

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: October 18, 2017

Final Decision Date Deadline: October 18, 2017

**STATEMENT OF THE ISSUE:** At their meeting on September 20, 2017, Rent Boardmembers approved a timeline of critical path items central to the development of the Rent Program, including the dissemination of a letter to all suspected owners of residential rental property in the City of Richmond in late September, 2017. City staff members are requesting Rent Board approval to enter into a purchase contract with Minuteman Press for printing and mailing 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 checked="" type="checkbox"/> Other: <u>CONSENT CALENDAR</u> |
| <input type="checkbox"/> Contract/Agreement   | <input type="checkbox"/> Rent Board As Whole                                     |  |
| <input type="checkbox"/> Grant Application/Acceptance                                 | <input type="checkbox"/> Claims Filed Against City of Richmond                   |  |
| <input type="checkbox"/> Resolution   | <input type="checkbox"/> Video/PowerPoint Presentation (contact KCRT @ 620.6759) |  |

**RECOMMENDED ACTION:** APPROVE a contract with Minuteman Press to provide printing and mailing services for a letter mailed to residential rental property owners in an amount not to exceed \$15,000, with a term extending through June 30, 2017 – Rent Program (Paige Roosa 620-6537).

AGENDA ITEM NO:

**G-2.**

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# AGENDA REPORT

**DATE:** October 18, 2017  
**TO:** Chair Gray and Members of the Rent Board  
**FROM:** Paige Roosa, Management Analyst  
**SUBJECT:** PURCHASE OF PRINTING AND MAILING SERVICES

## **STATEMENT OF THE ISSUE:**

At their meeting on September 20, 2017, Rent Boardmembers approved a timeline of critical path items central to the development of the Rent Program, including the dissemination of a letter to all suspected owners of residential rental property in the City of Richmond in late September, 2017. City staff members are requesting Rent Board approval to enter into a purchase contract with Minuteman Press for printing and mailing services.

## **RECOMMENDED ACTION:**

APPROVE a contract with Minuteman Press to provide printing and mailing services for a letter mailed to residential rental property owners in an amount not to exceed \$15,000, with a term extending through June 30, 2017 – Rent Program (Paige Roosa 620-6537).

## **FISCAL IMPACT:**

The proposed contract will be funded by the amended Fiscal Year 2017-18 Rent Program budget, adopted by the Rent Board on September 20, 2017.

## **DISCUSSION:**

### Background

On September 20, 2017, Rent Boardmembers approved a timeline of critical path items central to the development of the Rent Program, including activities to compel compliance with the requirements of the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and payment of the Residential Rental Housing Fee.

Outreach to owners of residential rental properties is critical to the effectiveness and financial stability of the Rent Program, as well as compliance with other City policies,

## ITEM G-2

such as the Business License Tax, Residential Rental Inspection Program, and Fire Prevention Services Program. Since August, Rent Program staff members have worked collaboratively with the City Manager and staff members in the Finance, IT, Planning and Building Services, and Fire Departments to devise a strategy for interdepartmental coordination concerning the billing of fees applicable to residential rental property owners. Based on these discussions, it became apparent that a large-scale mailing from the Rent Program was necessary to ensure all Landlords are aware of the requirement to enroll with the Richmond Rent Program, in addition to the requirement to maintain compliance with the City's Business License Tax, Residential Rental Inspection, and Fire Prevention Services policies.

The letter to all suspected owners of residential rental property in the City will serve as an informative follow up to the postcard mailed to all residents and non-resident owners of residential rental property in late December, 2016, concurrent with the Ordinance's effective date on December 30, 2016. Specifically, the letter and additional printed materials are designed to achieve the following:

- Inform rental property owners of their responsibilities as Landlords in the City of Richmond;
- Solicit enrollment with the Richmond Rent Program at [www.richmondrent.org/enroll](http://www.richmondrent.org/enroll);
- Request proof of exemption from suspected rental properties that are owner-occupied or for which no rent is collected; and,
- Introduce the Rent Program's Executive Director.

### Timeline

Consistent with the City's standard procurement policies, Rent Program staff members solicited three quotes from prospective vendors. Minuteman Press was selected based on their experience and qualifications, cost effectiveness, and ability to complete the job in a timely manner.

Due to an unexpected increase in the total project cost, staff members are requesting the Board's approval of an after-the-fact purchase. The letter and printed materials were delivered to the post office on September 28, 2017, and reached local property owners during the week of October 9, 2017. An electronic copy of these materials is included in Item I-2, Attachment 6.

### **DOCUMENTS ATTACHED:**

Attachment 1 – Contract with Minuteman Press

**ITEM G-2  
ATTACHMENT 1**

**CITY OF RICHMOND RENT BOARD  
STANDARD CONTRACT**

Department: Rent Program	Project Manager: Paige Roosa
Project Manager E-mail: Paige_roosa@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6537
Vendor No:                      PR No: <b>12817</b>	P.O./Contract No: <b>3904</b>
Description of Services: Provide printing and mailing services to Rent Program.	

The parties to this STANDARD CONTRACT do mutually agree and promise as follows:

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

Company Name: Minuteman Press  
 \_\_\_\_\_  
 Street Address: 1101 Fifth Street  
 \_\_\_\_\_  
 City, State, Zip Code: Berkeley, CA 94710  
 \_\_\_\_\_  
 Contact Person: Fred Fassett  
 \_\_\_\_\_  
 Telephone: (510) 812-4583                      Email: fred.fassett@e-minutemanpress.com  
 \_\_\_\_\_  
 Business License No: 40055666                      Expiration Date: 9/13/18  
 \_\_\_\_\_

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

2. Term. The effective date of this Contract is September 13, 2017 and it terminates June 30, 2018, unless terminated as provided herein.
3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$15,000. City shall not pay for services that exceed the Contract Payment Limit unless a contract amendment has been approved by the Rent Board or Executive Director.
4. Contractor's Obligations. Contractor shall provide those services and carry out that work described in the Service Plan (Exhibit A) which is attached hereto and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
5. City Obligations. City shall make to the Contractor those payments described in the Payment Provisions (Exhibit B) which are attached hereto and are incorporated herein by reference,

**ITEM G-2  
ATTACHMENT 1**

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

**ITEM G-2  
ATTACHMENT 1**

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

RENT BOARD:

CONTRACTOR:

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

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

Title: Rent Board Chair

By: Fred Fassett

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

Title: CEO

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

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

Board Clerk

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

Approved as to form:

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

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

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

Board Legal Counsel

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

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) must be signed by (a) the Chairperson of the Board, President or Vice-President and (b) the Secretary any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

LIST OF ATTACHMENTS:

- |  |           |
|--|-----------|
| Service Plan                           | Exhibit A |
| Payment Provisions                     | Exhibit B |
| Authorized Representatives and Notices | Exhibit C |
| General Conditions                     | Exhibit D |

**ITEM G-2  
ATTACHMENT 1**

Special Conditions  
Insurance Provisions

Exhibit E  
Exhibit F

Standard Contract/EJ/TE 9-26-07

## **EXHIBIT A SERVICE PLAN**

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

### **SCOPE OF SERVICES**

- Print and mail a package to all suspected owners of rental property in the City of Richmond, including the following contents:
  - Letter to Property Owners (English and Spanish)
  - Ordinance Summary Booklet (English and Spanish)
  - Declaration of Owner Occupancy or Exemption (English and Spanish)(included within booklet)
  - Return envelope with prepaid postage
- The City will provide a list of owners and mailing addresses
- Minuteman Press shall ensure, to the best of their ability, that the name as inserted at the top of the Letter as referenced above, matches the name and address printed on the mailing envelope
- Minuteman Press shall, to the best of their ability, remove ALL DUPLICATE mailing addresses where the owner name is substantially similar
- Proof shall be approved by the Project Manager prior to commencement of the project

### **COMPENSATION**

- Minuteman Press shall be compensated as indicated in the quote approved by the Project Manager
- Total costs shall not exceed \$15,000

**EXHIBIT B  
PAYMENT PROVISIONS**

***{PLEASE NOTE THAT THE RENT PROGRAM SHALL NOT PAY FOR SERVICES THAT EXCEED THE CONTRACT PAYMENT LIMIT UNLESS A CONTRACT AMENDMENT HAS BEEN APPROVED BY THE RENT BOARD OR EXECUTIVE DIRECTOR}***

1. Provided Contractor is not in default under this Contract, Contractor shall be compensated as provided below.
2. Any and all payments made pursuant to this Contract shall be subject to the Contract Payment Limit. The Payment Limit includes expenses (phones, photo copying, meals and travel, etc.) Invoices, shall be adequately detailed, based on accurate records, and be in a form reasonably satisfactory to the City. Contractor may be required to provide back-up material upon request.
3. Contractor shall submit timely invoices to the following address:  
  
Attention: City of Richmond Finance Department - Accounts Payable  
Project Manager: Paige Roosa  
P.O. Box 4046  
Richmond, CA 94804
4. All invoices that are submitted by Contractor shall be subject to the approval of the City Project Manager, Paige Roosa before payments shall be authorized.
5. The City will pay invoice(s) within 45 days after completion of services to the City satisfaction. The City shall not pay late fees or interest.
6. A Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.
7. All insurance coverage required by this Contract shall be provided by the Contractor before this Contract shall be executed by the City. The insurance coverage must be kept current during the term of this Contract for payments to continue to be authorized.

**EXHIBIT C**  
**AUTHORIZED REPRESENTATIVES AND NOTICES**

1. Notices. All notices, demands, statements, or communications provided for by this Contract shall be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to the City shall be addressed to the Department Head and (as delineated below in section 1.1) to the project manager responsible for the administration of or the supervision of the scope of work under this Contract. Notices to the Contractor shall be addressed to the party designated by Contractor (as delineated below in section 1.2). Notice shall be deemed delivered (a) upon personal delivery; (b) as of the fifth business day after mailing by United States certified mail, postage prepaid, addressed to the proper party; or (c) as of 12:00 p.m. on the second business day immediately after the day it is deposited with and accepted by Federal Express, or a similar overnight courier service, addressed to the proper party and marked for next business day morning delivery. For the purposes of this Contract, a "business day" means any day Monday through Friday that is not a holiday recognized by the federal government or the State of California.

1. 1 City hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Paige Roosa

City of Richmond Rent Program

440 Civic Center Plaza, Suite 200

Richmond, CA 94804

1. 2 CONTRACTOR hereby designates as its Authorized Representative the Project Manager whose name and address are as follows:

Fred Fassett

Minuteman Press

1101 Fifth Street

Berkeley, CA 94710

For the Contract between the City of  
Richmond Rent Board and

Minuteman Press

**EXHIBIT E**  
**SPECIAL CONDITIONS**

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

For the Contract between the City of  
Richmond Rent Board and

Minuteman Press

**EXHIBIT F**  
**INSURANCE PROVISIONS**

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

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