

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: April 13, 2023

CAO File No. 0220-00540-1652

Council File No. 21-1637-S1

Council District: Citywide

To: The Mayor
The Council

From:  Matthew W. Szabo, City Administrative Officer

Reference: Los Angeles Housing Department transmittal dated February 14, 2023; Received by the City Administrative Officer on March 22, 2023; Additional information received through April 12, 2023

Subject: **REQUEST FOR AUTHORITY TO ENTER INTO A SOLE-SOURCE CONTRACT WITH STRATEGIC ACTIONS FOR A JUST ECONOMY (SAJE) AND AMEND THE EXISTING TRANSLATION SERVICES CONTRACT (C-140985) WITH FOCUS LANGUAGE INTERNATIONAL, INC. FOR THE REGIONAL EARLY ACTION PROGRAM (REAP) SUBREGIONAL PARTNERSHIP PROGRAM**

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor:

1. Note and file the Los Angeles Housing Department (LAHD) transmittal, dated February 14, 2023 (Report), relative to the Regional Early Action Planning (REAP) grant-funded sole-source contract and amendment request;
2. Authorize the General Manager of the LAHD, or designee, to:
 - a. Execute a sole-source contract with Strategic Action for a Just Economy (SAJE) to provide services under the REAP Grant Program and complete a Displacement Risk Analysis and Interactive Mapping Tool, with a compensation amount not to exceed \$125,000, and a 13 month contract term retroactive to March 1, 2023 through March 30, 2024, in substantial conformance to the draft contract attached to the LAHD Report, subject to the approval of the City Attorney as to form and legality, and compliance with City contracting requirements;
 - b. Execute an Amendment to Contract No. C-140985 with Focus Language International, Inc., to increase the compensation amount by \$20,000 for a new total compensation of \$480,000, for the continued provision of translation services in compliance with the City's Language Access Plan for each of the LAHD REAP studies, in substantial conformance to the draft contract amendment attached to this

- report, subject to the approval of the City Attorney as to form and legality, and compliance with City contracting requirements; and;
- c. Prepare Controller instructions and technical corrections as necessary to the transaction included in this report to implement the intent of the transaction, subject to the approval of the City Administrative Officer; and,
3. Authorize the Controller to transfer \$20,000 within the LAHD Small Grants and Awards Fund No. 49N/43 from Account No. 43V904, Administrative Reserve to Account No. 43W560, Translation Services.

SUMMARY

The Los Angeles Housing Department (LAHD) requests authority to execute the following contract documents for the Regional Early Action Program (REAP) grant program: 1) a sole-source contract with Strategic Action for a Just Economy (SAJE) to assist the LAHD in completing a Displacement Risk Analysis and Interactive Mapping Tool, with a compensation amount not to exceed \$125,000 and contract term of 13 months, retroactive to March 1, 2023 through March 30, 2024, and 2) an amendment to City Contract No. C-140985 with Focus Language International, Inc. (FLI) to increase the contract compensation authority by \$20,000 for a total compensation not to exceed \$480,000 for the continued provision of translation services in compliance with the City's Language Access Plan for each of the REAP studies. The proposed end date for the SAJE contract is to align with the end date of LAHD's grant agreement with the Southern California Association of Governments for the REAP Grant. The LAHD indicates that approval of the requested documents will allow LAHD to implement critical program and strategies associated with the 2021-2029 Housing Element and comply with state and federal fair housing laws.

On March 18, 2022, the Mayor and Council authorized the LAHD to execute contracts for the REAP grant program, including services related to a Displacement Risk Analysis and Interactive Mapping Tool Study (C.F. 22-0137). The LAHD subsequently executed a contract with ECONorthwest to develop a report and interactive map that could identify and predict existing and future direct and indirect displacement risk, with a compensation amount of \$190,000 and a contract term from March 1, 2022 through June 30, 2023 (C-140313). The LAHD notes that it experienced various issues with the contractor during a six-month working period, such as delays in completing contract deliverables, unsatisfactory work product, and cost overruns. After consulting the Office of the City Attorney, the LAHD issued a 30-day termination notice to ECONorthwest on November 1, 2022. Additional information regarding the ECONorthwest contract and termination can be found in the LAHD Report.

The LAHD is now requesting authority to execute a sole-source contract with SAJE for the completion of the grant-funded Displacement Risk Analysis and Interactive Mapping Tool Study. The LAHD indicates that the proposed contractor, SAJE, is being recommended because of their knowledge of the City's tenant protections, code enforcement, and tenant habitability programs due to its other existing contract with LAHD. In addition, the SAJE is also contracted by the Los Angeles County Development Authority to provide displacement risk indicators services for the County.

Given this experience, the LAHD notes that executing a contract with SAJE will allow the LAHD to effectuate the goals and priorities that are identified in the City's eight-year Housing Element and support the City's intentional effort to collaboratively align with the County in developing a tool that speaks to the displacement needs of the City and County.

The LAHD is also requesting authority to execute an amendment to its translation services with FLI to address the LAHD's various translation and language interpretation needs that are part of its implementation of the REAP Program studies. Subsequent to the release of its Report, the LAHD provided the draft contract amendment since it was omitted from the LAHD Report. The draft amendment draft is attached to this report for Mayor and Council's consideration.

Pursuant to Charter Section 1022, the Personnel Department determined that City employees do not have the necessary qualifications to perform the translation services. The Personnel Department determined that City employees do have the necessary qualifications to perform displacement risk analysis report and interactive mapping tool. However, this Office determined that it is more feasible to contract the latter services because the work is intermittent in nature and exceeds staffing availability.

In accordance with the Los Angeles Administrative Code Section 14.7(a), Council approval of the proposed sole-source contract and amendment is required since the documents are funded with grant funds. To the best of this Office's knowledge, the contractors have complied with all standard provisions for City contracts.

FISCAL IMPACT STATEMENT

There will be no impact to the General Fund. The Regional Early Action Planning grant funds will be disbursed from the Southern California Association of Governments to the City upon receipt and approval of consultant invoices for work provided.

FINANCIAL POLICIES STATEMENT

The recommendations stated in this report comply with the City's Financial Policies in that one-time revenues will be used to support one-time expenditures.

MWS:CV:02230090c

Attachment

SECOND AMENDMENT
TO AGREEMENT NUMBER C-140985 OF CITY OF LOS ANGELES CONTRACT
BETWEEN
THE CITY OF LOS ANGELES
AND
FOCUS LANGUAGE INTERNATIONAL, INC.

THIS SECOND AMENDMENT to Agreement Number C-140985 (“Agreement”) of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles (“City”), and Focus Language International, Inc. (“Contractor”).

WITNESSETH

WHEREAS, the City and the Contractor have entered into an Agreement wherein Contractor shall provide Translation Services which has been funded in the Los Angeles Housing Department (“LAHD”) budget by U.S. Department of Housing and Urban Development pursuant to the CDBG Funds, REAP Funds, LEAP Funds, MHFF Funds, AcHF Funds, CODE Trust Fund, and RENT Trust Fund, which together with all amendments thereto shall hereinafter be referred to as the Agreement, said Agreement effective August 1, 2022; and

WHEREAS, the City and the Contractor entered into a First Amendment to the Agreement on November 22nd, 2022 which increased the total contract compensation amount by Twenty Thousand dollars (\$20,000) to a new total compensation amount of One Hundred Forty-Three Thousand Two Hundred Fifty-Five Dollars (\$143,255); and

WHEREAS, the City and the Contractor are desirous of further amending the Agreement as authorized by Section 14.8 of the Los Angeles Administrative Code, and the City Council and the Mayor (Council File TBD adopted by City Council on XXXX,XX 2023, and concurred by the Mayor on XXXX XX, 2023), which authorizes the General Manager of the City’s Los Angeles Department to prepare and execute an amendment to the Agreement for the purpose of: (a) adding additional funds in the amount of Twenty Thousand Dollars (\$20,000) for a new total of **One Hundred Sixty-Three Thousand, Two Hundred Fifty-Five Dollars (\$163,255)**; (b) and making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment; and

WHEREAS, this Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and the Contractor agree that the Agreement be amended as follows:

[Remainder of page intentionally left blank.]

SECOND AMENDMENT

- §1. Amend Section 301.A.1, “Compensation” by deleting it in its entirety, and replacing it with the following:

“1. The City shall pay Contractor up to an amount of One Hundred Sixty-Three Thousand Two Hundred Fifty-Five Dollars (\$163,255), for the complete and satisfactory performance of the Scope of Work. These funds shall be allocated from Community Development Block Grant (CDBG) funds, REAP Funds, LEAP Funds, MHFF Funds, AcHF Funds, CODE Trust Fund, RENT Trust Fund, and City General Funds. Contractor’s right to receive compensation is conditioned upon approval of the Budget by the City, compliance with the City’s indemnification and insurance requirements, satisfactory performance of the Scope of Work, and compliance with the terms and conditions contained herein.”

This amendment adds **Twenty Thousand Dollars (\$20,000)**.

- §2. Except as herein amended, all terms and conditions of the Agreement shall remain in full force and effect.
- §3. This Amendment may be executed in three (3) duplicate originals, each of which is deemed to be an original. This Amendment includes three (3) pages and one (1) exhibit which constitute the entire understanding and agreement of the parties. This Amendment, and any subsequent amendments, may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement or amendment. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

[Remainder of page intentionally left blank.]

[Signatures begin on next page.]

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this First Amendment to be executed by their duly authorized representatives.

APPROVED AS TO FORM:
HYDEE FELDSTEIN SOTO, City Attorney

Executed this ____ day of _____ 2023

By _____
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

ANN SEWILL
General Manager
Los Angeles Housing Department

Date _____

ATTEST:

HOLLY L. WOLCOTT, City Clerk

By _____
Luz C. Santiago
Assistant General Manager

By _____
Deputy City Clerk

Executed this ____ day of _____ 2023

Date _____

For: Focus Language International Inc.

(Contractor's Corporate Seal)

By _____
Selin Cacao
Chief Executive Officer

By _____
Natalie Pena
Vice President

CFDA Number: CDBG 14.218

FAIN ID: B-22-MC-06-0523

UEI Number: HMMQLDZLSKK3

City Business License Number: 0003321909-0001-3

Internal Revenue Service ID Number: 46-2633209

Council File/CAO File Number: 21-1186-S1 & TBD Date of Approval: 06/08/2022 & 06/20/2022; TBD

Said Agreement is Number C-140985 of City Contracts, Amendment 2