

**AMENDMENT NUMBER ONE CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
CENTRO LEGAL DE LA RAZA
FOR
ADMINISTRATION OF THE CITY’S TENANT/LANDLORD COUNSELING PROGRAM**

This **Amendment Number One** (“Amendment”) is made by and between the City of San Leandro (“City”) and Centro Legal de la Raza (“Consultant”) (together sometimes referred to as the “Parties”) as of January 9, 2023, and amends that certain Consulting Services Agreement (“Agreement”) dated July 1, 2022, between the Parties.

WHEREAS, City and Consultant have executed the Agreement, pursuant to which Subrecipient administers the Tenant/Landlord Counseling Program that also includes legal services to protect tenant rights and to preserve housing stability; and

WHEREAS, Consultant provides counseling services--regardless of income level--that are available to tenants who are residents of the City of San Leandro and owners/property managers of residential rental properties in the City of San Leandro and who seek advice and counseling on tenant and landlord rights and responsibilities; and

WHEREAS, Consultant provides legal services primarily targeting lower income tenant households whose rights are violated and/or are at risk of housing instability including eviction; and

WHEREAS, on November 1, 2021, the San Leandro City Council adopted Resolution No. 2021-150 approving the allocation of federal American Rescue Plan Act (ARPA) funding for Fiscal Years 2021-22 and 2022-23 towards proposed projects and programs intended to improve community wellbeing and help residents and businesses to recover from the combined health, social, and economic impacts of the COVID-19 pandemic including \$40,000 to enhance tenant-landlord counseling and legal aid services for tenants facing housing instability; and

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Section 2, “Compensation”, of the Agreement is amended to increase the maximum amount of funds to be provided to Consultant by \$40,000 to a total amount of \$85,000.

2. Under the Finance Director signature block add **Account Number: 190-41-829-5120**, as the additional \$40,000 will come from this account using ARPA funds and the original \$45,000 will continue to be funded by **Account Number: 010-41-004-5120**

3. Exhibit A, "Scope of Services," Section 1. Basic Terms, "Concise Description of Program" is amended to increase the program delivery cost not to exceed \$85,000; SubSection (4) Legal Services, Detailed Description of Deliverables has been updated.

4. Exhibit B, "Compensation Schedule" of the Agreement is hereby amended and replaced with the revised Budget, attached to this Amendment as Exhibit B and incorporated herein.

5. Exhibit E, "MOU with ECHO Housing" is replaced by the attached Exhibit E. "Second Amendment to MOU Between Centro Legal de la Raza and Eden Council for Hope and Opportunity."

6. All other terms shall remain in full force and effect.

7. This Amendment may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

The Parties have executed this Amendment as of the date first written above.

SIGNATURES ON NEXT PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

CENTRO LEGAL DE LA RAZA

DocuSigned by:
Fran Robustelli

Frances M. Robustelli, City Manager

DocuSigned by:
Monique Berlanga

Monique Berlanga, Executive Director

Attest:



DocuSigned by:
Kelly B. Clancy

Kelly B. Clancy, City Clerk

Budget Approved:

Approved as to Fiscal Authority:

DocuSigned by:
Mayette Bailey

Michael Yuen, Finance Director

010-41-004-5120 (\$45,000) & 190-41-829-5120 (\$40,000)
Account Numbers

Approved as to Form:

DocuSigned by:
Richard Pio Roda

Richard D. Pio Roda, City Attorney

Per Section 10.7:
 Form 700 Not Required
 Form 700 Required

DocuSigned by:
Tom Liao

Tom Liao, Director Community Development Department

EXHIBIT A - SCOPE OF SERVICES

Legal Services for Housing Stability Program

Introduction: The City of San Leandro's Tenant/Landlord Counseling Program includes legal services to protect tenant rights and to preserve housing stability. While the Tenant/Landlord Counseling services will be available to tenants and landlords regardless of income level who seek advice and counseling on tenant and landlord rights and responsibilities, the legal services component of the program will be targeted to lower income tenants (including tenants of mobile homes that rent spaces in any of the City's mobile home parks) whose housing rights are violated and/or are at risk of housing instability.

1. Basic Terms

Concise Description of Program: The total budget for the Legal Services for Housing Stability program may not exceed \$85,000 per fiscal year. The term of the contract will be from July 1, 2022 through June 30, 2023. Based on the performance during the first 12 months, the City reserves the right to renew the contract on an annual basis.

Concise Description of Deliverables: The Consultant shall provide part-time hours at a minimum of three hours each month at place- and community-based San Leandro City locations to meet with tenants and landlords in adequately scheduled intervals. The Consultant will also provide housing clinics during evening hours six times per year for those households, which cannot come to the City during regular business hours. The Consultant shall hold clinics via phone or other remote technologies when public health issues make in-person clinics a danger to the community.

2. Administration of the Program (including Legal Services for Lower-income Tenants)

Detailed Description of Activities: The Consultant shall address four (4) categories of services to eligible tenants and landlords, detailed as follows:

(1) Marketing

The Tenant/Landlord Program (including Legal Services for lower income tenants only) will be marketed City-wide to tenants and landlords. For tenants that are at risk of housing instability include the following tenants: those whose rents have been increased, with habitability concerns, who have been threatened with eviction, or who have unusual rented living circumstances (e.g.: illegal units, group housing, etc.). While acknowledging the need for City-wide services, it is also important to note that there are specific populations and areas of the City that are more impacted than others. The Consultant will develop a marketing strategy based on reliable data sources which will help target populations, including vulnerable eligible tenant and landlord households. Marketing and intake must be presented in a clear manner that streamlines access for eligible residents regardless of age, culture, language, citizenship and other possible barriers to receiving services.

(2) Tenant/Landlord Counseling Services

The Consultant shall respond to tenants and landlords with questions related to their rights and responsibilities and housing law face to face or by phone or email in a timely manner. If a client needs phone-based or in-person legal advice to clarify rights, responsibilities and next steps which they can implement, this will be provided in a timely manner. This will be documented in the client file and follow-up contact will assess effectiveness and need for additional services.

(3) Intake, Assessment and Stabilization Strategy

The Consultant will complete an intake to assess clients' needs and screen clients for program eligibility. Low-income tenants are defined as meeting HUD income limits for 80% of Area Median Income for the purposes of eligibility for legal services. It is expected that the Consultant will have full knowledge of existing assistance programs throughout the Region and will help clients access the appropriate services to stabilize their housing. The Consultant will be expected to facilitate referrals to other programs and collaborate with client's other service providers, as appropriate. The Consultant will need to have the ability to refer people who are currently homeless to the countywide homeless Coordinated Entry System and/or other homeless-oriented services as appropriate. When the City-funded Program is determined to be an effective component of helping a client stabilize their housing then the Consultant will develop a brief written strategy with that client. The needs of each client will vary and therefore the assistance for each client should be tailored to their particular situation. The most effective strategy may include various types of assistance, not all of which may be City-funded services, and the Consultant will facilitate client access to that assistance as well. The Consultant must be able to quickly respond to client needs whether it is providing legal advice on the phone or representing a client in court.

(4) Legal Services

If a client needs more than legal advice, the program shall provide a full range of legal services such as:

- Assisting tenants in negotiations with landlords and/or legal representation in court to prevent an eviction;
 - Consultant will provide legal consultation services where appropriate. Legal consultation services are short-term, limited legal services that do not include ongoing or fuller engagement such as representation. Such services may include: (1) Advice and counsel; (2) Assistance completing forms or preparing correspondence; (3) Supporting individuals in representing themselves; (4) Assistance with reviewing contracts, letters, or written documents; and/or (5) Other short-term, limited assistance aimed at preventing displacement.
 - Consultant will provide full legal representation services where appropriate. Legal representation services are more expansive than legal consultation and will be provided where it is determined that such services are necessary or appropriate to prevent displacement. Such services may include: (1) Representing a renter in negotiations aimed at avoiding the filing of an unlawful detainer action and/or a rent increase that would result in displacement; (2) Defending or settling an unlawful detainer action; and/or (3) Representing a renter in negotiations for temporary or permanent household relocation to allow for the mitigation and remediation of habitability issues, such as health and safety code violations.
- Providing referrals for special circumstances landlords with conflicts not otherwise resolved by the Tenant- Landlord Consultant's mediation/conciliation; and/or
- Providing referrals for homeowners facing foreclosure or tax default with negotiations with their creditors.

Detailed Description of Deliverables: The Consultant must provide adequate legal services quickly and efficiently to help clients resolve their housing crisis. This will be documented in the client file and follow-up contact will assess effectiveness and need for additional services.

At least 76 tenants will receive services annually, including the following:

- Legal consultation: 61 clients
- Legal representation: 15 clients

3. Reporting

- A.** The Consultant shall collect data related to eligible clients and services rendered. This data will be consolidated into a report that will include the following components:
- i. Client data shall include: zip code, client race, client ethnicity, client/household disability status, household size, number of households with members under 18 years of age, and clients over 65 years of age.
 - ii. Types of services delivered: Whether clients received consultations or representations.
 - iii. Deliverables as described in Section 2(4).
 - iv. Types of housing issues encountered by clients served. Information will be provided based on the number of tenants who had a certain issue. Individual client issues will not be provided.
- B.** Reporting on items above in 3(A) will be delivered to the City quarterly, no later than 30 days after each quarter ends.
- C.** The Consultant will meet with City staff at least annually to discuss performance and any adjustments necessary for the Program, or any other matters, as necessary.
- D.** The Consultant and City shall work collaboratively throughout the Contract term to provide information regarding the Program to the San Leandro City Council, the public and community stakeholders.

EXHIBIT B - COMPENSATION SCHEDULE

| Centro Legal de la Raza City of San Leandro Tenant/Landlord Counseling Program Program Budget July 1, 2022 - June 30, 2023 | | | |
|---|--------------------|-------------|------------------|
| LEGAL SERVICES PROGRAM | | | |
| Salaries, Wages, Fringe | Base Salary | %FTE | Total |
| Staff Attorney | \$73,847 | 43% | \$31,754 |
| Directing Attorney | \$114,085 | 2% | \$2,282 |
| Intake Coordinator | \$56,541 | 8% | \$4,241 |
| Junior Accountant | \$70,595 | 6% | \$4,447 |
| Fringe benefits (@21%) | | | \$8,972 |
| <i>Subtotal</i> | | | \$51,696 |
| Program Expenses | | | |
| Indirect Cost Allocation (@10%) | | | \$5,104 |
| <i>Subtotal</i> | | | \$5,104 |
| Tenant/Landlord Counseling and Mediation | | | |
| ECHO Housing | | | \$28,200 |
| <i>Subtotal</i> | | | \$28,200 |
| Subtotal: Legal Services Program | | | \$ 85,000 |

Legal Services Program Budget Detail

i. Salaries, Wages, Fringe Benefits:

Staff Attorney at \$73,847 base salary, 43% FTE for this program, for a total: \$31,754.

- Primary responsibilities will include: directly representing low-income tenants in unlawful detainer trials and appeals; directly representing low-income tenants in administrative hearings; supervising and/or providing consultations at drop-in clinics; providing Know Your Rights presentations to community-based organizations; and representing Centro Legal de la Raza and its clients at community events, stakeholder meetings, City Council hearings, etc.

Directing Attorney, at \$114,085 base salary, 2% FTE for this program, for a total: \$2,282 .

- Provide broad-level oversight of both the Legal Services and Rental Assistance Programs.

Intake Coordinator, at \$56,541 base salary, 8% FTE for this program, for a total: \$4,241.

- Primary responsibilities will include: screening individuals by phone and email for eligibility for services, assess legal issues, schedule consultations and referrals as needed, assist with intake and data entry, support client meetings, collecting documentation, and other administrative responsibilities. Support with outreach, translation and presentations.

Junior Accountant, at \$70,595 base salary, 6% FTE for this program, for a total: \$4,447.

- Track and monitor expenses and prepare City billings and invoices as required.

Fringe Benefits, at 21% of base salaries, for a total of \$8,972.

Subtotal: \$51,696.

ii. Program Expenses

Indirect Cost Allocation

- At 10% of total Salaries, Wages, Fringe and Program Expenses, for a total of \$5,104.

Subtotal: \$5,104

iii. Tenant/Landlord Counseling and Mediation

ECHO Housing

- Proposed MOU'ed partner to provide tenant/landlord counseling services, and conduct outreach, engagement, and marketing to target population in collaboration with Centro, for a total of \$28,200.

Subtotal: \$28,200.

TOTAL LEGAL SERVICES PROGRAM EXPENSES: \$85,000.

EXHIBIT E

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CENTRO LEGAL DE LA RAZA AND EDEN COUNCIL FOR HOPE AND OPPORTUNITY (ECHO)

THIS, THE SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN CENTRO LEGAL DE LA RAZA AND EDEN COUNCIL FOR HOPE AND OPPORTUNITY (ECHO) (the "Second Amendment"), is made and entered into this January 9, 2023 by and between CENTRO LEGAL DE LA RAZA (hereinafter referred to as "CENTRO LEGAL") and EDEN COUNCIL FOR HOPE AND OPPORTUNITY (hereinafter referred to as Partner Service Provider" or "ECHO").

RECITALS

- A. CENTRO LEGAL and EDEN COUNCIL FOR HOPE AND OPPORTUNITY entered into a Memorandum of Understanding (hereinafter referred to as "MOU") dated July 6, 2020 in furtherance of CENTRO LEGAL'S contract with the City of San Leandro (hereinafter "San Leandro Contracts"), to meet the needs facing all tenants in San Leandro, Centro Legal and ECHO will work in the areas of outreach, public information, and legal/client services to inform low-income tenants of their rights and responsibilities. This MOU is created in furtherance of CENTRO LEGAL's San Leandro Contract. The execution of the duties and responsibilities contained in this MOU will be in furtherance of the San Leandro contract.
- B. CENTRO LEGAL and EDEN COUNCIL FOR HOPE AND OPPORTUNITY desire to amend the MOU to extend the ending date of the MOU to June 30, 2023, increase the total amount payable to EDEN COUNCIL FOR HOPE AND OPPORTUNITY under the agreement to \$28,200.

NOW, THEREFORE, AND IN CONSIDERATION OF THE PROMISES HEREINAFTER MADE, CENTRO LEGAL AND EDEN COUNCIL FOR HOPE AND OPPORTUNITY MUTUALLY AGREE TO AMEND THE MOU AS FOLLOWS:

1. SECTION 7 DURATION AND TERMINATION

- A. In § 7.2 HOW THE MOU TERMINATES, the projected end date is amended to increase the duration of the project. This paragraph is amended to delete "This MOU is in effect until the project end date listed in the consultant agreement (July 6, 2020 through June 30, 2021)."

And replace it with "This MOU is in effect until the project end date listed in the consultant agreement (July 6, 2020 through June 30, 2023)."

2. EXHIBIT A PROJECT DESCRIPTION

- A. In § 1 BASIC PROJECT DATA: the projected end date is amended to increase the duration of the project. The table is amended to delete "Project Ends: June 30, 2021."

And replace it with "Project Ends: June 30, 2023."

- B. In § 1 BASIC PROJECT DATA: the maximum disbursement is amended to increase the total payment under the Agreement. The table is amended to delete "Maximum Disbursement: CENTRO LEGAL has no obligation to disburse funds beyond \$15,000 to ECHO upon approved invoicing and back-up."

And replace it with "Maximum Disbursement: CENTRO LEGAL has no obligation to disburse funds beyond \$28,200 to ECHO upon approved invoicing and back-up."

- C. In § 3 Partner Service Provider's (ECHO's) Project Responsibilities include: the section is amended to specify deliverables for ECHO.

Below "Tenant/Landlord Counseling & Mediation" the MOU is amended to include:

Major Activities and Performance Measures

Provide Tenant/Landlord Counseling Services:

- i. Provide information and building community awareness with regard to housing rights and responsibilities to both tenants and landlords residing in the City (including the Rent Review Ordinance and Tenant Relocation Ordinance). **Approximately 185 information and referral responses.**
- ii. Provide conciliation of housing disputes. Priority will be given to eviction prevention. Conciliation would not be provided for security deposits. Services will consist of both telephone calls and/or face-to-face efforts on behalf of the disputing parties to resolve the dispute. **Approximately 40 conciliations. Of the 40, 10 evictions will be prevented.**
- iii. Respond to inquiries related to 3-day eviction notices and other eviction-related issues (30-day or 60-day notices terminating tenancies) within 24-hours.
- iv. Respond to inquiries about other tenant/landlord issues (e.g. deposits, repairs, unlawful entry) within 24-48 hours.
- v. **Provide approximately 25 referrals to attorneys and small claims court, if the client wishes to pursue the case.**
- vi. Provide Tenant/Landlord Community Education and Training:
 1. Make one tenant/landlord presentation to City residents regarding tenant/landlord rights and responsibilities.
 2. Distribute 500 flyers on tenant-landlord laws
 3. Secure one annual television or radio spot to educate the public on education and counseling on housing issues that ECHO Housing

can provide.

4. Publish monthly Facebook ads to promote ECHO Housing's services.
5. Hold one annual Owner/Manager Training on tenant/landlord laws and specific illegal housing practices.

D. In § 4 DISBURSEMENT OF GRANTS FUNDS:

Replace ECHO Project Budget with:

| EDEN COUNCIL FOR HOPE AND OPPORTUNITY (ECHO) | |
|--|-----------------|
| City of San Leandro Tenant/Legal Services Program | |
| Program Budget July 1, 2022 - June 30, 2023 | |
| PERSONNEL EXPENSES | |
| Salaries | \$18,486 |
| Fringe Benefits | \$3,867 |
| Personnel Subtotal | \$22,353 |
| OPERATING EXPENSES | |
| Operating Expenses Subtotal | \$4,892 |
| Organizational Overhead/Indirect | \$955 |
| Total | \$28,200 |

3. EXHIBIT B DATA COLLECTION AND REPORTING

- A. In § A QUARTERLY DEMOGRAPHIC DATA REPORTS, replace "Due Dates: ECHO will submit report data to within 10 days of each quarterly report due date as follows: 9/30/20; 12/31/20; 03/31/20; and 04/01/21."

And replace it with "ECHO will submit data reports directly to the City of San Leandro via CDS, adhering to San Leandro deadlines shown in CDS."

- B. In § B QUARTERLY PROGRESS NARRATIVE REPORT, amended to replace "Due Dates: ECHO will submit report narrative content (if/where/when applicable) to Centro Legal by one week prior to each quarterly report due date as follows: 9/30/20; 12/31/20; 03/31/20; and 04/01/21."

And replace it with "ECHO will submit narrative reports with the data reports on CDS, adhering to San Leandro deadlines shown in CDS."

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. Should a conflict arise between this amendment and the Agreement or any earlier amendment, the terms of this Amendment shall prevail.

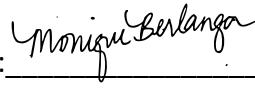
This Amendment may be executed in counterparts, and EDEN COUNCIL FOR HOPE AND OPPORTUNITY agree that a facsimile shall have the same force and effect as an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

EDEN COUNCIL FOR HOPE & OPPORTUNITY

CENTRO LEGAL DE LA RAZA

By:  _____

By:  _____

(Signature)

(Signature)

Marjorie Rocha, Executive Director

Monique Berlanga, Interim Co-Executive Director and Tenants' Rights Directing Attorney

Date: 6/2/2022 _____

Date: 06/03/2022 _____

Address: 22551 Second Street, Suite 200

Address: 3022 International Blvd. Suite 410

(Number, Street)

(Number, Street)

Hayward, CA 94541

Oakland, CA 94601

(City, State, Zip)

(City, State, Zip)

Tel: 510-581-9380

Tel: 510-806-8604

Email: margie@echofairhousing.org

Email: mberlanga@centrolegal.org

(Phone, Email)

(Phone, Email)