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 Talme President	Eric J. Levitt City Manager
A Attactor Confirma Acknowledgement	
Ву:	RECOMMENDED FOR APPROVAL
Title:	Nancy Bronstein
	Nancy Bronstein Human Resources Director
	APPROVED AS TO FORM: City Attorney
*	DocuSigned by: Alan M (shun 1548E053B24E49E
	Alan M. Cohen Assistant City Attorney

State of California

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.

	<u> </u>
County of Alamala	- } a
On July 86, 2021 before me.	Wilfredo Ayor Gomany Notory Public (Here insort name and title of the officer)
. , , , , , , , , , , , , , , , , , , ,	(I lere insort name and title of the officer)
personally appearedM	iquel Taims -
who proved to me on the basis of activ	sfactory evidence to be the person(s) whose
name(e) is/are subscribed to the with it	stactory evidence to be trie person(s) whose
halles the second of the Within	n instrument and acknowledged to me that
ne/sne/they executed the same in his/	her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrur	ment the person(s), or the entity upon behalf of
which the person(s) acted, executed the	ne instrument.
I certify under PENALTY OF PERJUR	Y under the laws of the State of California that
the foregoing paragraph is true and co	irrect
0 - 0 0	neot,
	· ·
WITNESS my hand and official seal.	WILFREDO AYOS GOMEZ Notary Public - California
$\alpha = \alpha$	Alameda County
(.l.1.X/ ./	Commission # 2304193
the with Linds	My Comm. Expires Sep 10, 2023
Notary Public-Signature (N	lotary Public Seal)
•	•
ADDITIONAL OPTIONAL INFORMAT	INSTRUCTIONS FOR COMPLETING THIS FORM
	- The Join compact with current outforms sentence regarding hotely working the
DESCRIPTION OF THE ATTACHED DOCUMENT	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
second Amendmind to Newsec	as the wording does not require the California notary to violate California notary
(Title or description of attached document)	law.
	 State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
Provide Tigracion	Date of notarization must be the date that the signer(s) personally appeared which
Provider Agreement (Title or description of altached document continued) Number of Pages 2 Document Date	must also be the same date the acknowledgment is completed.
Number of Pages 2 Document Date	• The notary public must print his or her name as it appears within his or her
Trained or agoo bodynom bato	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.
CAPACITY CLAIMED BY THE SIGNER	 Indicate the correct singular or plural forms by crossing off incorrect forms (i.e.
☐ Individual (s)	he/she/they; is /are) or circling the correct forms. Failure to correctly indicate this
© Corporate Officer	information may lead to rejection of document recording. The notary scal impression must be clear and photographically reproducible.
Prevident	Impression must not cover text or lines. If seal impression smudges, re-seal if a
(Title)	sufficient area permits, otherwise complete a different acknowledgment form.
☐ Partner(s)	 Signature of the notary public must match the signature on file with the office of the county clerk.
☐ Attorney-In-Fact	Additional information is not required but could help to ensure this
. □ Trustee(s)	acknowledgment is not misused or attached to a different document.
Other	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
	composite officer indicate the title (i.e. CEO, CEO, Secretary)
015 Version www.NotaryClasses.com 800-873-9865	corporate officer, indicate the title (i.e. CEO, CFO, Secretary). Securely attach this document to the signed document with a staple.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/01/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pennhasak Ingurance Services		CONTACT Shawna Decker				
Pennbrook Insurance Services License #0622553	PHONE (A/C, No, Ext): 415-820-2236	FAX (A/C, No): 415-3	15-394-8332			
	142 Sansome Street, 4th Floor San Francisco, CA 94104	E-MAIL ADDRESS: sdecker@pennbrookins.com				
Pennbrook - House A/C	INSURER(S) AFFORDING CO	VERAGE	NAIC#			
	INSURER A : Sentinel Insurance Co,LTD		11000			
Health Services & Benefit Administrators, Inc. & Preferred Alliance, Inc. 4160 Dublin Blvd Ste 400 Dublin, CA 94568-7756		INSURER B ; Integon National Insurance Co		29742		
	INSURER C : Hartford Fire Insurance Co.		19682			
	INSURER D : Great American Insurance Co		16691			
	Dublin, CA 94568-7756	INSURER E : Underwriters at Lloyds, London		15792		
		INSURER F:				

COVERAGES CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
Α	X COMMERCIAL GENERAL LIABILITY		8				EACH OCCURRENCE	s	2,000,000	
	CLAIMS-MADE X OCCUR	Х		57SBABF2066	01/01/2021	01/01/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	2,000,000	
	X Contractual Liab						MED EXP (Any one person)	\$	10,000	
	X Employee Benefits						PERSONAL & ADV INJURY	\$	2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:			GENERAL AGGREGATE	s	4,000,000				
	POLICY PRO- JECT X LOC						PRODUCTS - COMP/OP AGG	\$	4,000,000	
	OTHER:						EBL	S	2M/4N	
	AUTOMOBILE LIABILITY	-					COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000	
В	ANY AUTO	190		2004715061	03/16/2021	03/16/2022	BODILY INJURY (Per person)	\$		
- [ALL OWNED X SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$				
V						PROPERTY DAMAGE (Per accident)	s			
									\$	
	X UMBRELLA LIAB X OCCUR				01/01/2021	01/01/2022	EACH OCCURRENCE	\$	4,000,000	
A	EXCESS LIAB CLAIMS-MADE			7SBABF2066			AGGREGATE	s	4,000,000	
	DED X RETENTIONS 10,000							s		
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	PLOYERS' LIABILITY PRIETOR/PARTNER/EXECUTIVE WINEMBER EXCLUDED? ON IN NH) ON IN NH ON						X PER OTH-		
C	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		01/01/2022	E.L. EACH ACCIDENT	s	1,000,000				
				E.L. DISEASE - EA EMPLOYEE	s	1,000,000				
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s	1,000,000	
D	Errors & Omissions			MPL1751024	07/12/2020	07/12/2021	Limit 5,00		5,000,000	
E	Excess E&O			HMPL190360	07/12/2020	07/12/2021	Limit		5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Alameda, its City Council, boards and commissions, officers, employees and volunteers are additional insured for work done on their behalf by the named insured per policy form SS0008.

CERTIFICATE HOLDER

CANCELLATION

City of Alameda Public Works Department Alameda Point, Building 1 950 West Mall Square, Room 110 Alameda, CA 94501-7558 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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