

# AGENDA ITEM REQUEST FORM

Department: Rent Program

Department Head: Nicolas Traylor

Phone: 620-6564

Meeting Date: June 15, 2022

Final Decision Date Deadline: June 15, 2022

**STATEMENT OF THE ISSUE:** During April 2020, the City, acting as the Rent Board, solicited quotes from qualified service providers in accordance with the City's procurement policies and entered into a contract with The Spanish Group, LLC to provide translation services to the Rent Program. Staff members are requesting Board approval of the first amendment to the contract to extend the term through June 30, 2023, and increase the payment limit by \$6,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2022-23.

## 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 contract for translation services with The Spanish Group, LLC in an amount not to exceed \$6,000 for the Fiscal Year 2022-23 (July 1, 2022-June 30, 2023) - Rent Program (Nicolas Traylor- 620-6564).

AGENDA ITEM NO:

**F-7.**

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# AGENDA REPORT

**DATE:** June 15, 2022

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

**FROM:** Nicolas Traylor, Executive Director

**SUBJECT:** SECOND AMENDMENT WITH SPANISH GROUP, LLC TO CONTRACT FOR TRANSLATION SERVICES

**STATEMENT OF THE ISSUE:**

During April 2020, the City, acting as the Rent Board, solicited quotes from qualified service providers in accordance with the City’s procurement policies and entered into a contract with The Spanish Group, LLC to provide translation services to the Rent Program. Staff members are requesting Board approval of the first amendment to the contract to extend the term through June 30, 2023, and increase the payment limit by \$6,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2022-23.

**RECOMMENDED ACTION:**

APPROVE contract for translation services with The Spanish Group, LLC in an amount not to exceed \$6,000<sup>1</sup> for the Fiscal Year 2022-23 (July 1, 2022-June 30, 2023) - Rent Program (Nicolas Traylor- 620-6564).

**FISCAL IMPACT:**

The Fiscal Year 2022-23 Rent Program budget, adopted by the Rent Board on May 31, 2022, allocates \$6,000 for translation services to obtain the requested deliverables. Staff members anticipate awarding The Spanish Group, LLC as the qualified vendor to provide services in a total contract amount not to exceed \$20,100.

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<sup>1</sup> Amount is the ongoing total from the Original Contract, July 1, 2020. See Attachment 1 for payment history.

**DISCUSSION:**

Background

During April 2020, the City, acting as the Rent Board, solicited quotes from qualified service providers in accordance with the City's procurement policies and entered into a contract with The Spanish Group, LLC to provide translation services to the Rent Program.

In June 2020, the Executive Director approved a short form original contract to commence the term through June 30, 2021. Staff members are requesting Board approval of a second amendment to the contract to extend the term through June 30, 2023, and increase the payment limit by \$6,000 of budgeted funds to cover anticipated expenses in Fiscal Year 2022-23.

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

**DOCUMENTS ATTACHED:**

Attachment 1 – Second Contract Amendment and Scope of Services

Attachment 2 – Original Contract

**CITY OF RICHMOND RENT PROGRAM  
CONTRACT AMENDMENT**

|   |  |
|---|--|
| <b>Department:</b> Rent Board   | <b>Project Manager:</b> Nicolas Traylor                        |
| <b>Project Manager E-mail:</b><br>nicolas_traylor@ci.richmond.ca.us   | <b>Project Manager Phone No:</b><br>(510) 620-6465             |
| <b>P.R. No:</b> <b>Vendor No:</b> 14520   | <b>P.O./Contract No:</b> 5197                                  |
| <b>Description of Services:</b><br>Provide written translation services.                                      |  |
| <b>Amendment No. 2</b> modifies the: (2 <sup>nd</sup> or subsequent amendments attach Amendment History page) |  |
| <input checked="" type="checkbox"/> <b>Term, Payment Limit and Service Plan</b>                               | <input type="checkbox"/> <b>Payment Limit and Service Plan</b> |
| <input type="checkbox"/> <b>Term and Service Plan</b>   | <input type="checkbox"/> <b>Service Plan</b>                   |

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

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

The Spanish Group LLC

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

Street Address: 1 Park Plaza, Suite 600

City, State, Zip Code: Irvine, CA 92614

Contact Person: Salvador Ordorica

Telephone: (800) 460-1536                      Email: salvador@thespanishgroup.org

Business License No: 40060210                      / Expiration Date: June 4, 2021

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

2. Purpose. This Contract Amendment is being entered into to amend the Contract between City and Contractor which was approved by the Rent Board or executed by the Executive Director on July 1, 2020, which **original** term commenced on July 1, 2020 and terminates June 30, 2021 with an **original** contract payment limit of **\$9,000.00**. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

3. Original Contract Provisions. The parties hereto agree to continue to abide by those terms and conditions of the Original Contract, and any amendments thereto, which are unaffected by this Contract Amendment.

4. Amendment Provisions. This Contract Amendment is subject to the Amendment Provisions attached hereto, which are incorporated herein by reference, and which control over any conflicting provisions of the Original Contract, or any amendment thereto.

5. City of Richmond Business License Active Status Maintained. Pursuant to Municipal Code Section 7.04.030, the Contractor must maintain its City of Richmond business license for this Contract Amendment to be deemed to be in effect.

6. Insurance Coverage Updated and Maintained. Pursuant to the Original Contract, the Contractor shall provide the City with updated insurance certificates, and the Contractor shall maintain insurance coverage, for this Contract Amendment to be deemed to be in effect.

7. Signatures. These signatures attest the parties' agreement hereto:

CITY OF RICHMOND, CALIFORNIA  
a municipal corporation

CONTRACTOR:  
The Spanish Group LLC

By \_\_\_\_\_

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

Title:

By \_\_\_\_\_

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

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

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

By \_\_\_\_\_  
Rent Board Clerk

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

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

Approved as to form:

(NOTE: Pursuant to California Corporations Code Section 313, if Contractor is a corporation or nonprofit organization, this Contract (1) should be signed by the Chairperson of the Board, President or Vice-President and the Chief Financial Officer, Secretary or Assistant Secretary; (2) should have both signatures conform to designated representative groups pursuant to Corporations Code Section 313.

By \_\_\_\_\_  
Staff Attorney

List of Attachments:

- 1. Amendment Provisions
- 2. Updated Insurance Certificates

Contract Amendment between the City of Richmond and  
The Spanish Group LLC

Amendment No.  
**2**

P.O./Contract No.  
**5197**

**AMENDMENT PROVISIONS (TERM, PAYMENT LIMIT AND SERVICE PLAN)**

1. Paragraph 2 (Term) of the Original Contract is hereby amended to extend the Contract term. Paragraph 2 of the Original Contract is amended to read as follows:

"2. Term. The effective date of this Contract is  
July 1, 2020

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

and it terminates

**June 30, 2023**

\_\_\_\_\_  
(Insert new contract termination date)

unless sooner terminated as provided herein."

2. Paragraph 3 (Payment Limit) of the Original Contract is hereby amended to increase the payment limit by \$ **6,000.00** \_\_\_\_\_. Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. City's total payments to Contractor under this Contract shall not exceed \$ **20,100.00** \_\_\_\_\_ including expenses."

"The City of Richmond shall not pay for services that exceed the Contract Payment Limit without the prior written approval of the Executive Director if the total Contract amount does not exceed \$10,000 or without the prior approval of the Rent Board if the total Contract amount is over \$10,000."

3. The Service Plan (Exhibit A) of the Original Contract is hereby amended to include the following tasks and/or services:  
Provide written translation services.

Contract Amendment between the City of Richmond and  
The Spanish Group LLC

Amendment No.  
2

P.O./Contract No.  
5197

**AMENDMENT PROVISIONS (AMENDMENT HISTORY)**

The **first** Contract Amendment was approved by the Rent Board or executed by the Executive Director on May 19, 2021 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 5,100.00 for a payment limit not to exceed \$ 14,100.00.
- Term Amendment (insert new termination date): June 30, 2022
- Service Plan

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

- Increased contract payment limit by \$ 6,000.00 for a payment limit not to exceed \$ 20,100.00.
- Term Amendment (insert new termination date): June 30, 2023
- Service Plan

The **third** Contract Amendment was approved by the Rent Board or executed by the Executive Director on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

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

The **fourth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

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

The **fifth** Contract Amendment was approved by City Council of the City of Richmond or executed by the City Manager on \_\_\_\_\_ for one or more of the following provisions (check those that apply):

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

**RICHMOND RENT BOARD  
SHORT FORM CONTRACT**

|  |   |
|--|---|
| <b>Agency:</b> Rent Board  | <b>Project Manager:</b> Paige Roosa             |
| <b>Project Manager E-mail:</b> paige_roosa@ci.richmond.ca.us             | <b>Project Manager Phone No:</b> (510) 620-6537 |
| <b>PR No:</b>  | <b>Vendor No:</b> 14520                         |
| <b>P.O./Contract No:</b>   |   |
| <b>Description of Services:</b><br>Provide written translation services. |   |

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

(Company) The Spanish Group LLC  
 (Street Address) 1 Park Plaza, Suite 600  
 (City State, Zip Code) Irvine, CA 92614-5987  
 (Contract Person) Salvador Ordorica  
 (E-mail) salvador@thespanishgroup.org  
 (Telephone) (800) 460-1536  
 (Fax Number) \_\_\_\_\_  
 Richmond Business License No. 40060210  
 Expiration Date: 06/04/2021

2. **Term.** The effective date of this Agreement is July 1, 2020 and it terminates June 30, 2021 unless sooner terminated as provided herein.

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

4. **Board's Obligations.** Board shall pay the Contractor a not to exceed amount of \$ 9,000.00 as total payment for all services rendered.

5. **Location of Services.** Contractor shall perform the services set forth herein at the following location:  
1 Park Plaza, Suite 600  
Irvine, CA 92614-5987

6. **Contractor's Obligations.**

To the satisfaction of the Board's Project Manager, Contractor shall provide the following services:  
Provide written translation services

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

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

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

RENT BOARD

CITY OF RICHMOND, CA:  
 a municipal corporation

By:   
 Executive Director or Designee      Signature

CONTRACTOR:

By:       June 22, 2020  
 Signature      Date:

For the Contract between the City of  
Richmond Rent Board and

The Spanish Group LLC

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**SUPPLEMENTAL CONDITIONS**

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

**ITEM F-7  
ATTACHMENT 2**

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

The Spanish Group LLC

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**SPECIAL CONDITIONS**

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

**ITEM F-7  
ATTACHMENT 2**

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

**The Spanish Group LLC**

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**INSURANCE PROVISIONS**

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

**ITEM F-7  
ATTACHMENT 2**

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

The Spanish Group LLC

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**INSURANCE PROVISIONS**

1. Insurance Requirements – During the Term of this Contract, the City's Insurance Requirements are hereby waived.
2. Waiver of Liability – As a condition of this Contract, the Contractor, its officers, agents and employees, hereby waive any and all rights to seek recovery for loss or damages of any kind against the Board or City of Richmond, its officers, agents, and employees arising out of the goods or services provided under this Contract. This waiver of liability shall survive the expiration or termination of this Contract.

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