

AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Bill Lindsay

Phone: 620-6512

Meeting Date: July 19, 2017

Final Decision Date Deadline: July 19, 2017

STATEMENT OF THE ISSUE: At their meeting on May 24, 2017, the Rent Board approved a contract with Michael Roush in the amount of \$30,000 for Legal Services. A contract amendment increasing the amount by \$80,000 and extending the term to June 30, 2018, is necessary to ensure the Rent Board and Rent Program may continue to seek Legal Services.

INDICATE APPROPRIATE BODY

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

ITEM

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

RECOMMENDED ACTION: APPROVE an amendment to the contract for Legal Services with Michael Roush increasing the amount by \$80,000, to a total not to exceed \$110,000, and extending the term to June 30, 2018 – Rent Program (Bill Lindsay 620-6512).

AGENDA ITEM NO:

F-2.

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AGENDA REPORT

RENT PROGRAM

DATE: July 19, 2017

TO: Chair Gray and Members of the Rent Board

FROM: Bill Lindsay, City Manager

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

STATEMENT OF THE ISSUE:

At their meeting on May 24, 2017, the Rent Board approved a contract with Michael Roush in the amount of \$30,000 for Legal Services. A contract amendment increasing the amount by \$80,000 and extending the term to June 30, 2018, is necessary to ensure the Rent Board and Rent Program may continue to seek Legal Services.

RECOMMENDED ACTION:

APPROVE an amendment to the contract for Legal Services with Michael Roush increasing the amount by \$80,000, to a total not to exceed \$110,000, and extending the term to June 30, 2018 – Rent Program (Bill Lindsay 620-6512).

FISCAL IMPACT:

On May 24, 2017, the Rent Board adopted amended Fiscal Year 2016-17 and Fiscal Year 2017-18 Rent Program Budgets. These budgets allocate \$40,000 in Fiscal Year 2016-17 and \$160,000 in Fiscal Year 2017-18 for Rent Program Legal Counsel. The Rent Program budgets shall fund the contract amendment for Legal Services with Michael Roush.

DISCUSSION:

Receive oral report from the City Manager.

ITEM F-2

DOCUMENTS ATTACHED:

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

Attachment 2 – Sole Source Justification

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 24th 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

By: Michael H Roush

Title: _____

CITY OF RICHMOND RENT BOARD

Wang
Interim Executive Director

Name: William A. Livorno

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.

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City of Richmond Sole Source Justification

THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO ANY PURCHASE

Contact the Purchasing Division and discuss your rationale before completing this form. If Purchasing can help you make this a competitive purchase, then this form will not be required.

Attach this completed/approved form to requisitions when competitive quotes/bids/proposals are not solicited. (Required for requisitions > \$3,000)

Requested Sole Source Supplier:

Company Name: Michael H. Roush, Attorney at Law **Contact Name:** Michael Roush

Address: 5571 Corte Sierra

City: Pleasanton **State:** CA **Zip Code:** 94566

Phone Number (925) 876-7525 **E-Mail** mhrlegal@comcast.net

Duration of Contract: May 24, 2017 - June 30, 2018

Estimated Cost: \$ 110,000 **Funding Source (Account String)** 11850065-400201

Is the product/service IT related? Yes No **If Yes, please attach the approved IT Authorization Form**

For Product: Is the recommended company the manufacturer of the product? Yes No

For Product: Does the manufacturer sell the item(s) through distributors? Yes No

Description of Product or Service:

Describe the full scope of work or service contemplated including installation if required; items should include brand, model and part number if applicable; (if additional space is needed, include them in a separate page)

Provide legal services to Rent Program Department.

Please see the attached Legal Services Agreement By and Between The City of Richmond Rent Board and Michael H. Roush, Attorney at Law.

Sole Source Rationale: PLEASE ANSWER ALL THE FOLLOWING QUESTIONS: Explain why the recommended company is the only company that can meet the requirement. Address the following: Are there any other companies who can do this job? What condition (e.g. technological superiority, or performance risks, etc.) exists so that the recommended company has a significant advantage over any other company who can do this job? It is important to sufficiently address the key reason for awarding an order/contract without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

Given Michael Roush's prior work with cities that have studied and implemented rent control programs, such as the cities of Alameda and Santa Rosa, and the immediate necessity for additional legal support to devise and execute essential "critical path" items within a short period of time, Michael Roush was and continues to be the only appropriate contractor for the job.

(if additional space is needed, include them in a separate page)

Complete the following checklist

A specific contractor is the only source of the required item because (check all that apply):

- The required items are **proprietary to the Contractor**, and contractor solely transacts (sells) direct to the customer. (There are no dealers or distributors for contractor).
- The required items are **proprietary to the Contractor**, and **contractor does not sell direct to the customer**. Contractor solely distributes the item or service through only one dealer or distributor in the United States. (There are no dealers or distributors for contractor).

Note: If item or service is available from more than one source, the item or service may be treated as proprietary, but must be competitively solicited from multiple (two or more) sources.

- A specific item is needed:
 - To be compatible or interchangeable with existing hardware
 - As spare or replacement hardware For the repair or modification of existing hardware
- Federal or state grant names vendor as condition of funding. (Attach copy of grant that names vendor)
- There is a **substantial risk** in contracting with any other contractor, (e.g., only one contractor has been successful to date in implementing a difficult manufacturing process or the **services sought**). ***In a brief explanation, provide supporting evidence of why other contractors are considered to be unable to overcome the substantial risk.***

There would be substantial risk that another consultant would not have been able to complete the project in a timely manner, or have had their recommendations utilized by the City Council and Rent Board.

- Continuation of prior Work** – Additional item, service or work required, but not known to have been needed when the original order was placed with vendor, and it is not feasible or practicable to contract separately for the additional need. ***Provide brief explanation and supporting evidence.***

(if additional space is needed, include them in a separate page)

I acknowledge the City's requirements for soliciting competitive quotes/bids for purchases over \$3,000.00 and the criteria for justification for Sole Source purchases. I have gathered the required information, have made a concerted effort to review comparable/equal equipment/services (e.g., market research), and further affirm that there is no conflict of interest involved in the selection made.

Department: Rent Program

Requester Name and Title: Bill Lindsay, Interim Executive Director

Note: Requester must be able to defend this justification.

Date: 7/11/17

Phone: 510-620-6512

Department Director (Print) Bill Lindsay (Sign) _____ Date: _____

Submit completed form to the Purchasing Division (Prior to submission to the Executive Director)

Finance Director:

APPROVED: _____

DATE: ___/___/___

NOT APPROVED: _____

COMMENTS:

Executive Director
(Under \$10,000.00)

City Clerk Attesting to Council Approval
(Over \$10,000.00) (Copy of Minutes may be substituted)

Note: Richmond Municipal Code Section 2.52.326 Sole Source Procurement requires final approval by the City Manager and/or City Council. Sole Source must be approved by Finance Director, PRIOR to Rent Board Approval.

PROCEDURE

Sole Source purchase/service are exceptions to the normal bidding process and require a detailed justification. In processing Sole Source requests for supplies, services and/or equipment, the Purchasing Division adheres to and is governed by the principles set forth in City of Richmond Municipal Code Section 2.52.326 Sole Source Procurement.

If you are requesting a particular vendor, brand or product, you must make this fact clear on your Sole Source form. Your request will then be restrictive and non-competitive, and will fall into a sole source category. If the sole source justification is approved, the requisition can be expedited without the normal bidding requirements.

Such a request should not be made unless you are confident that your request is reasonable and appropriately justified to meet the City's requirements and withstand any possible audit. The City's requirements and the format for submitting such requests are contained herein. Sole Source form must be signed by authorized department representative(s). The certification will remain on file for audit purposes.

The following factors **DO NOT** apply to sole source requests and should not be included in your sole source justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor.
2. Cost, vendor performance, and local service (these are generally considered award factors in competitive bidding).
3. Features which exceed the minimum department requirements.

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