

SECOND AMENDMENT TO SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT (“**Agreement**”) is entered into this 20th day of July 2021 (“**Effective Date**”), by and between the CITY OF ALAMEDA, a municipal corporation (the “**City**”), and Preferred Alliance, a California corporation, whose address is 16960 S. Harlan Road, Building 2, Lathrop, CA 95330, (the “**Provider**”), in reference to the following facts and circumstances:

RECITALS

- A. On September 1, 2015, an agreement was entered into by and between City and Provider (hereinafter “**Agreement**”) with compensation not to exceed \$30,000.
- B. On September 1, 2018, the original agreement was amended be between City and Provider (hereinafter “**Agreement**”) with additional compensation not to exceed \$40,000 for services rendered during the added contractual term between September 1, 2018 and August 31, 2021, and with a total aggregate not to exceed amount of \$70,000.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

- 1. Paragraph 1 of the agreement is modified to read as follows:

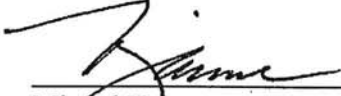
The term of this Agreement shall commence on the 1st day of September, 2015, ad shall terminate on the 31st day of August, 2024, unless terminated earlier as set forth herein per Section 19.
- 2. Paragraph 3A of the Agreement is modified to read as follows:
 - A. Service Provider shall be compensated for the services performed in accordance with the original contract and the First Amendment consistent with the terms of those agreements. Additionally, Service Provider shall be compensated for the Second Amendment, covering services performed during the period between September 1, 2021 and August 31, 2024, at the hourly rates set forth in Exhibit B of the Second Amendment. Compensation for services performed pursuant to the Second Amendment shall not exceed \$40,000 for the three year term. Total Compensation for this Agreement shall not exceed \$110,000.
 - B. Payment shall be made by checks drawn on the treasury of the City.

Signatures on the following page

IN WITNESS WHEREOF, the parties have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

Preferred Alliance, Inc.
a California corporation

CITY OF ALAMEDA
a municipal corporation



Miguel Taame
President


Eric J. Levitt
City Manager

** Attached California Acknowledgment*

By: _____

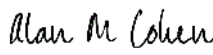
RECOMMENDED FOR APPROVAL

Title: _____

DocuSigned by:


D078DF5EF1A348C...
Nancy Bronstein
Human Resources Director

APPROVED AS TO FORM:
City Attorney

DocuSigned by:


1548E053B24E49E...
Alan M. Cohen
Assistant City Attorney

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Alameda }

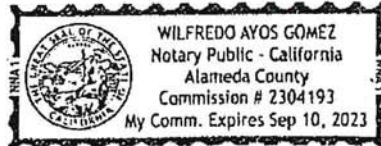
On July 06, 2021 before me, Wilfredo Ayos Gomez
(If here insert name and title of the officer)
Notary Public

personally appeared Miguel Taima
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Wilfredo Ayos Gomez
Notary Public Signature (Notary Public Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Second Amendment to Services
(Title or description of attached document)
Provider Agreement
(Title or description of attached document continued)
Number of Pages 2 Document Date July 06, 2021

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
President
(Title)
- Partner(s)
- Attorney-In-Fact
- Trustee(s)
- Other _____

EXHIBIT "B"**Fees for Services:**

Employer shall pay Preferred Alliance, inc. according to the following schedule:

Preferred Alliance Random Fee Schedule**ON SITE TESTING**

Company Random Pool Size	Per Driver/Per Month Rate	Payment Terms
30-40	\$9.17	Monthly

Non-random Tests (Pre-employment, Post-accident, Reasonable Suspicion, Return to Duty, and Follow-up)	\$65 for drugs \$40 for alcohol
On-site Collection	\$150 per visit
After Hours (5:00 pm -8:00 am) for DOT or Non-DOT Reasonable Suspicion or Post-accident test	\$250 per visit + cost of test

Other Fees

Reasonable Suspicion Training	\$800 + travel expenses + \$15 per supervisor for materials they keep
Online Reasonable Suspicion Training	\$75 per license
Driver Training	\$400 + travel expenses + \$6.50 per driver for driver's handbook that they keep
Clearinghouse	\$3.00 per Limited Query and \$4.00 per Full Query and reporting a Violation

