

FIRST AMENDMENT TO SERVICE PROVIDER AGREEMENT

THIS FIRST AMENDMENT to the Service Provider Agreement is entered into December 3, 2019 between the City of Alameda ("City") and Centro Legal de la Raza ("Provider").

RECITALS

- A. City and Provider entered into a Service Provider Agreement ("the Agreement") on October 24, 2018 by which Provider would provide legal services for lower income tenant households in Alameda.
- B. The Agreement set forth a Scope of Services (Exhibit A to the Agreement) and the compensation to be provided to the Provider for such services.
- C. City and Provider now desire to revise the Scope of Services but make no change to the compensation.

NOW, THEREFORE, for the promises expressed herein, the City and Provider agree the Agreement is to be amended as follows:

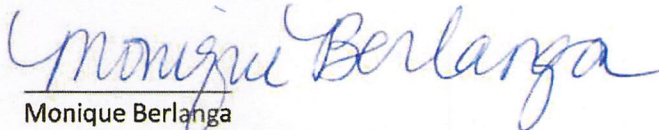
1. Section 2 of the Agreement is amended as follows.

2. SERVICES TO BE PERFORMED:

Provider shall at its own cost and expense provide the services set forth in the attached Schedule A, Scope of Services.

2. In all other respects, the Agreement is to continue in full force and effect.

Centro Legal de la Raza

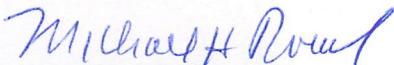


Monique Berlanga
Directing Attorney, Tenants' Rights Practice

City of Alameda

Eric Levitt
City Manager

Approved as to form:



Michael H. Roush
Chief Ass't City Attorney

Schedule A

Scope of Services

- 1. Delivery of Services to Tenants:** CENTRO will provide the following legal services to eligible low-income tenants to reduce the risk of displacement.
 - a. Legal Services:**
 - i. ***Overview of Services:*** CENTRO shall provide legal services to low-income tenants to reduce the risk of displacement. These services will be delivered utilizing the following approaches: 1) legal consultation; 2) legal representation; 3) tenant outreach and education; and 4) supporting the City of Alameda Prosecution team's efforts to enforce housing laws.
 - ii. ***Legal Consultation Services:*** These services are short-term, limited legal services that do not include ongoing or fuller engagement such as representation.
 1. These services will be provided at the following legal clinics:
 - a. CENTRO will hold monthly community-based clinics sited so as to be accessible to the communities most in need of housing-related services. Locations include, but are not limited to, the following: Mastick Community Center, the Alameda Library, and Alameda Point Collaborative.
 - b. Weekly drop-in clinics located at CENTRO'S office.
 2. Services provided at clinics will include:
 - a. Advice and counsel;
 - b. Assistance completing forms or preparing correspondence;
 - c. Assistance with reviewing notices of rent increase, notices of change of terms of tenancy, and eviction notices;
 - d. Addressing questions related to the City of Alameda's Rent Stabilization Ordinance and state law;
 - e. Preparing rent board petitions, writing letters, or making phone calls
 - iii. ***Legal Representation Services:*** These services are more extensive than consultation and include:

1. Representing a tenant in negotiations aimed at avoiding the filing of an unlawful detainer action;
2. Defending or settling an unlawful detainer action;
3. Representing a tenant in negotiations for temporary or permanent household relocation to allow for mitigation or remediation of habitability issues, such as health and safety violations or other no fault evictions reasons that trigger relocation costs;
4. Representing tenants in administrative hearings in front of the Rent Program.

- iv. ***Tenant Outreach & Education.*** These services may include coordinating and conducting Know Your Rights workshops at community-based sites, such as schools, community centers, libraries, and places of worship. The team will also work to train community leaders to generate widespread grassroots knowledge of tenants' rights.
- v. ***Supporting City of Alameda Prosecution Team's efforts to enforce housing laws:*** These services will include collaborating with the Prosecution Team to identify issues and trends, refer cases, and to support litigation efforts when appropriate.

- b. **Performance Goals:** CENTRO will create and implement an outreach campaign that will build broad awareness of our services. With increased outreach efforts and commencement of community-based clinics, CENTRO will work to meet the following performance goals:

- i. ***Delivery of Legal Services:***

1. CENTRO will hold one community-based clinic per month.
2. CENTRO will hold one drop-in clinic per week at CENTRO'S office.
3. Tenants served: At least 95 unduplicated low-income tenants will receive services aimed at reducing the risk of displacement, including the following:
 - a. Legal Consultation: 75 clients
 - b. Legal Representation: 20 clients
 - c. Housing Stabilization Strategy Plan: 95 clients
4. ***Measurable Outcome #1 - Housing Security:*** At least 50% of those receiving Legal Representation services pursuant to this contract will have achieved a measurable

improvement in their housing security, such as, but not limited to:

- a. Avoided an eviction
- b. Had a rent increase rescinded
- c. Received a rent reduction
- d. Secured time and/or money to move as means to avoid eviction and/or homelessness

5. ***Measurable Outcome #2 – Tenant Awareness and Preparedness***: At least 80% of those receiving Legal Consultation services report, through a Client Satisfaction Survey, that they are more aware of resources and options available to them and are better prepared to successfully resolve their housing issues as a result of the services received.

ii. ***Delivery of Outreach and Education Services:***

1. CENTRO will hold six Know Your Rights presentations and/or renter education workshops.
2. On a quarterly basis, CENTRO will post and/or provide information about accessing services to community organizations, city departments, faith based organizations, libraries, schools, laundromats, coffee shops, etc. to ensure tenants are aware of how to access CENTRO'S services.
3. CENTRO will table at four community-based events.
4. CENTRO will create and disseminate educational materials to at least 20 non-profit social service providers, libraries, parent engagement programs in school districts, religious institutions, social services and community centers.

iii. ***Collaboration with City Services and Programs:***

1. CENTRO will collaborate with the City Prosecutor in referring cases and identifying trends and issues ripe for prosecution.
2. CENTRO will meet with Rent Program staff on a quarterly basis to discuss program updates, issues, trends, referrals, and ideas for collaboration.

- c. **Eligibility**: Tenants shall be eligible for services if they are residents of the City of Alameda and whose household income is less than 80 % of AMI per Housing and Urban Development.

2. **Housing Stabilization Strategies**: CENTRO shall work with each tenant receiving legal services to develop a list of action steps that either or both the



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/20/2019

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	CONTACT NAME: Lynda Reynolds-Brown
Cook, Disharoon & Greathouse, Inc.	PHONE (A/C, No. Ext): (510) 437-1900 FAX (A/C, No): (510) 437-1979
1942 Embarcadero	E-MAIL ADDRESS: lbrown@cdginsurance.com
Oakland CA 94606	INSURER(S) AFFORDING COVERAGE
INSURED	INSURER A: Great American Assurance Co.
Centro Legal de la Raza, Inc.	INSURER B: Great American Alliance Ins.
3400 E 12th Street	INSURER C:
Oakland CA 94601	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: CL198812400 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PAC2001148	8/31/2019	8/31/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PAC2001148	8/31/2019	8/31/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			UMB0258210	8/31/2019	8/31/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Sexual Abuse/Molestation			PAC2001148	8/31/2019	8/31/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000

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

CERTIFICATE HOLDER	CANCELLATION
lakil@alamedacityattorney.org City of Alameda Lucretia Akil, Risk Manager 2263 Santa Clara Ave, Room 240 Alameda, CA 94501	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 L Reynolds-Brown/NW <i>Lynda A. Reynolds-Brown</i>

COMMENTS/REMARKS

The City of Alameda, its City Council, boards, commissions, officials, employees, and volunteers are included as Additional Insured on General Liability per the Endorsement #CG2026 04/13, provided it is required in a written contract between the Named Insured and Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

Name of Additional Insured Person(s) or Organization(s):

**The City of Alameda, its City Council, boards, commissions, officials,
employees, and volunteers**

**2263 Santa Clara, Room 240
Alameda, CA 94501**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. SECTION II - WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III - LIMITS OF INSURANCE:

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

1. required by the contract or agreement; or
2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.