12,000	10.0%	\$ 3,000	50.0%	\$ 15,000
	Community Education		\$ 20,000	\$ 5,000	LEAP Digital Rent Program Literacy Proposal & other outreach activities.	40.0%	\$ 8,000	10.0%	\$ 2,000	50.0%	\$ 10,000
400242	Mileage		\$ 1,000		Use of City pool car.	40.0%	\$ 400	10.0%	\$ 100	50.0%	\$ 500
400243	Training / Conferences		\$ 15,000		Legal and professional trainings (e.g. dispute resolution, handling of sensitive information) for staff, attendance at conferences.	40.0%	\$ 6,000	10.0%	\$ 1,500	50.0%	\$ 7,500
400244	Cell Phone		\$ 1,200		Assumed for (FY 2017-18.)	40.0%	\$ 480	10.0%	\$ 120	50.0%	\$ 600
400262	Books & Subs		\$ 200		Educational and reference materials	40.0%	\$ 80	10.0%	\$ 20	50.0%	\$ 100
400271	Ad & Promotional materials		\$ 2,000		Posting of community events and other information in publications	40.0%	\$ 800	10.0%	\$ 200	50.0%	\$ 1,000
	Subtotal Professional Services & Administrative Costs		\$ 584,894	\$ 298,500			\$ 179,760		\$ 112,687		\$ 292,447
	Information Technology Expenses										
	Startup Costs Year 1 and 2		\$ 29,500	\$ 27,399	Estimated startup costs.	40.0%	\$ 11,800	10.0%	\$ 2,950	50.0%	\$ 14,750
	Annual IT Costs (Including replacement funding)		\$ 18,683	\$ 12,452	General PC software and costs	40.0%	\$ 7,473	10.0%	\$ 1,868	50.0%	\$ 9,342
	IT Support		\$ -	\$ 19,000	IT staff support not included in city cost	40.0%	\$ -	10.0%	\$ -	50.0%	\$ -
	Subtotal Information Technology Expenses		\$ 48,183	\$ 58,851	51,471.50		\$ 19,273		\$ 4,818		\$ 24,092
	Other Operating Expenses										
400231	Postage & Mailing		\$ 75,000	\$ 50,000	Costs of mailing include production, printing, proofing, and postage (assumes ~\$25,000 per mailing.)	40.0%	\$ 30,000	10.0%	\$ 7,500	50.0%	\$ 37,500
400233	Copying & Duplicating		\$ 50,000	\$ 10,000	Bulk printing of materials for public outreach and information	40.0%	\$ 20,000	10.0%	\$ 5,000	50.0%	\$ 25,000
400304	Rental Exp - XEROX		\$ 5,000	\$ 3,500	Cost of rental and maintenance of Xerox machines in 440 Civic Center Plaza.	40.0%	\$ 2,000	10.0%	\$ 500	50.0%	\$ 2,500
400322	Misc. Exp		\$ 10,000		Miscellaneous expenses associated with program development and operations (FY 2017-18.)	40.0%	\$ 4,000	10.0%	\$ 1,000	50.0%	\$ 5,000
400341	Office Supplies and Furniture		\$ 6,000	\$ 1,000	Cost of general office supplies, timestamp, and office furniture (e.g. desk chairs.)	40.0%	\$ 2,400	10.0%	\$ 600	50.0%	\$ 3,000
	Subtotal Other Operating Expenses		\$ 146,000	\$ 64,500			\$ 58,400		\$ 14,600		\$ 73,000
	Cost Pool and Risk Management			\$ 105,620							

ATTACHMENT 2

	General Liability and Worker's Comp		\$ 52,981	\$ 43,631	FY 17/18 Workers Compensation - \$2,748 per employee, General Liability - \$3,485 per employee (combined total \$6,233 per employee.) 7 FTEs FY 16-17; 7.5 FTEs FY 17-18	40.0%	\$ 21,192	10.0%	\$ 5,298	50.0%	\$ 26,491
	Space at 440 Civic Center Plaza		\$ 52,275	\$ 30,179	Space at 440 CCP is based on the percentage of total square footage occupied. This percentage is then applied to the total annual debt service. Rent Program is presumed to occupy 0.9% of Civic Center's total square footage. The percentage was applied to the total annual debt service for FY 2016-17 to determine the cost.	40.0%	\$ 20,910	10.0%	\$ 5,228	50.0%	\$ 26,138
	Indirect Cost		\$ 51,454	\$ 31,810	Indirect Costs are charges allocated to City Departments to reimburse the General Fund for administrative services by central service departments (i.e. City Council, City Manager, City Attorney, City Clerk, Finance, HR, etc.) Allocations are determined in the City's cost allocation plan completed by an external consultant. Since the Rent Program dept. is new, it was not included in the current cost allocation plan. Staff recommended using the allocation of a department similar in size. In this case, the City Manager's Office was used as the basis.	40.0%	\$ 20,582	10.0%	\$ 5,145	50.0%	\$ 25,727
	SLIP Policy		\$ 25,000		General liability policy for the Rent Control program (FY 2017-18.)	40.0%	\$ 10,000	10.0%	\$ 2,500	50.0%	\$ 12,500
	Subtotal Cost Pool + Risk Management		\$ 181,710	\$ 105,620			\$ 72,684		\$ 18,171		\$ 90,855
	TOTAL OPERATING EXPENSES		\$ 960,787	\$ 527,471			\$ 330,117		\$ 150,276		\$ 480,394
	Reserves										
	Operating Reserve (17%)		\$ 329,848	\$ 156,459	As recommended by the Government Finance Officers Association (GFOA.)	40.0%	\$ 131,939	10.0%	\$ 32,985	50.0%	\$ 164,924
	Risk Reserve (8%)		\$ 155,223	\$ 73,628	Risk Management reserve fund.	40.0%	\$ 62,089	10.0%	\$ 15,522	50.0%	\$ 77,611
	Subtotal Reserves		\$ 485,071	\$ 230,087			\$ 194,028		\$ 48,507		\$ 242,536
	TOTAL		\$ 2,425,355	\$ 1,150,433			\$ 938,532		\$ 291,733		\$ 1,195,091
					Effective allocation rate		38.70%		12.03%		49.27%

ATTACHMENT 3

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RICHMOND APPROVING THE FISCAL YEAR 2016-17 AND FISCAL YEAR 2017-18 RESIDENTIAL RENTAL HOUSING FEES

WHEREAS, the “Richmond Fair Rent, Just Cause for Eviction and Homeowner Protection Ordinance” initiative was passed by the voters in the City of Richmond on November 8, 2016; and

WHEREAS, the Richmond City Council has adopted and will adopt various ordinances and resolutions, such as those concerning relocation payments to displaced tenants, that implement the Ordinance; and

WHEREAS, the Ordinance provides that all landlords (as defined in the Ordinance) will pay a Residential Rental Housing Fee for the purposes of funding the rent program contemplated by the Ordinance and the amount of which will be determined by the Richmond City Council after a recommendation by the Rent Board is provided to the City Council; and

WHEREAS, the City has contracted with Management Partners to prepare a program staffing, cost and fee estimate to determine (a) the amount of staffing and other costs required to operate the program, (b) the amount of money that will be necessary to fund for Fiscal Year 2016-17 and for Fiscal Year 2017-18 the various programs made necessary by the Ordinance (“the Fee Study”) and (c) the amount of the fee (“the Residential Rental Housing Fee”) that will need to be imposed on landlords in order to fund the various programs; and

WHEREAS, as part of the Fee Study, Management Partners worked closely with the City’s Rent Board and other City staff members to understand all of the administrative and enforcement procedures necessary to administer the Ordinance; and

WHEREAS, the Fee Study demonstrates that the amount of the fee to be imposed on landlords is a function of:

- The number of rental units subject to the Ordinance
- The amount of staffing to administer the programs (e.g. receiving and tracking rent related information, reviewing requests for rent adjustments, reviewing tenancy termination notices, scheduling hearings when petitions are filed, billing and collection)
- Contracted services (e.g. legal counsel, hearing officers, translators, etc.)
 - Materials and supplies to support the administration of the programs (including office space and utilities, program software, printing, postage, office equipment, etc.); and

WHEREAS, Management Partners, by conducting a rigorous analysis of the existing rental units that will be subject to the Ordinance, determined that 24,547 rental units in the City will be subject to the Ordinance (and hence, subject to a Residential Rental Housing Fee); and

ATTACHMENT 3

WHEREAS, the costs associated with the administration and regulation of the Ordinance include direct and indirect labor costs, contracted services, and supply cost and the Fee Study confirms that the tasks and estimated associated labor hours, as originally developed by Management Partners and the City staff members, are reasonable and accurate; and

WHEREAS, the Fee Study determined the costs attributable to the Ordinance are estimated for Fiscal Year 2016-17 to be \$1,150,433; and

WHEREAS, the Fee Study determined the costs attributable to the Ordinance are estimated for Fiscal Year 2017-18 to be \$2,425,355; and

WHEREAS, based on the Fee Study, Rent Board staff members recommended that a program budget of \$1,150,433 for Fiscal Year 2016-17 be established and a Residential Rental Housing Fee of \$46.87 be imposed for rental unit; and

WHEREAS, based on the Fee Study, Rent Board staff members recommended that a program budget of \$2,425,355 for Fiscal Year 2017-18 be established and a Residential Rental Housing Fee of \$192.94 be imposed for each rental unit subject to the rent control and just cause provisions of the Ordinance and a Residential Rental Housing Fee of \$50.12 be imposed for each rental unit subject only to the just cause provisions of the Ordinance; and

WHEREAS, the Residential Rental Housing Fee would be charged annually to landlords on a per rental unit basis and would be billed in October of each year, along with the business license tax and safety inspection fees; and

WHEREAS, if the Residential Rental Housing Fees were not imposed on landlords, the City's General Fund would absorb the cost to administer the various programs which would be an unfair burden on taxpayers of the community who neither own rental property nor are renters; and

WHEREAS, for the reasons stated in the agenda report of May 24, 2017, adoption of this resolution is not subject to review under the California Environmental Quality Act.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Richmond that that the City Council approves, adopts and imposes for Fiscal Year 2016-17 a Residential Rental Housing Fee of \$46.87 on every landlord in the City of Richmond for each rental unit subject to the Ordinance.

Section 2. The City Council approves, adopts and imposes for Fiscal Year 2017-18 a Residential Rental Housing Fee of (a) \$192.94 on every landlord in the City of Richmond for each rental unit subject to the rent control and just cause provisions of the Ordinance and (b) \$50.12 on every landlord in the City of Richmond for each rental unit subject only to the just cause provisions of the Ordinance.

ATTACHMENT 3

Section 3. The Rent Board shall evaluate the Residential Rental Housing Fee from time to time and at least once every fiscal year to ensure that the Residential Rental Housing Fee reflects the cost to administer the various programs under the Ordinance.

Section 4. This Resolution is effective immediately upon its adoption.

I certify that the foregoing resolution was passed and adopted by the Council of the City of Richmond at a regular meeting thereof held December 20, 2016, by the following vote:

AYES:

NOES:

ABSTENTIONS:

ABSENT:

CLERK OF THE CITY OF RICHMOND
(SEAL)

Approved:

Mayor

Approved as to form:

City Attorney
State of California }
County of Contra Costa } : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No.** _____, finally passed and adopted by the City Council of the City of Richmond at a regular meeting held on June 6, 2017.

Pamela Christian, Clerk of the City of Richmond

AMENDED FISCAL YEAR 2016-17 and DRAFT 2017-18 RENT PROGRAM BUDGETS

							DRAFT FY 2017-18	AMENDED FY 2016-17 (7 months)	Comments
Personnel - Salary & Benefits									
	Salary (Step 4)/ Month	Annual Salary	Benefits (at 55% of Salary)	Annual Salary & Benefits	TOTAL (1 employee)	% FTE			
Possible Positions, Titles, & Expenses		12	0.55						Salary Assumptions (Started at Step III in FY 16-17; Step IV in FY 17-18)
Executive Director	\$ 11,554	\$ 138,650	\$ 76,258	\$ 214,908	\$ 214,908	100%	\$ 214,908	\$ 68,225	\$8,087 - \$12,873 (4 month estimate FY 16-17)
Senior Management Analyst*	\$ 8,247	\$ 98,964	\$ 54,430	\$ 153,394	\$ 153,394	100%	\$ 153,394	\$ 85,368	\$7,158 \$7,496 \$7,868 \$8,247 \$8,657
Management Analyst I/II*	\$ 7,315	\$ 87,780	\$ 48,279	\$ 136,059	\$ 136,059	100%	\$ 136,059	\$ 75,700	\$6,357 \$6,674 \$6,977 \$7,315 \$7,684
Management Analyst I/II*	\$ 7,315	\$ 87,780	\$ 48,279	\$ 136,059	\$ 136,059	100%	\$ 136,059	\$ 75,700	\$6,357 \$6,674 \$6,977 \$7,315 \$7,684
Assistant/Associate Administrative Analyst*	\$ 7,315	\$ 87,780	\$ 48,279	\$ 136,059	\$ 136,059	100%	\$ 136,059		\$6,357 \$6,674 \$6,977 \$7,315 \$7,684
Administrative Trainee*	\$ 5,914	\$ 70,968	\$ 39,032	\$ 110,000	\$ 110,000	100%	\$ 110,000	\$ 61,292	\$3,685 \$3,829 \$3,983 \$4,151 \$4,325
Code Enforcement Officer I* (duties shall include the issuance of citations and liens for non-compliance with payment of fees approved by City Council)	\$ 2,689	\$ 32,262	\$ 17,744	\$ 50,006	\$ 50,006	50%	\$ 50,006		\$4,727 \$4,940 \$5,159 \$5,377 \$5,577
Administrative Student Intern (P/T - 15 hrs./wk.)	\$ 1,292	\$ 15,506				50%	\$ 15,506	\$ 8,295	\$15.54 \$17.20 \$18.81 \$20.51 \$22.07
Administrative Student Intern (P/T - 15 hrs./wk.)	\$ 1,292	\$ 15,506				50%	\$ 15,506	\$ 8,295	\$15.54 \$17.20 \$18.81 \$20.51 \$22.07
Overtime/Comp Time*							\$ 12,000	\$ 10,000	
<i>*Titles subject to final review by the Human Resources Department</i>									
TOTAL PERSONNEL EXPENSES						7.5	\$ 979,497	\$ 392,876	
Cost Pool and Risk Management:									
General Liability and Worker's Comp							\$ 52,981	\$ 43,631	FY 17/18 Workers Compensation - \$2,748 per employee, General Liability - \$3,485 per employee (combined total \$6,233 per employee.) 7 FTEs FY 16-17; 7.5 FTEs FY 17-18
Space at 440 Civic Center Plaza							\$ 52,275	\$ 30,179	Space at 440 CCP is based on the percentage of total square footage occupied. This percentage is then applied to the total annual debt service. Rent Program is presumed to occupy 0.9% of Civic Center's total square footage. The percentage was applied to the total annual debt service for FY 2016-17 to determine the cost.
Indirect Cost							\$ 51,454	\$ 31,810	Indirect Costs are charges allocated to City Departments to reimburse the General Fund for administrative services by central service departments (i.e. City Council, City Manager, City Attorney, City Clerk, Finance, HR, etc.) Allocations are determined in the City's cost allocation plan completed by an external consultant. Since the Rent Program dept. is new, it was not included in the current cost allocation plan. Staff recommended using the allocation of a department similar in size. In this case, the City Manager's Office was used as the basis.
Supplemental Liability Insurance Policy (SLIP)							\$ 25,000		General liability policy for the Rent Control program (FY 2017-18.)
Sub-Total Cost Pool + Risk Management							\$ 181,710	\$ 105,620	

		DRAFT FY 2017-18	AMENDED FY 2016-17 (7 months)	Comments
IT Expenses:				
Startup Costs Year 1 and 2		\$ 29,500	\$ 27,399	Estimated startup costs.
Annual IT Costs (Including replacement funding)		\$ 18,683	\$ 12,452	General PC software and costs.
IT Support		\$ -	\$ 19,000	Additional IT staff support.
Sub-Total IT Expenses		\$ 48,183	\$ 58,851	
Legal Costs				
Outside Legal Counsel (Litigation)		\$ 50,000	\$ 50,000	Outside legal counsel to respond to litigation pertaining to the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance. Previous litigation was dismissed without prejudice on Saturday, May 6, 2017. The budgeted amount reflects estimate for anticipated future litigation.
Rent Program Legal Counsel		\$ 160,000	\$ 40,000	Legal Counsel to assist with training, daily operations, reviewing regulations, assisting with compliance and enforcement of the Ordinance, Excess Rent Complaints, Rent Adjustment Petitions, and the hearing process. Assumes approximately 12 hours per week (3 months for FY 16/17) @ \$250/hour.
Legal Services and/or Additional Legal Counsel		\$ 135,494	\$ 20,000	Legal services to provide assistance to Tenants that have paid the Maximum Allowable Rent, are being evicted (Unlawful Detainer), and are able to provide evidence that their Landlord is not in compliance with the Fair Rent, Just Cause for Eviction, and Home Owner Protection Ordinance, as may be determined by policy of the Rent Board (Contract or Employee). NOTE: FY17-18 .60 FTE (~3 days a week) Assistant City Attorney salary and benefits, but does not include cost pool or risk management.
Sub-Total Legal Expenses		\$ 345,494	\$ 110,000	
Other Operating Expenses				
Postage & Mailing		\$ 75,000	\$ 50,000	Costs of mailing include production, printing, proofing, and postage (assumes ~\$25,000 per mailing.)
Copying & Duplicating		\$ 50,000	\$ 10,000	Bulk printing of materials for public outreach and information.
Copy Machine Rental		\$ 5,000	\$ 3,500	Cost of rental and maintenance of Xerox machines in 440 Civic Center Plaza.
Miscellaneous Expenses		\$ 10,000		Miscellaneous expenses associated with program development and operations (FY 2017-18.)
Office Supplies and Furniture		\$ 6,000	\$ 1,000	Cost of general office supplies, timestamp, and office furniture (e.g. desk chairs.)
Sub-Total Other Operating		\$ 146,000	\$ 64,500	
Professional and Admin Services				
Professional Service Contracts:				
Management Partners		\$ 20,000	\$ 128,500	Professional services and technical assistance to assist with startup program design, processes, and administration. Services are likely to conclude by the end of FY 2017-18.

							DRAFT FY 2017-18	AMENDED FY 2016-17 (7 months)	Comments
Professional and Admin Services (continued)									
Relocation Assistance							\$ 10,000	\$ 10,000	Relocation assistance to provide counseling support and services to Tenants, as may be determined by policy of the Rent Board.
Mediation Services							\$ 60,000	\$ 15,000	Mediation services to provide a mediation option for Landlords and Tenants to potentially reduce demands for formal hearings, as may be determined by policy of the Rent Board; Assumes 8 cases per month, \$100/hr., 6 hours maximum.
Hearing Officer Services							\$ 80,000	\$ 20,000	Hearing Officer services to ensure that hearings are administered in accordance with adopted Rent Board rules and procedures (Contract or Employee - does not include benefits, cost pool, or risk management). Assumes 2 hours per case @ \$220/hour.
Translation Services							\$ 30,000	\$ 10,000	Translation services to ensure that all forms and notices are available in both English and Spanish, at a minimum, and for oral translation, as it may be advantageous for administration. Assumes 9,000 words per month @ \$0.14/word and 25 hours of verbal translation @ \$50.00/hour.
Community Education							\$ 20,000	\$ 5,000	LEAP Digital Rent Program Literacy Proposal and other outreach activities.
Mileage							\$ 1,000		Use of City pool car (FY 2017-18.)
Training / Conferences							\$ 15,000		Legal and professional trainings (e.g. dispute resolution, handling of sensitive information) for staff, attendance at conferences (FY 2017-18.)
Cell Phone							\$ 1,200		Assumed for (FY 2017-18.)
Books							\$ 200		Educational and reference materials (FY 2017-18.)
Ad & Promotional materials							\$ 2,000		Posting of community events and other information in publications (FY 2017-18.)
Sub-Total Professional & Admin							\$ 239,400	\$ 188,500	
TOTAL OPERATING EXPENSES							\$ 960,787	\$ 527,471	
Reserves:									
Operating Reserve (17%)							\$ 329,848	\$ 156,459	AS recommended by the Government Finance Officers Association (GFOA.)
Risk Reserve (8%)							\$ 155,223	\$ 73,628	Risk Management reserve fund.
Sub-Total Reserves							\$ 485,071	\$ 230,087	
GRAND TOTAL							\$ 2,425,355	\$ 1,150,433	

ATTACHMENT 5

15-01-PS

PROGRAM AGREEMENT CONTRA COSTA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THIS PROGRAM AGREEMENT (“Agreement”) is entered into as of **July 1, 2015** by and between **Contra Costa County**, a political subdivision of the State of California (herein called the "County"), and **Bay Area Legal Aid**, a California non-profit corporation (herein called the "Subrecipient").

WHEREAS, the County has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended (“HUD Act”); and

WHEREAS, the County wishes to engage the Subrecipient to assist the County in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG Year [41] **Tenant Landlord Housing Services Collaborative** (herein called the “Program”) in a manner satisfactory to the County and consistent with any standards required as a condition of providing these funds, including the FY 2015/16 funding application. Such program will include the following activities eligible under the Community Development Block Grant Program:

1. Subrecipient will provide landlord/tenant counseling services and/or legal services to County tenants and landlords on their rights and responsibilities under federal, state and local housing laws.
2. **General Administration.** The Subrecipient will provide program management and general administrative services to support the Program as described above. Administrative support includes but is not limited to the following: data collection and analysis, preparation and submission of quarterly, close-out reports, and Board of Directors meeting minutes, budget preparation and submission of demands for reimbursement, and any other function that will ensure compliance with this Program Agreement and applicable Federal regulations as expressed herein.

B. National Objectives

The Subrecipient certifies, and agrees to maintain documentation that demonstrates, that the activities carried out with funds provided under this Agreement meet one or more of the CDBG Programs national objectives (1) benefit low/moderate income persons; (2) aid in the prevention or elimination of slums or

ATTACHMENT 5

blight; or (3) meet community development needs having a particular urgency as defined in 24 CFR Part 570.208.

For the purposes of this Program, a clients income shall be documented by collecting the following:

Copies of Section 8 certificate, Medi-Cal card, letters/verification of receiving Supplemental Security Income (SSI) or Temporary Assistance for Needy Families (TANF), or other public assistance or public welfare program, at least as restrictive as that used by the U.S. Department of Housing and Urban Development. If a client does not participate in one of the above programs, the Subrecipient must document income by obtaining copies of pay stubs, third party verification, bank account statements, etc. This documentation must also be included in each case file.

C. Levels of Accomplishment

In addition to the normal administrative services required as part of this Agreement, the Subrecipient agrees to operate the Program throughout the term of this Agreement. The Subrecipient is responsible for employing a trained and qualified staff and a sufficient number of volunteers needed to carry out the Program.

The primary performance measurement of the Program to be reported is to:

Provide landlord/tenant counseling services and/or legal services to County tenants and landlords on their rights and responsibilities under federal, state and local housing laws. ECHO Housing will provide housing counseling to 50 persons and BayLegal will provide assistance at housing clinics to 75 clients and legal services to 225 persons; BayLegal and ECHO will provide outreach to 50 persons. Program will provide services to 400 persons total.

D. Staffing

Subrecipient has input into City Data Services (CDS) by 6/1/15 the name of employee(s), title, description of job responsibilities, hourly base pay rate or billable rate, and an estimate of time to be spent on the Program per pay period. Subrecipient shall inform the County in writing, within ten (10) working days, of any changes in staff that occur during the term of this Agreement and **also make such changes in CDS under the Admin Info tab, as necessary.**

E. Performance Monitoring

The County will have the right to monitor the performance of the Subrecipient against goals and performance standards established herein. Substandard performance as determined by the County will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within thirty (30) days after being notified by the County, County may initiate Agreement suspension or termination procedures.

II. TIME OF PERFORMANCE AND TERM OF AGREEMENT

ATTACHMENT 5

Services of the Subrecipient shall start on the 1st day of July 2015 and end on the 30th day of June 2016. The term of this Agreement and the provisions herein may be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets including program income, at County's sole discretion. The County utilizes a two (2)-year funding cycle for the first two years of the CDBG Consolidated Plan period. However, it is expressly agreed and understood that the Subrecipient's services and the total County payment under Section III are solely for the term of this Agreement dated July 1, 2015– June 30, 2016. The Subrecipient shall receive FY 2016/17 funds contingent on the availability of funds and satisfactory Program performance.

Quarterly reports and Board of Directors meeting minutes are due no later than:

<u>Period to be covered</u>	<u>Due Date</u>
July 1, 2015 through September 30, 2015	October 15, 2015
October 1, 2015 through December 31, 2015	January 15, 2016
January 1, 2016 through March 31, 2016	April 15, 2016

A Year-end report covering the entire program year is due no later than July 15, 2016.

III. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed Fifty Five Thousand Dollars (\$55,000). To the extent practicable, the use of CDBG funds shall be used on a pro rata basis with other funds provided to this Program. Demands for the payment of eligible expenses shall be based upon information submitted by the Subrecipient consistent with the approved Agreement Budget, attached hereto and made a part hereof as Exhibit A, and with County policy concerning payments. At a minimum, demands must be submitted on a quarterly basis. Demands may be submitted more frequently, if needed. The payment of demands is contingent upon the timely submission of quarterly reports and any other required reports and/or documents.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in OMB Circular A-110, and as specified in Section VII C.4, Payment Procedures.

IV. NOTICES

All notices required by this Agreement must be in writing and delivered via United States Mail, certified and with postage prepaid or by commercial courier or personal delivery. Any notice delivered or sent in the manner described above shall be effective on the date of delivery or sending. All notices and other written communication concerning this Agreement and/or any amendments hereto shall be directed to the following, unless otherwise modified by written notice:

Contra Costa County

Subrecipient

ATTACHMENT 5

Kristin Sherk
Department of Conservation and
Development
Contra Costa County
30 Muir Rd
Martinez, CA 94553
Phone 925-674-7887
Kristin.Sherk@dcd.cccounty.us

Alex R. Gulotta
Bay Area Legal Aid (BayLegal)

1735 Telegraph Ave
Oakland CA 94612
Phone 510-250-5243
Jlupack@baylegal.org

V. SPECIAL CONDITIONS

- A.** The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 of the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG) including subpart K of these regulations, and all Federal regulations and policies issued pursuant to these regulations. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than to supplant funds otherwise available.
- B.** The Subrecipient agrees to provide documentation of matching funds (as described in Exhibit A) in a form and content prescribed by the County. The status of matching funds must be updated quarterly. The Subrecipient agrees to provide year-to-date Sources and Uses of Funds report at the end of each quarter. The report should be submitted with the quarterly demand or, in the case of those Subrecipients that submit demands monthly, with the September, December, March, and June demands. The Sources and Uses Funds report will include all sources of funding for the Program and how each source is expended.

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with all applicable Federal, State and local laws and regulations governing the funds provided under this Agreement and with those laws and regulations concerning the Subrecipient's performance hereunder, including but not limited to Federal regulations, guidelines, bulletins, and circulars pursuant to Title I of the Housing and Community Development Act of 1974, including Title 24 of the Code of Federal Regulations, Chapter V, Part 570 as published in the Federal Register, Vol. 30, No. 220, Thursday, November 9, 1995, as may be revised and amended; and which are incorporated herein by reference. Documentation of such compliance shall be made available for review by the County upon request.

B. Independent Contractor Status

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee, agent/servant, partnership, joint venture or

ATTACHMENT 5

association between the parties. The Subrecipient shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

C. Indemnification

The Subrecipient shall defend, indemnify, save, and hold harmless the County and its officers and employees from any and all claims, costs and liability for any damages, sickness, death, or injury to person(s) or property, including without limitation all consequential damages, from any cause whatsoever arising directly or indirectly from, or connected with the operations or services of the Subrecipient or its agents, servants, employees or subcontractors hereunder, save and except claims or litigation arising through the sole negligence or sole willful misconduct of the County or its officers or employees. The Subrecipient will reimburse the County for any expenditures, including reasonable attorneys' fees, the County may make by reason of the matters that are the subject of this indemnification, and if requested by the County will defend any claims or litigation to which this indemnification provision applies at the sole cost and expense of the Subrecipient.

D. Insurance and Bonding

During the entire term of this Agreement and any extension or modification thereof, the Subrecipient shall keep in effect insurance policies meeting the following insurance requirements unless otherwise expressed in the Special Conditions:

1. **Liability Insurance.** The Subrecipient shall provide comprehensive liability insurance, including coverage for owned and non-owned automobiles, with a minimum combined single limit coverage of \$1,000,000 for all damages, including consequential damages, due to bodily injury, sickness or disease, or death to any person or damage to or destruction of property, including the loss of use thereof, arising from each occurrence. Such insurance shall be endorsed to include the County and its officers and employees as additional insureds as to all services performed by the Subrecipient under this Agreement.
2. **Worker's Compensation.** The Subrecipient shall provide the County with a Certificate of Insurance evidencing workers' compensation insurance coverage for its employees.
3. **All Risk Insurance.** The Subrecipient shall provide a policy or policies of All Risk Property Damage Insurance including Flood Plain Insurance whenever applicable, particularly where CDBG funds are used in the acquisition of real property.
4. **Additional Provisions.** The policies shall include a provision for thirty (30) days written notice to County before cancellation or material change of the above specified coverage. Said policies shall constitute primary insurance as to the County, the State and Federal governments, their officers, agents, and employees, so that other insurance policies held by them or their self-insurance program(s) shall not be required to contribute to any loss covered under the Subrecipient's insurance policy or policies. The Subrecipient shall carry sufficient insurance

ATTACHMENT 5

coverage to protect Program assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the County. Not later than the commencement date of the Agreement, the Subrecipient shall provide the County with a certificate(s) of insurance evidencing the above liability insurance.

In addition, the Subrecipient shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

E. County Recognition

The Subrecipient shall ensure recognition of the role of the grantor agency in providing services through this Agreement. As appropriate, activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

F. Amendments

County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and (except as expressly provided below) approved by the County Board of Supervisors. Such amendments shall not invalidate this Agreement, nor relieve or release the County or Subrecipient from its obligations under this Agreement.

Should Federal or State regulations, laws, policies or funding amounts touching upon the subject of this Agreement be adopted or revised during the term hereof, this Agreement shall be deemed amended to assure conformance with such Federal and State requirements. Notwithstanding the foregoing, if such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

Subject to the Payment Limit, and any required State or Federal approvals, minor changes to only the Agreement Budget and the Scope of Work may be made by a written administrative amendment executed by the Subrecipient and the Director, Department of Conservation and Development or his or her designee, provided that such administrative amendments do not substantively change the Agreement Budget or the Scope of Work.

G. Suspension or Termination

In accordance with 24 CFR 85.43, the County may suspend or terminate this Agreement if the Subrecipient materially fails to comply with the terms of this Agreement, which include (but are not limited to) the following:

ATTACHMENT 5

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the County of reports that are incorrect or incomplete in any material respect.

Upon suspension or termination of this Agreement, the County may, in addition to any other remedies available at law or in equity, complete Subrecipient's obligations in any reasonable manner it chooses, take possession, in accordance with the Deed of Trust in favor of the County, of any real or personal property associated with the Program, construct, operate or maintain the Program as the County may deem necessary to fulfill the requirements of the Federal government, and deduct the costs thereof and the amount of damage, if any, sustained by County by virtue of Subrecipient's breach of this Agreement from any amounts owing to Subrecipient for services provided prior to County's suspension or termination of this Agreement.

In accordance with 24 CFR 85.44, County may also terminate this Agreement for convenience, in whole or in part, upon thirty (30) days written notice. This Agreement may also be cancelled immediately by written mutual consent.

Subject to the rights of senior lenders, in the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by Subrecipient under this Agreement shall, at the option of the County, become the property of the County, and Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

H. Cessation of Funding

The County's obligation to make any payments to the Subrecipient hereunder is contingent on the availability of CDBG funds to the County during the term of this Agreement. In the event the Federal funding for this Agreement ceases, this Agreement is terminated. In the event of unforeseeable budget adjustments by the Federal government, this Agreement is subject to renegotiation.

I. Extension of Term for Performance

Without any additional consideration on the part of Subrecipient or County, the County, through its Director, Department of Conservation and Development may grant Subrecipient an extension of time for performance, beyond that time specified above under Section II, Time of Performance. Any such extension must be in writing and shall be at the sole discretion of the County.

ATTACHMENT 5

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. **Accounting Standards.** The Subrecipient agrees to comply with 24 CFR 84.21-28 and OMB Circular A-110 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
2. **Cost Principles.** The Subrecipient shall administer its program in conformance with the applicable sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and 24 CFR Part 570.502 for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. **Records to be Maintained.** The Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR Part 570.506, and satisfactory to County staff, and that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - a. Records providing a full description of each activity undertaken;
 - b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
 - c. Records required to determine the eligibility of activities;
 - d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
 - e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
 - f. Financial records as required by 24 CFR Part 570.502, 24 CFR 84.21-28 and OMB Circular A-110; and
 - g. Other records necessary to document compliance with Subpart K of 24 CFR 570.
2. **Retention.** The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to services performed and expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this Agreement, or after the resolution of all litigation, claims, Federal audits, negotiation or other actions that involve any of the records cited, whichever occurs later. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he/she has received final payment.
3. **Client Data.** The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such

ATTACHMENT 5

information shall be made available to County monitors or their designees for review upon their request.

4. **Property Records.** The Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved or sold with the grant monies. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Part 570.505.
5. **National Objectives.** The Subrecipient agrees to maintain documentation that demonstrates that the activities carried out with funds provided under this Agreement meet one or more of the CDBG Program's national objectives - (1) benefit low/moderate income persons; (2) aid in the prevention or elimination of slums or blight; (3) meet community development needs having a particular urgency - as defined in 24 CFR Part 570.208.
6. **Close-Outs.** Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: submission of close-out report, making final payments, disposing of Program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.
7. **Audits & Inspections.** All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, grantor agency, their designees or the Federal government, at any time during normal business hours, as often as the County or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after notice of the deficiencies is delivered to the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual audit conducted in accordance with current County policy concerning Subrecipient audits and OMB Circular A-133.

C. **Reporting and Payment Procedures**

1. **Budgets.** The Agreement Budget shall include all sources of funding, the amount of each funding source, and the expenditures to be met by each funding source. The County and the Subrecipient may agree to revise the Agreement Budget from time to time in accordance with existing County policies.
2. **Program Income.** The Subrecipient shall report monthly all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may only use such income during the Agreement term for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the County upon expiration or earlier

ATTACHMENT 5

termination of the Agreement, unless specific written amendments are made between the County and the Subrecipient. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the County.

3. **Indirect Costs.** If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the appropriate share of administrative overhead costs allocable to the Program and shall submit such plan to the County for approval.
4. **Payment Procedures.** The County will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with the approved Agreement Budget and County policy concerning payments. With the exception of certain advances, payments will be made on a reimbursement basis for eligible expenses actually paid by the Subrecipient up to the Payment Limit. Any funds remaining shall revert back to the County. Payments will be adjusted by the County in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, County reserves the right to liquidate funds available under this Agreement for costs incurred by County on behalf of Subrecipient.
5. **Progress Reports.** The Subrecipient shall submit regular progress reports to the County in the form, content and frequency as required by the County. The progress reports shall be submitted at least quarterly, unless otherwise directed by the County. A final progress report is due no later than thirty (30) days after the expiration or earlier termination of this Agreement.
6. **Board of Director Meeting Minutes.** The Subrecipient shall submit their Board of Directors meeting minutes to the County in the form, content and frequency as required by the County. The Subrecipient's Board minutes shall be submitted for each Board meeting held within a respective quarter. A set of Board minutes shall be submitted at least quarterly, unless otherwise directed by the County. A final set of Board minutes is due no later than fifteen (15) days after the expiration or earlier termination of this Agreement.

D. **Procurement**

1. **Compliance.** County shall have the right to require the Subrecipient to comply with any or all current County policies concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property (as defined by County policy) as may be procured with funds provided herein. All Program assets (unexpended program income, property, equipment, etc.) shall revert to the County upon termination of this Agreement.
2. **OMB Standards.** The Subrecipient shall procure materials in accordance with the requirements of 24 CFR 84.40-48 and the procurement standards set forth in OMB Circular A-110, and shall subsequently follow the property standards, covering utilization and disposal of property, set forth in OMB Circular A-110.

ATTACHMENT 5

3. **Travel.** The Subrecipient shall obtain prior written approval from the County for any travel outside the nine (9)-county San Francisco Bay Area with funds provided under this Agreement.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the County an amount equal to the current fair market value of the property less the portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.
3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the County for the CDBG program or (b) retained after compensating the County an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

VIII. RELOCATION, REAL PROPERTY ACQUISITION AND DISPLACEMENT

The Subrecipient agrees to comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606, including requirements under Section 104(d) of the Housing and Community Development Act, relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, nonprofit organizations and farms occurring as a direct result of any acquisition or rehabilitation of real property utilizing grant funds. The Subrecipient also agrees to comply with applicable County ordinances, resolutions, and policies concerning displacement of individuals from their residences.

IX. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

ATTACHMENT 5

1. **Compliance.** The Subrecipient agrees to comply with all State and local civil rights laws and regulations, as well as Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, the Fair Housing Amendment Act of 1988, Sections 104 (b) and 109 of Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.
2. **Nondiscrimination.** The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, and the applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act of 1974, and will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability, age, marital status, or status with regard to public assistance. The Subrecipient will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
3. **Confidentiality.** Subject to the requirements of the Public Records Act, Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with Subrecipient's obligations hereunder, is prohibited by law. Subrecipient agrees to comply and to require its employees to comply with all applicable State and Federal statutes and regulations respecting confidentiality, including but not limited to, all statutes and regulations that require confidentiality as to the identity of recipients, their records, and services provided them, and assures that:
 - (a) All applications and records concerning any individual made or kept by Subrecipient or any public officer or agency in connection with the administration of or relating to services provided under this Agreement will be confidential, to the extent permitted by law, and will not be open to examination for any purpose not directly connected with the administration of such service, unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible guardian, and
 - (b) 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 by law or in the administration of such service. Subrecipient agrees to inform all employees, agents and partners of the above provisions, and that any person knowingly and intentionally disclosing such information other than as authorized by law may be guilty of a misdemeanor.
4. **Land Covenants.** This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570, Part I. In regard to the sale, lease, or other transfer

ATTACHMENT 5

of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the County and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

5. **Section 504.** The Subrecipient agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) which prohibits discrimination against individuals with disabilities or handicaps in any Federally-assisted program. The County shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. **Approved Plan.** The Subrecipient agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965. The Subrecipient shall submit a plan for the Affirmative Action Program to County for approval prior to the disbursement of any funds to Subrecipient.
2. **WBE/MBE.** The Subrecipient will use its best efforts to afford small businesses, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section (a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women-owned business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are African-American, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native American. The Subrecipient may rely on documentation of certification from another public agency or written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.
3. **Access to Records.** The Subrecipient shall furnish and cause each of its sub-subrecipients to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the County, HUD or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
4. **Notifications.** The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, advising the labor union or workers' representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and

ATTACHMENT 5

applicants for employment.

5. **EEO/AA Statement.** The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.
6. **Subcontract Provisions.** The Subrecipient will include the provisions of Section IX. A, Civil Rights, and B, Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each sub-subrecipient or vendor.

C. **Employment Restrictions**

1. **Prohibited Activities.** The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the Program for: political activities; sectarian, or religious activities; lobbying; political patronage; or nepotism activities.
2. **OSHA.** Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.
3. **Right to Know.** Participants employed or trained for inherently dangerous occupations, e.g., fire or police jobs, shall be assigned to work in accordance with reasonable safety practices.
4. **Labor Standards.** The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended (40 U.S.C. 276a-276a-5), the provisions of the Contract Work Hours and Safety Standards Act (40 U.S.C 327 *et seq*), the Copeland "Anti-Kickback" Act (40 U.S.C. 276c) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the County for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation, or construction of, property designed for residential use for less than eight (8) households, all Subrecipients engaged under contracts in excess of \$2,000.00 for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the County pertaining to such agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR, Parts 1, 3, 5, 6, and 7 governing the payment of wages and ratio of apprentices and trainees to journeymen; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such agreements subject to such regulations, provisions meeting the requirements of this paragraph.

ATTACHMENT 5

5. "Section 3" Clauses.

- a. Compliance. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the County, the Subrecipient and any sub-subrecipients. Failure to fulfill these requirements shall subject the County, the Subrecipient and any sub-subrecipients, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located." The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded Program is located; where feasible, priority should be given to low- and very low-income persons within the service area of the Program or the neighborhood in which the Program is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded Program is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the Program is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

- b. Notifications. The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, if any, a notice advising said labor organization or worker's

ATTACHMENT 5

representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- c. **Subcontracts.** The Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the sub-subrecipient is in violation of regulations issued by the grantor agency. The Subrecipient will not subcontract with any sub-subrecipient where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the sub-subrecipient has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
6. **Use of Debarred or Ineligible Contractors.** The Subrecipient shall not use funds provided under this Agreement directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or sub-subrecipient during any period of debarment, suspension, or placement in ineligible status under the provisions of 24 CFR Part 24.

D. **Conduct**

1. **Assignability.** The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the County thereto; provided, however, that claims for money due or to become due to the Subrecipient from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.
2. **Hatch Act.** The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent used or engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.
3. **Conflict of Interest.** The Subrecipient agrees to abide by the provisions of 24 CFR 84.42 and 24 CFR 570.611 with respect to conflicts of interest, which include (but are not limited to) the following:
 - a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
 - b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c. Subrecipient covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Subrecipient further

ATTACHMENT 5

covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Subrecipient hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, the Subrecipient or of any designated public agencies which are receiving funds under the CDBG Entitlement Program.

4. Subcontracts

- a. Approvals. The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the County prior to the execution of such subcontract.
- b. Monitoring. The Subrecipient will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.
- c. Content. The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.
- d. Selection Process. The Subrecipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competitive basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the County along with documentation concerning the selection process.

5. Copyright. If this Agreement results in any copyrightable material or inventions, the County and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or material for government purposes.

6. Lobbying. The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a

ATTACHMENT 5

Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- c. It will require that the following language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-subrecipients shall certify and disclose accordingly;

"This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure."

7. **Religious Organization.** The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the federal regulations specified in 24 CFR 570.200(j).

X. ENVIRONMENTAL CONDITIONS

- A. **Air and Water.** The Subrecipient agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C. 7401, et seq.
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
- National Environmental Policy Act of 1969.
- HUD Environmental Review Procedures (24 CFR Part 58).

- B. **Flood Disaster Protection.** The Subrecipient agrees to comply with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement, and shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the

ATTACHMENT 5

National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

- C. **Lead-Based Paint.** The Subrecipient agrees that any activities with regard to residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35, and applicable Sub-Parts. Such regulations pertain to all CDBG-assisted housing and require that all purchasers, occupants, and owner-occupants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. Such regulations further provide that a Lead Hazard Evaluation will be conducted; that Lead Hazard reduction will be undertaken should lead hazard be identified; and that occupants will be provided written notice regarding results of Lead Hazard Evaluation and Lead Hazard Reduction.
- D. **Historic Preservation.** The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

XI. OTHER PROVISIONS

- A. **Entire Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein and in the "COOPERATION AGREEMENT, H.C.D.A. 1974" effective November 24, 1981, and amendments relating thereto, if any, no other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.
- B. **Retained Powers.** All powers not explicitly invested in the Subrecipient or incidental to the exercise of those powers invested in the Subrecipient remain in the County.
- C. **Disputes.** Disagreements between County and Subrecipient concerning the meaning, requirements or performance of this Agreement shall be subject to final determination in writing by the head of the County Department for which this Agreement is made or his or her designee or in accordance with applicable procedures (if any) required by the Federal government.
- D. **Law Governing Agreement.** This Agreement is made in Contra Costa County and shall be governed and construed in accordance with the laws of the State of California.
- E. **Conformance with Federal and State Regulations.** Should Federal or State regulations touching upon this Agreement be adopted or revised during the term hereof, this Agreement is subject to

ATTACHMENT 5

modification to assure conformance with such Federal or State requirements.

- F. Available Copies.** Copies of the County's Program documents and all pertinent Federal statutes, regulations, guidelines, bulletins, and circulars applicable to this Agreement, shall be available at all times for inspection by the Subrecipient during regular business hours at the offices of the Contra Costa County Community Development Department in Martinez, California.
- G. Original Agreement.** The original copy of this Agreement and of any modification thereto is that copy filed in the Community Development Department of Contra Costa County.
- H. Severability.** Should any term, portion or provision of this Agreement be finally decided to be in conflict with any law of the United States or of the State of California, or otherwise to be unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions of this Agreement shall be deemed severable and shall not be affected thereby, provided that such remaining parts, terms, portions or provisions can be construed in substance to constitute the Agreement that the parties intended to enter into in the first instance.
- I. No Third-Party Beneficiaries.** Notwithstanding mutual recognition that services under this Agreement may provide some aid or assistance to members of the County's population, it is not the intention of either County or Subrecipient that such individuals occupy the position of intended third-party beneficiaries of the obligations assumed by either party to this Agreement.
- J. Waivers.** No waiver of any breach of any covenant or provision in this Agreement shall be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.
- K. Headings and Captions.** The section headings and captions of this Agreement and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The section headings, captions and arrangement of this instrument do not in any way affect, limit, amplify or modify the terms and provisions of this Agreement. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. The parties to this Agreement and their counsel have read and reviewed this Agreement and agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

ATTACHMENT 5

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COUNTY

Contra Costa County, a political
subdivision of the State of California

By: _____

John Kopchik, Director
Dept. of Conservation and Development

SUBRECIPIENT

Bay Area Legal Aid
a California Non-profit Corporation

By: _____

(Print Name and Title)

By: _____

(Signature of Authorized Person)

By: _____

(Print Name and Title)

By: _____

(Signature of Authorized Person)

Approved As To Form:
Sharon L. Anderson
County Counsel

By: _____

Deputy

Note: Two officers must sign on behalf of corporations.
The first signature that of the chairman of the board,
president, or vice president; the second signature
must be that of the secretary, assistant secretary,
chief financial officer or assistant controller.

ATTACHMENT 5

EXHIBIT A - FY 2015/16 AGREEMENT BUDGET

Agency: Bay Area Legal Aid

Program: Tenant Landlord Housing Services Collaborative

Budget Item		Contra Costa CDBG Funds	Other Funds	Total
Staff Salaries				
Managing Attorney	2% FTE	\$1,982	\$12,883	\$14,865
Staff Attorney	128% FTE	\$24,422	\$61,573	\$85,995
LAL Intake and Referral	5% FTE	\$6,114	\$3,057	\$9,171
Support Staff	5% FTE	\$2,460	\$7,407	\$9,867
Fiscal Manager	8% FTE	\$5,000	\$3,081	\$8,081
Employee Benefits		\$3,290	\$7,243	\$10,533
Employee Taxes		\$6,732	\$14,818	\$21,550
Subtotal		\$50,000	\$110,062	\$160,062
Other Expenses				
Office Supplies		\$0	\$3,239	\$3,239
Telephone		\$0	\$2,293	\$2,293
Utilities		\$0	\$2,708	\$2,708
Insurance		\$0	\$1,442	\$1,442
Travel		\$0	\$993	\$993
Equipment		\$0	\$3,428	\$3,428
Audit		\$0	\$780	\$780
Subgrant to ECHO Housing		\$5,000	\$5,000	\$10,000
Litigation		\$0	\$1,520	\$1,520
Subtotal		\$5,000	\$21,403	\$26,403
TOTAL:		\$55,000	\$131,465	\$186,465

Source of Other Funds	
Antioch	\$15,000
Concord	\$10,000
Federal	\$106,465
TOTAL:	\$131,465

ATTACHMENT 6

ADMINISTRATIVE AMENDMENT TO PROGRAM AGREEMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

16-01-PS
Amendment #1
(Previously 15-01-PS)

Section 1. Parties - Effective on July 1, 2016, the County of Contra Costa, a political subdivision of the State of California, hereinafter referred to as the "County", and Bay Area Legal Aid (BayLegal) hereinafter referred to as "Subrecipient", hereby amend the July 1, 2015 Agreement entitled "PROGRAM AGREEMENT CONTRA COSTA COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM", as follows:

II. TIME OF PERFORMANCE AND TERM OF AGREEMENT

Services of the Subrecipient shall start on the **1st** day of **July 2016** and end on the **30th** day of **June 2017**. This is the second year of a two year funding cycle. The Subrecipient shall receive CDBG funds contingent on the availability of funds and County's satisfaction with Subrecipient's Program performance.

Quarterly reports and Board of Directors meeting minutes are due no later than:

<u>Period to be covered</u>	<u>Due Date</u>
July 1, 2016 through September 30, 2016	October 15, 2016
October 1, 2016 through December 31, 2016	January 15, 2017
January 1, 2017 through March 31, 2017	April 15, 2017

A Year-end report covering the entire program year is due no later than July 15, 2017.

Exhibit A - Budget

(See attached)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COUNTY

Contra Costa County, a political
subdivision of the State of California

SUBRECIPIENT

Bay Area Legal Aid (BayLegal),
a California Non-profit Corporation

By: _____
John Kopchik, Director
Dept of Conservation and Development

By: _____
(Print Name and Title)

ATTACHMENT 6

By: _____
(Signature of Authorized Person)

By: _____
(Print Name and Title)

By: _____
(Signature of Authorized Person)

Note: Two officers must sign on behalf of corporation. The first signature must be that of the chairperson of the board, president, or vice president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant controller.

ATTACHMENT 6

EXHIBIT A - FY 2016/17 AGREEMENT BUDGET

Agency: Bay Area Legal Aid (BayLegal)

Program: Tenant Landlord Housing Services Collaborative

Budget Item		Contra Costa CDBG Funds	Other Funds	Total
Staff Salaries				
Managing Attorney	15% FTE	\$5,228	\$10,457	\$15,685
Staff Attorney	18% FTE	\$29,609	\$40,253	\$69,862
Fiscal Manager	8% FTE	\$6,465	\$0	\$6,465
LAL Intake and Referral	15% FTE	\$4,940	\$4,322	\$9,262
Support Staff	15% FTE	\$5,325	\$1,957	\$7,282
Employee Benefits		\$9,199	\$10,167	\$19,366
Employee Taxes		\$4,224	\$4,690	\$8,914
Subtotal		\$64,990	\$71,846	\$136,836
Other Expenses				
Office Supplies		\$1,838	\$741	\$2,579
Telephone		\$1,311	\$529	\$1,840
Utilities		\$3,085	\$1,244	\$4,329
Insurance		\$0	\$1,157	\$1,157
Travel		\$0	\$972	\$972
Equipment		\$1,526	\$607	\$2,133
Audit		\$0	\$643	\$643
Subgrant to ECHO Housing		\$7,250	\$2,500	\$9,750
Litigation		\$0	\$1,279	\$1,279
Subtotal		\$15,010	\$9,672	\$24,682
TOTAL:		\$80,000	\$81,518	\$161,518

Source of Other Funds	
Antioch	\$15,000
Concord	\$10,000
Federal	\$56,518
TOTAL:	\$81,518

ATTACHMENT 7

BAY AREA LEGAL AID/ECHO THIRD QUARTER SERVICE STATISTICS CONTRA COSTA COUNTY URBAN COUNTY

Source: Bay Area Legal Aid Quarterly Report

Through the first 3 quarters of FY 2016/17, Bay Area Legal Aid and ECHO together have served 604 Urban County clients, 279 of which are from the City of Richmond (46%).

The main issues Bay Legal has assisted with are as follows:

- * Eviction - non-payment of rent: Provided advice/brief service/referrals to 128 clients.
- * Eviction - Nuisance: Provided advice/brief/service/referrals to 18 clients.
- * Eviction - Other Grounds: Obtained or preserved low-income housing to 17 clients, and provided advice/brief service/referrals to 99 clients.
- * Mortgage Foreclosure (not predatory lending): Provided advice/brief/service/referrals to 8 homeowners.
- * Security Deposit/Rent Control: Provided advice/brief/service/referrals 37 clients.
- * Section 8 Termination by Public Housing Authority: Voucher preserved/maintained subsidized housing for 2 clients and provided advice/brief service/referrals/representation to 5 clients.
- * Other - Private Landlord/Tenant:
 - o Provided advice/brief service/referrals to 88 clients.
 - o Enforced tenant housing rights to 2 clients.
- * Other - Section 8/subsidized/public housing issue:
 - o Provided advice/brief service/ referrals to 84 clients.
 - o Prevented eviction/homelessness to 1 client.
 - o Enforced tenant housing rights to 1 client.

In addition, 20 percent of clients served this year are disabled and 6 percent have Limited English Proficiency.

ECHO has provided counseling for the following reasons:

- * Households that gained access to resource to help them improve their housing situation (down payment assistance, rental and utility assistance): 62 clients.
- * Households that gained access to non-housing resources after receiving housing counseling services (social service programs, legal services, etc.): 71 clients.
- * Households that received rental counseling and avoided eviction after receiving housing counseling services: 10 clients.
- * Households that received rental counseling and improved living conditions after receiving housing counseling services: 10 clients.