

**CITY OF RICHMOND RENT PROGRAM
CONTRACT AMENDMENT**

Department: Rent Program	Project Manager: Nicolas Traylor
Project Manager E-mail: nicolas_traylor@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6564
P.R. No: Vendor No: 1571	P.O./Contract No: 4689
Description of Services: Provide legal advice and advocacy to qualifying Low Income Richmond Residents for housing-related issues in connection with the Fair Rent, Just Cause for Eviction, and Homeowner Protection Ordinance and related policies.	
Amendment No. <u>2</u> modifies the: (2nd or subsequent amendments attach Amendment History page)	
<input checked="" type="checkbox"/> Term, Payment Limit and Service Plan	<input type="checkbox"/> Payment Limit and Service Plan
<input type="checkbox"/> Term and Service Plan	<input type="checkbox"/> Service Plan

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

- Parties. The parties to this Contract Amendment are the City of Richmond Rent Board (Rent Board), and the following named Contractor:

Bay Area Legal Aid

Company Name:

Street Address: 1025 Macdonald Avenue

City, State, Zip Code: Richmond, CA 94801

Contact Person: Adam Poe, Managing Attorney

Telephone: (510) 233-9954 Email: apoe@baylegal.org

Business License No: 40008976 / Expiration Date: December 31, 2020

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

- Purpose. This Contract Amendment is being entered into to amend the Contract between Rent Board and Contractor which was approved by the Rent Board or executed by the Executive Director on February 20, 2019, which **original** term commenced on March 1, 2019 and terminates June 30, 2019 with an **original** contract payment limit of \$25,000.00. Said contract shall hereinafter be referred to as the "Original Contract" and is incorporated herein by reference.

- 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 Rent Board 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 RENT BOARD:

CONTRACTOR:

Bay Area Legal Aid

By: 

Title: Executive Director

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

By: 

Rent Board Clerk

Approved as to form:

By: Charles Oshinuga

Staff Attorney

Digitally signed by Charles Oshinuga
Date: 2020.08.31 18:25:51 -07'00'

List of Attachments:

1. Amendment Provisions
2. Updated Insurance Certificates

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

By: 

Title: Executive Director

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

By: 

Title: CFO

(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.

ADDENDUM A
“Bay Area Legal Aid” Contract Amendment FY 2020-21

CONTRACT PROJECT: Bay Area Legal Aid FY2020-21, Scope of Services and Goals.

The additions, omissions, clarifications, and corrections herein shall be made to the Contract Amendment, for Bay Area Legal Aid- Scope of Services and Goals, and shall be included in the scope of work and proposals to be submitted for Fiscal Year 2020-21.

1. Scope of Services

Activity No. 1: Legal Clinic shall state the following (additions in bold):

Create and Operate **an in-person or remote** Legal Clinic in the City of Richmond to provide legal information and assistance regarding housing related legal issues that implicate the Fair Rent, Just Cause, and Homeowner Protection Ordinance (hereinafter, “Rent Ordinance”) and accompanying Rules and Regulations. Legal information and assistance will include, but is not limited to, the following issues: evictions, habitability, utilities, security deposits, reasonable accommodations, and other landlord/tenant concerns. Additionally, the Legal Clinic will assist eligible participants in drafting letters and other documents that implicate rights and obligations under the Rent Ordinance and accompanying Regulations. Finally, Contractor shall appoint a supervising attorney to administer the Legal Clinic and ensure that each Legal Clinic is staffed by at least three (3) staff members, **including trained interns and/or volunteers.**

Activity No. 2 Supplemental Legal Clinic Services, Sentence three, shall state the following (additions in bold):

Contractor will provide weekly intake sessions for households requiring more in-depth assessments and follow-up that they may not otherwise receive through the Legal Clinic. These services will provide for more enhanced legal consultations that include more in-depth investigation and/or direct counsel intervention. This may include the filing of an administrative petition or submitting pertinent legal documents on behalf of an eligible client, and where feasible, extended legal representation in forums that include, but are not limited to, **mediation**, negotiation, administrative hearings, trial, and/or affirmative litigation.

2. Goals

Activity No. 1: Legal Clinic shall state the following:

During the duration of fiscal year **2020-2021**, Contractor shall conduct at least one legal clinic per week for a total of at least **34 legal clinics**. Additionally, within these legal clinics Contractor shall, at a minimum, provide **one-hundred and fourteen (114)** eligible unduplicated participants with legal information and assistance.

Activity No. 2 Supplemental Legal Clinic Services shall state the following:

During the duration of fiscal year **2020-2021**, Contractor shall, at a minimum, provide **sixteen (16)** eligible unduplicated participants with legal representation related to the enforcement of the Richmond Rent Ordinance.

Activity No. 3: Referrals to Peer Legal Services Organizations shall state the following:

During the duration of fiscal year 2018-2019, Contractor shall, at a minimum, provide **twenty seven (27)** legal referrals to peer legal service providers, institutional internal services, and/or legal services organizations.

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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

March 1, 2019

_____ (Insert original contract commencement date)

and it terminates

June 30, 2021

_____ (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 \$ **56,250.00** . Paragraph 3 of the Original Contract is amended to read as follows:

"3. Payment Limit. Rent Board's total payments to Contractor under this Contract shall not exceed \$ **156,250.00** including expenses."

"The Rent Board 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:

See attached amendments to the Original Service Plan (Addendum A). New term of contract will commence October 1, 2020 through June 30, 2021.

Contract Amendment between the City of Richmond and
Bay Area Legal Aid

Amendment No.

2

P.O./Contract No.

4689

AMENDMENT PROVISIONS (AMENDMENT HISTORY)

The **first** Contract Amendment was approved by the Rent Board or executed by the Executive Director on June 19, 2019 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 75,000.00 for a payment limit not to exceed \$ 100,000.00.
- Term Amendment (insert new termination date): June 30, 2020
- Service Plan

The **second** Contract Amendment was approved by the Rent Board or executed by the Executive Director on May 20, 2020 for one or more of the following provisions (check those that apply):

- Increased contract payment limit by \$ 56,250.00 for a payment limit not to exceed \$ 156,250.00.
- Term Amendment (insert new termination date): June 30, 2021
- 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 \$ 156,250.00.
- 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 \$ 156,250.00.
- 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 \$ 156,250.00.
- Term Amendment (insert new termination date): _____
- Service Plan