

# 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:** Approval of a contract with Michael Roush in an amount of \$30,000 is necessary to ensure that the Rent Program is able to continue to seek Legal Services. The current contact amount of \$10,000 is nearly depleted.

## 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:** APPROVE a contract with Michael Roush in the amount of \$30,000 for Legal Services.

AGENDA ITEM NO:

**I-3.**



# AGENDA REPORT

## RENT PROGRAM

**DATE:** May 24, 2017

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

**FROM:** Bill Lindsay, City Manager

**SUBJECT:** APPROVAL OF A CONTRACT WITH MICHAEL ROUSH FOR LEGAL SERVICES

### **STATEMENT OF THE ISSUE:**

Approval of a contract with Michael Roush in an amount of \$30,000 is necessary to ensure that the Rent Program is able to continue to seek Legal Services. The current contact amount of \$10,000 is nearly depleted.

### **RECOMMENDED ACTION:**

APPROVE a contract with Michael Roush in the amount of \$30,000 for Legal Services.

### **FISCAL IMPACT:**

On April 5, 2017, the City entered into a Legal Services Agreement with Michael Roush in the amount of \$10,000. The Fiscal Year 2016-17 Rent Program Budget includes \$40,000 for Legal Counsel.

### **DISCUSSION:**

Receive oral report from the City Manager.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Legal Services Agreement by and between the City of Richmond and Michael H. Roush, Attorney at Law

**LEGAL SERVICES AGREEMENT  
BY AND BETWEEN  
THE CITY OF RICHMOND  
RENT BOARD  
AND  
MICHAEL H. ROUSH  
Attorney at Law**

**PREAMBLE**

This legal services agreement (“Agreement”) is made and entered into on this \_\_\_\_ day of MAY 2017 (the “Effective Date”) by and between the City of Richmond Rent Board (“Rent Board”), with its principal place of business located at 440 Civic Center Plaza, Suite 200, Richmond, California 94804 and Michael H. Roush Attorney at Law an attorney licensed to practice law in the State of California (“Special Counsel”) with its principal place of business located at 5571 Corte Sierra, Pleasanton, CA 94566. Special Counsel may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

The following recitals are as follows:

- A. Rent Board desires to secure professional services more fully described in this Agreement; and,
- B. Special Counsel represents that he has the professional qualifications, expertise, necessary licenses and desire to provide legal services of the quality and type, which meet objectives, and requirements of Rent Board.

**AGREEMENT PROVISIONS**

The Parties agree as follows:

**1. RETENTION OF FIRM.**

Rent Board hereby confirms, retains and authorizes Special Counsel to represent Rent Board and provide legal services as may be requested, from time to time, orally or in writing, by authorized representatives of Rent Board on an as-needed basis. Special Counsel’s client is the Rent Board, and not any of its individual members, groups of individuals or any other entity.

**2. DESCRIPTION OF SERVICES TO BE PROVIDED.**

These services may include, but are not limited to, providing advice and counsel on legal matters affecting Rent Board, performing legal research, representing Rent Board in judicial proceedings in state and/or federal court or other dispute resolution forums or before administrative agencies as appropriate, negotiating contracts and drafting contracts, correspondence and other legal documents as may become necessary.

**3. TERM OF AGREEMENT.**

The services of Special Counsel are to commence upon the Effective Date of this Agreement and shall terminate on DECEMBER 31, 2017, unless the parties extend the Agreement in writing. The services shall be undertaken and completed in such sequence as to assure their completion as expeditiously as is consistent with professional skill and care.

**4. PAYMENT FOR SERVICE.**

In consideration for Special Counsel's performance of legal services on behalf of Rent Board under the terms of this Agreement, Special Counsel shall be compensated at the preapproved hourly rates and for authorized expenses set forth in the "Scope of Work and Schedule of Fees and Charges" set forth in **Exhibit A**, attached and incorporated by this reference.

**5. BILLING INVOICES.**

Special Counsel shall, within fifteen (15) days after the end of each month in which services are performed under this Agreement, submit to the Rent Board an itemized bill describing in detail the specific services performed as set forth in this Agreement. The bill shall be submitted to:

Rent Board  
City of Richmond  
440 Civic Center Plaza, Suite 200  
Richmond, CA 94804  
Attn : Rent Board, Executive Director

**6. TERMINATION.**

Either Party may terminate this Agreement by providing written notice to the other. Any termination hereunder shall become effective immediately upon receipt of written notice of termination; provided, however, that Special Counsel may exercise its right of termination only to the extent and under terms and conditions consistent with the obligations of Special Counsel under the Rules of Professional Conduct of the State Bar of California; and provided, that in the event of termination, the amount due Special Counsel for services rendered and costs and expenses incurred prior to termination shall remain due and payable. Special Counsel agrees to turn over to any attorney substituted in its place, the entire file and attorney work product regarding any such matter within

seven (7) days of any such termination.

**7. HOLD HARMLESS/INDEMNIFICATION.**

Special Counsel agrees to indemnify, hold harmless, release and defend to the maximum extent permitted by law, and covenants not to sue, the Rent Board, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, any negligent acts, errors or omissions (including, without limitation, professional negligence) of Special Counsel in connection with this Agreement.

**8. INSURANCE REQUIREMENTS.**

Special Counsel shall maintain in full force and effect the insurance policies required by the Risk Manager.

**9. AMENDMENTS.**

This Agreement, including any Exhibits attached to it, represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may be modified only by a written amendment duly executed by the Parties to this Agreement.

**10. NOTICES.**

All notices, invoices, reports or other communication to the Parties shall be properly sent to Rent Board at its address shown in this Agreement and to Special Counsel at its principal place of business listed on Section 5 page one of this Agreement.

Either Party may change its address for receipt of notices under this Agreement by notice given in the manner provided herein.

**12. LAW GOVERNING AGREEMENT.**

This Agreement shall be interpreted under the laws of the State of California. All claims or controversies arising out of or related to performance under this Agreement shall be submitted to and resolved in a forum within Contra Costa County.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

**MICHAEL H. ROUSH**  
**Attorney at Law**

CITY OF RICHMOND RENT BOARD

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

\_\_\_\_\_  
Chair

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

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

**SCOPE OF WORK AND SCHEDULE OF FEES & CHARGES**

**Scope of work:**

Special Counsel shall provide legal service to the Rent Program on an interim basis, as requested by the Rent Program.

City of Richmond Rent Board Contact: Executive Director

**Schedule of Fees & Charges:**

**Hourly Rates**

**MICHAEL ROUSH            \$250/hour**

**COMPENSATION**

**Total compensation for legal services and reimbursements shall be charged in accordance with this Exhibit "A" and shall not exceed the sum of Thirty Thousand Dollars (\$30,000) for attorneys' fees.**