ORIGINAL

SERVICES AGREEMENT

(PROGRAM ADMINISTRATOR SERVICES FOR THE RENT CONTROL, LIMITATIONS ON EVICTIONS AND RELOCATION PAYMENTS TO CERTAIN DISPLACED TENANTS ORDINANCE (ORDINANCE NO. 3250)

THIS SERVICE AGREEMENT ("Agreement") is made as of July 1, 2020 between the City of Alameda, a municipal corporation ("City") and the Housing Authority of the City of Alameda, a public body corporate and politic ("Housing Authority").

RECITALS

A. City has the need for a service provider to serve as the Program Administrator for the City in connection with the City's Rent Control, Limitations on Evictions and Relocation Payments to Certain Displaced Tenants Ordinance (Ordinance No. 3250), a copy of which Ordinance is attached hereto as Attachment A ("Ordinance").

B. There is a long-standing and mutually beneficial relationship between the City and the Housing Authority in providing community development and housing services in Alameda as well as the role of the Housing Authority in the broader Alameda community of promoting housing affordability and stability.

C. City desires to contract with the Housing Authority to perform Program Administrator services as more specifically set forth below.

NOW, THEREFORE, in consideration of the mutual promises expressed herein, the parties agree as follows:

1. **Term**: This Agreement shall commence on July 1, 2020 and terminate on June 30, 2023.

2. **Role of the Housing Authority**: The Housing Authority will serve as the Program Administrator for Ordinance 3250 and perform the scope of work set forth in this Agreement and as outlined in the matrix of Estimated Program Hours attached hereto as Attachment B and incorporated herein by this reference, and shall be compensated for such services pursuant to Sections 12, 15 and 16 below and Attachment B.

3. **Administration**: The Housing Authority's Director of the Rent Program (or designee) shall administer this Agreement on behalf of the Housing Authority. The City's Community Development Director (or designee) shall administer this Agreement on behalf of the City.

4. **Nature of Relationship between the Housing Authority and City**: For the purposes of implementing this Agreement, the Housing Authority is, and shall remain, an independent

contractor. All persons involved in providing Program Administrator and related services on behalf of the Housing Authority will be Housing Authority employees, independent contractors or consultants or temporary personnel. The City will provide no day-to-day management nor will it make any decisions concerning the hiring or terminating the employment of the persons the Housing Authority utilizes in staffing for purposes of carrying out its functions under this Agreement. The Housing Authority will make day-to-day decisions on the implementation and administration of the scope its work as the Program Administrator.

5. **Business Days**: Housing Authority shall provide Program Administrator services pursuant to this Agreement Monday through Thursday, except for City and Housing Authority observed holidays, from 8:30 a.m. to 4:30 p.m. ("Business Days"). Persons involved in providing Program Administrator services may also not be available on certain other days in the year that have been set aside for personal leaves, employee training, or other organizational meetings and development activities.

6. **Office Location**: The Rent Program is currently located at a leased off-site office space ("Current Office Location"), but conducts all client-related appointments at the Housing Authority's office. The lease on the Current Office Location expires on September 30, 2020 and the Housing Authority will have the option to (i) approve a one to three-year extension of the existing lease term, or (ii) approve a new one to three year lease for a new office space. Any and all costs attributed to a relocation of the Rent Program office during the term of this Agreement shall be charged to the Rent Program budget only if the parties agree the rent for the new office space is within the budgeted amount for rent, and the relocation costs are reasonable. If the Housing Authority is unable to locate office space with rent payments within the existing budget, the City agrees to increase the budget via an amendment, provided the new office space is substantially the same standard as the Current Office Location, square footage of the new office space complies with all social distancing requirements relating to the Covid-19 pandemic, and such costs for the new office space are reasonable.

7. **Service Level**: All Program Administrator services will be conducted either in person or by mail, phone, email or fax. Persons providing Program Administrator services will make every effort to respond to inquiries from the public and the City within two business days, or within a reasonable amount of time. The City staff will make every effort to both respond to inquiries from the Housing Authority and forward any public inquiries to the Housing Authority within two Business Days. The Housing Authority target response times, staffing permitting, will be within one Business Day for rent increase or termination of tenancy issues, for all other tenant/landlord related issues the response time shall be within two Business Days. In person meetings will be available to the public by appointment during Business Hours, as needed, except where there may be a health and safety risk in doing so. At times there will be inquiries that will require the Housing Authority staff to consult with the City Attorney's Office (CAO) to provide direction and/or clarification related to the interpretation of the Ordinance, retaliation complaints and/or issues with non-compliance. The CAO will commit to a two Business Day response time to provide the Housing Authority adequate time to respond to inquiries.

8. **Other public communication**: In an effort to provide transparency, all monthly reports and a summary report providing data regarding all rent increase and tenancy termination submissions shall be available on the Rent Program website, and updated monthly. In addition, the schedule and opportunity to sign up for all monthly workshops and/or clinics shall be available on the Rent Program website with day and evening options and in advance, except where there may be a health and safety risk in doing so. Individuals unable to sign-up for workshops online will be able to call or email attendance requests to the following number and email address (510) 747-4346 and **rentprogram@alamedahsg.org.** Workshop videos are also available on-line at **www.alamedarentprogram.org**.

9. **Monthly Meetings**: The Program Administrator, the City's Community Development Director and Assistant City Attorney will conduct monthly meetings, scheduled in advance, to provide discussion of the monthly report, challenges and recommendations to streamline implementation of the Ordinance. In addition, the Housing Authority may be requested to present a quarterly report to the City Council.

10. **Media Communications**: Only the Housing Authority's Executive Director and the City's City Manager (or their designees) may speak or respond to the media on the role of the Program Administrator or this Agreement. Each party will use its best efforts to inform the other in the event of a media inquiry regarding the Rent Program or the Program Administrator role before speaking, or responding, to the media.

11. **Contract issues**: If there is a substantial change in the Scope of Services, as described below, due to revisions to the Ordinance, regulations implementing the Ordinance or otherwise, either party, upon a written request from the other party or on its own accord, may propose to the other party a written change of Scope of Services, budget and/or an amendment to this Agreement. If there is a concern regarding either party's performance under this Agreement, the Community Development Director or the Director of the Rent Program may raise his/her concerns to the other party in writing, and the other party will respond in writing within 10 business days. Any remaining concerns thereafter shall be submitted to the Housing Authority's Executive Director and the City Manager, who will meet to seek to resolve issue within 10 business days.

12. **Scope of Services**: The Housing Authority will provide the following (collectively the "Scope of Services"):

A. **Program Services**: The services provided by the Housing Authority are outlined in the matrix of Estimated Program Hours, attached hereto as Attachment B. In the event that the total number of hours nears or exceeds the projected hours as set forth in Attachment B, the Housing Authority may submit a request to the City for a revised scope of program services, need for additional staffing and/or for a revised budget. Specifically, for the period of July 1 through December 31, 2020, the Housing Authority will also provide support for the City's COVID-19 Urgency Ordinance. Rent Program staff will process submissions for invalid rent increases from tenants referred by City staff, who will act as the initial point of public contact for issues involving the rent freeze. Rent Program staff will follow up on these submissions by contacting the landlord

and the tenant and informing them of their rights and responsibilities under the Rent Freeze Urgency Ordinance. The Housing Authority will also review termination of tenancy notices submitted for noncompliance with the City's COVID-19 Urgency Ordinance. The Housing Authority will be reimbursed for all costs incurred in the process of providing these additional services. In the event any additional revisions to the scope of services or budget will require a reduction in Authority staffing, City shall provide the Housing Authority with no less than sixty days advance written notice to negotiate an amendment that is mutually agreed upon by both parties ("Sixty Day Negotiating Period"). Any such proposed amendment recommended by City and Authority staff shall be subject to approval by the Board of Commissioners of the Housing Authority and the City Council of the City. In the event the City and Authority are unable to mutually agree upon an amendment during the Sixty Day Negotiating Period, the Authority shall have the right, but not the obligation, to terminate the Agreement. Upon the expiration of the Sixty Day Negotiating Period, for a period of no less than ninety days thereafter (in addition to such Sixty Day Negotiating Period), the scope of services or budget will not be revised and the City shall continue to reimburse the Authority for its cost of services as provided in this Agreement.

In the event the City desires Authority to perform any services not included in this Agreement, Authority shall not perform any new services unless and until the parties have entered into a mutually approved written amendment to this Agreement, including amendments to any attachments. In the event the proposed change in services to be performed by the Authority shall require a revision to the existing budget to pay for such new scope of services, the written amendment to this Agreement shall require the prior approval of the Board of Commissioners of the Housing Authority and the City Council of the City; provided, however, in the event the proposed change in services to be performed by the Authority does not require a revision to the existing budget, as agreed to by both parties, then the Authority Executive Director and the City Manager shall have the authority to execute such mutually approved amendment without the need to take such amendment to their respective governing bodies for approval.

B. **Community outreach**: The Housing Authority will provide printed materials and ongoing educational workshops, with day and evening options, ensure landlords and tenants have the opportunity to learn about and understand the options and requirements of the Ordinance and the programs thereunder. The availability of outreach materials includes a combination of printed materials such as mass mailers, a program brochure, periodically updated Frequently Asked Questions (FAQ's), information packets, fact sheets, and ongoing public advertisements, etc. These printed materials will be distributed at ongoing workshops/clinics, made available within various City departments, local libraries, businesses, and community-based organizations. Social media may be used, by the City of Alameda, to ensure updates and program information are disseminated effectively throughout social media. At each significant Ordinance change, documents will be subject to being updated and re-translated at a charge to the program.

C. **Website**: The Housing Authority will be responsible for maintaining the website www.alamedarentprogram.org through the City's website provider. The City of Alameda and its selected contractor will be responsible for hosting and ensuring the ADA-related compliance of

the website. As a part of ensuring access to the program and information the Housing Authority will include, at a minimum, the following on the website:

i. Contact information for the Housing Authority/Program Administrator
ii. Access to the City Ordinances
iii. Access to the Rent Registry system
iv. Access to legal services for certain households
v. Requirements for both landlords/tenants under the Ordinance
vi. Local community resources available on related issues
vii. Information for document submission
viii. Samples of required materials for current and prospective tenants
ix. Required forms to be submitted under the Ordinance
x. Summary reports of rent increase submissions
xi. Summary reports of termination of tenancies
xii. Access to education/informational workshop/clinic schedule
xiii. Information packet
xiv. Frequently Asked Questions (FAQ's)
xv. Program brochure
xvi. Other resources for State laws and responsibilities of landlords and tenants under State law.

D. **Language services**: At a minimum, the Housing Authority will make every effort to provide or contract for language services as currently required by the City's Limited English Proficiency Program (LEP) and language Access Plan (LAP) for the CDBG and HOME programs. The City is responsible for updating and maintaining the LEP and LAP per U.S. Department of Housing and Urban Development ("HUD") regulations. Only key information documents will be translated into these languages (e.g. brochures). All lease-related or legal notices will be provided in English only. Housing Authority staff shall also have access to a language line, which provides phone translation services for over 50 languages.

E. **Reasonable Accommodations/domestic violence accommodations**: The Housing Authority will provide a process for the public to request an accommodation to its policies and procedures for disabilities or for domestic violence, to the extent required by law. Upon its receipt of a written request, the Housing Authority will review and approve or deny, at its own discretion, requests for accommodation based on a disability or domestic violence. The Housing Authority may request certification by a qualified professional or other documentation of the need for reasonable accommodation.

13. Public Records Requests: All requests for public records concerning the Rent Program will be submitted to the City Attorney for legal direction and to the City Clerk for record keeping; the requests will be sent to the Housing Authority, as needed. Any public records requests received by the City Clerk (the City Custodian of Records) regarding the Program Administrator services will be forwarded to the Housing Authority.

14. **Reporting**: The Housing Authority will provide the following on a monthly basis to the City, not later than 20th of the following month and made available to the public on the Rent Program website

i. Number of public contacts
ii. Number of units registered
iii. Number of termination notices received by type
iv. Number of rent increases reviewed for compliance
v. Number of program monitoring activities conducted
vi. Number of buyout agreements received
vii. Number of petitions received for a hearing before a hearing officer and information regarding type of petition
viii. Number of petitions withdrawn before a hearing
ix. Number of petitions heard by a hearing officer
x. Results of the decisions by the hearing officers
xi. Number of Capital Improvement Plans filed, average amount of "pass throughs" as a result, and number of households temporarily or permanently relocated
xii. Details of outreach activities

15. **Budget and Compensation**: The City will compensate the Housing Authority on a reimbursement of costs basis, as more particularly described in the Budget, attached hereto as Attachment C and incorporated herein by this reference. The Budget sets forth the compensation from the date of this Agreement to its termination on June 30, 2023. The Housing Authority will submit its invoices by the 15th of the month following the service period. The City shall pay invoices submitted by the Housing Authority by the 30th of the month. The Housing Authority will be responsible for tracking costs and other charges to the Budget and providing back up documentation. The City will be responsible for paying unfunded CalPERS liability for those Housing Authority staff assigned to the Rent Program. Such payments will only be made for the time staff were assigned to the Rent Program since its inception in March 2016. The cost to the Rent Program for the unfunded CalPERS liability has been calculated at $15,000 per year, for the term of this Agreement. The fee for the Rent Program's fee study will be charged to the Rent Program.

16. **Additional services**: The City will compensate the Housing Authority on a reimbursement of costs basis, for any of the additional services provided as described in the Budget, attached hereto as Attachment C, as further described in Section 12 above.

17. **City Roles and Responsibilities**: In addition to other obligations in this Agreement, the City shall have the following roles and responsibilities:

A. **Funding**: City shall provide all funding for this Agreement.

B. **Unit Registration**: The City shall be responsible for the business license registration of all rental units in Alameda whose owners are required to obtain a business license. The Housing

Authority will provide, and the City will pay Housing Authority to manage and maintain as budgeted in this Agreement, an online database for registration of rental units and payment of annual program fees and the Housing Authority will provide City staff with online searchable access to the unit registration database, as needed. Limited access will be provided to City staff in CAO and Finance departments, for Rent Program related issues only. The database may not be accessed by other departments, or by the aforementioned departments, for non-Rent Program related issues. All City staff with access will be required to sign a confidentiality agreement in a form first approved by the Housing Authority.

C. **Legal services**: The City will provide all legal services concerning the validity of the Ordinance and application of the Ordinance to particular facts at the sole cost of the City. If litigation is filed concerning the validity of the Ordinance or its application and the Housing Authority is a named defendant, City shall defend, indemnify and hold the Housing Authority harmless, at sole cost to the City. If there is a dispute between the parties concerning whether the Housing Authority has followed the legal advice of the City, or where there is a legal risk to the Housing Authority, the Housing Authority may obtain separate counsel, at the sole cost of the Housing Authority. The City will manage the process for cases appealed to a hearing officer and for citation hearings. The City will issue citations and other penalties for the Rent Program. After a citation is issued, the City shall follow up promptly on all citations and all other enforcement activities relating to the Ordinance. The CAO and Rent Program Administrator will meet quarterly to discuss and resolve outstanding citation and enforcement efforts.

D. **Fee collection**: The City will be responsible for collecting any and all fees, penalties or other charges as provided in the Ordinance and the implementing regulations or policies. The Housing Authority will be responsible for the provision and maintenance of the online fee payment portal, which will allow owners to submit their annual program fee payment to the City's Finance Department, directly through the rent registry database. The Housing Authority will not process any payments and receive any funds involved in the annual fee payment process. The City's Finance Department will be responsible for any processing of annual program fee payments, as well as any follow up regarding outstanding payments, including any collection-related actions necessary to recover outstanding payments.

E. **Items on the City Council agenda**: The City will use its best efforts to provide the Housing Authority with drafts of all open session agenda packet documents and presentations to be submitted to the City Council regarding the Ordinance (including but not limited to regular program updates, cost study information, proposed changes to the Ordinance, etc.). Such drafts are to be provided no later than five business days before the publication date. The Housing Authority may provide comments, where necessary, within three business days.

18. **Nondiscrimination**: City and the Housing Authority will comply with applicable Federal, State and local non-discrimination and equal opportunity requirements. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973 (Sections 503 and 504); California Fair

Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101 and 1102. Neither the City nor the Housing Authority will discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, gender identity, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status in the recruitment, selection for training, including apprenticeship, hiring, employment, utilization, promotion, layoff, rates of pay or other forms of compensation. Nor will either party discriminate in provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, gender identity, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

19. **Indemnity**: City shall indemnify, defend and hold harmless the Housing Authority, its officers, Commissioners, employees, and agents from and against any and all claims, expenses, liabilities, or costs for personal injury, property damage, legal proceedings, or of whatsoever nature as may arise as a result of or in connection with any act, omission, or negligence of City or its officers,' employees,' or agents' performance under this Agreement, except in the event of the gross negligence or willful misconduct of the Housing Authority. The Housing Authority shall indemnify, defend and hold harmless City, its officers, employees, and agents from and against any and all claims, expenses, liabilities, or costs for personal injury, property damage, legal proceedings, or of whatsoever nature as may arise as a result of or in connection with any act, omission, or negligence of the Housing Authority or its officers', employees,' or agents' performance under this Agreement, except in the event of the gross negligence or willful misconduct of City.

20. **Workers' Compensation Insurance**: In accordance with the provisions of the California Labor Code and all applicable law, City shall secure at its own expense and maintain during the term of this Agreement, workers' compensation insurance coverage for its employees as necessary to protect City and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and sufficient to relieve each Party for such claims and/or liability.

In accordance with the provisions of the California Labor Code and all applicable law, the Housing Authority shall secure and maintain during the term of this Agreement, workers' compensation insurance coverage for its employees as necessary to protect City and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and sufficient to relieve City for such claims and/or liability.

21. **Liability Insurance**: City shall at its own expense, maintain and keep effective during the Agreement term, insurance and/or self-insurance to cover comprehensive public liability for bodily injury, including death, and property damage in an amount not less than $1,000,000 for any one occurrence. The Housing Authority shall at its own expense, maintain and keep effective during the Agreement term, insurance and/or self-insurance to cover comprehensive public liability for

bodily injury, including death, and property damage in an amount not less than $1,000,000 for any one occurrence.

22. **Records**: City and the Housing Authority shall maintain complete and accurate records that relate to performance of services under this Agreement. Records shall be maintained in sufficient detail to permit an evaluation of service rendered under this Agreement.

All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Free access shall be provided to the representatives of each party at all proper times to audit books and records. Such records, together with supporting documents, shall be maintained for a period of six years and three months after receipt of final payment.

23. **Notices**: All notices, demands, requests, or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or through email, fax, or the interoffice mail delivery system. All such notices, demands, requests, or approvals shall be addressed to:

Housing Authority: Executive Director,
Housing Authority
701 Atlantic Avenue
Alameda, CA94501
Email: vcooper@alamedahsg.org

City: Director of Community Development, City of Alameda
950 West Mall Square Alameda, CA 94510
Email: DPotter@alamedaca.gov

24. **Attorneys' Fees**: In the event that legal action is brought by either party against the other in connection with this Agreement, the prevailing party in any such litigation shall be entitled to receive reimbursement from the other of its legal costs, in addition to whatever other sums may be due as a judgment or as an agreed settlement amount. Such legal costs shall include, but not be limited to, reasonable attorneys' fees, court costs, expert witness fees, and other documented expenses.

25. **Assignment and Delegation**: Neither party shall assign nor delegate its rights and/or duties under this contract without first obtaining prior written consent to the assignment and/or delegation, including the approved budget. Any assignment or delegation made by one party without prior written consent will render the agreement voidable at the sole discretion of the other party.

26. **Severability**: The provisions of this Agreement shall be severable to the extent that should any of its provisions or terms be declared void whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

27. **Integration and Modification**: As to the subject matter of this Agreement, this contract represents the entire integrated agreement between City and the Housing Authority, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by the authorized representatives of City and the Housing Authority

28. **Termination**: The Housing Authority or City may terminate this Agreement, without cause, upon 180 days written notice to the other party. Upon termination of this Agreement, the City shall pay to the Housing Authority that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination, including any accrued leave or benefits costs for the staff assigned to the Rent Program.

In the event this Agreement is terminated or the term expires and the parties do not enter into a new Services Agreement, the following shall occur:

- Unused paid leave accrued by Housing Authority employees working on Rent Program activities will be charged to the Rent Program in the final billing proportionate to the time spent on the Rent Program.
- Both Housing Authority and City will engage in a planned handover of documents, communication, transfer of cases, assignment or termination of contracts and City shall ensure timely payment to the Housing Authority.

29. **Conflict of Law**: This Agreement shall be interpreted under, and enforced by, the laws of the State of California.

30. **Use of the Housing Authority's Community Rooms:** If the Authority's community rooms are used after hours for Rent Program-related public events, there will be a charge of $100 per use for set-up and cleaning. Where there is no community room available at the Authority, the City may make available its own room, or the Housing Authority will rent other facilities and charge such costs to the program.

31. **Overhead:** Overhead covers only routine support for executive, finance, human resources and information technology positions, and not day-to-day management of the program. Where budgeted positions of Authority staff assigned to the Rent Program are vacant or assigned staff are on leave, and their duties are performed by persons in non-budgeted positions, i.e., persons not otherwise assigned to the Rent Program, the direct costs of such persons will be charged to the budget as overhead.

32. **Fungibility:** The Authority may request line item transfers within the total amount of the budget. Such transfers must be approved by the City in writing.

33. **Disposal of Items Purchased under the Agreement:** Items purchased will be the property of the Authority and will be subject to the Authority's disposal policy. If the Agreement is terminated before the Agreement ends as provided in the Agreement or the Agreement is transferred to another provider, the Authority will either reimburse the City the depreciated value of these items or return the items themselves to the City. The maximum depreciation period is three years. Notwithstanding the foregoing, in that the City owns the rent registry data base, if the Agreement is not extended beyond June 30, 2023 or the Agreement is terminated before June 30, 2023, the Authority and the City will coordinate the orderly transfer of the rent registry data base to the City or to a new service provider.

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IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the date set forth above.

CITY OF ALAMEDA

Eric Levitt,
City Manager

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

DocuSigned by:
Vanessa Cooper
5AFA57239EC2484...

Vanessa Cooper,
Executive Director

Approved as to form

Yibin Shen,
City Attorney

DocuSigned by:
Jhaila R. Brown
CCFA4130D6894CE...

Jhaila Brown
General Counsel

ATTACHMENTS

A: Ordinance 3250

B: Estimated Program Hours

C: Budget

CITY OF ALAMEDA ORDINANCE NO. 3250
New Series

AMENDING THE ALAMEDA MUNICIPAL CODE BY:

1. ADDING SECTION 1-8.01 CONCERNING HEARING PROCEDURES, HEARING OFFICERS' DECISIONS AND ADMINISTRATIVE REGULATIONS;

2. REPEALING IN THEIR ENTIRETY ARTICLE XIV (CURRENTLY SUSPENDED) AND ARTICLE XV OF CHAPTER VI CONCERNING (a) REVIEW OF RENT INCREASES APPLICABLE TO ALL RENTAL UNITS AND RENT STABILIZATION APPLICABLE TO CERTAIN RENTAL UNITS AND (b) LIMITATIONS ON EVICTIONS AND THE PAYMENT OF RELOCATION ASSISTANCE APPLICABLE TO ALL RENTAL UNITS;

3. REPEALING ORDINANCE NO. 3246 (UNCODIFIED); AND

4. ADDING A RESTATED ARTICLE XV OF CHAPTER VI CONCERNING RENT CONTROL, LIMITATIONS ON EVICTIONS, AND PROVIDING RELOCATION PAYMENTS TO DISPLACED TENANTS

WHEREAS, in response to community concern that rents in Alameda were rising at a rate greater than household incomes and that some landlords were terminating tenancies for no cause in order to raise rents, after numerous public hearings, the Alameda City Council on March 1, 2016, adopted an Ordinance (Ordinance No.3148), which became effective March 31, 2016, that sets forth (a) procedures for the review of rent increases applicable to all rental units, (b) procedures for the stabilization of rent increases above 5% for certain rental units, (c) limitations on the grounds for which landlords may terminate tenancies for tenants in all rental units and (d) a requirement that landlords pay relocation fees when terminating a tenancy for certain reasons, such as a "no cause" tenancy termination; and

WHEREAS, the City Council placed on the November 8, 2016 ballot a measure (designated as Measure L1) asking Alameda voters to confirm Ordinance No. 3148 but which measure, if passed by a majority vote, also provided the City Council would retain the authority to amend, suspend or repeal Ordinance No. 3148 without a further vote of the people; and

WHEREAS, Alameda voters passed Measure L1 with 55.5% of the voters in favor of the measure; and

WHEREAS, over the course of implementing Ordinance No. 3148, City Council determined that certain sections of the Ordinance needed to be amended in order to

provide additional protection to tenants and to that end City Council adopted in June 2019 Ordinance No. 3244 that eliminated "no cause" as grounds for terminating a tenancy and adopted in July 2019 Ordinance No. 3246 (uncodified) that, among other things, established limitations on the amount of rent increases that landlords could impose on most rental units; and

WHEREAS, City staff and the Program Administrator have determined that there remain in Ordinance No. 3148 certain ambiguities, internal inconsistencies and latent "loopholes" that warrant revisions to Ordinance No. 3148; and

WHEREAS, in light of Ordinance Nos. 3244 and 3246 that the City Council adopted earlier this year, and the need to revise many sections of Ordinance No. 3148, City staff and the Program Administrator have recommended that Article XIV of Chapter VI of the Municipal Code (which was suspended when Council adopted Ordinance No. 3148), Article XV of Chapter VI of the Municipal Code (which includes portions of Ordinance No. 3148 and Ordinance No. 3244) and Ordinance No. 3246 (uncodified), be repealed and, in its place, a restated Rent Control, Limitations on Evictions and Providing Relocation Payments Ordinance be adopted, which Ordinance would track many provisions of Ordinance No. 3148 but remove the ambiguities, internal inconsistencies and latent "loopholes" and would imbed in the restated Ordinance the ordinances City Council adopted earlier this year; and

WHEREAS, on September 3, 2019, City staff presented to the City Council an agenda report concerning the restated Ordinance; and

WHEREAS, when the City Council adopted Ordinance No. 3148, Ordinance No. 3244, and Ordinance No. 3246, it made certain findings to warrant the adoption of such Ordinances; and

WHEREAS, based on public testimony and the City agenda reports, the City Council finds and determines that the conditions that gave rise to the adoption of Ordinance Nos. 3148, 3244 and 3246 still exist and therefore those findings and determinations are reaffirmed and adopted herein by reference; and

WHEREAS, adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to the following, each a separate and independent basis: CEQA Guidelines, Section 15378 (not a project) and Section 15061(b)(3) (no significant environmental impact).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ALAMEDA DOES ORDAIN AS FOLLOWS:

Section 1. Section 1-8.01 is added to the Alameda Municipal Code to read as follows:

Section 1-8.01 Hearing Procedures, Hearing Officers' Decisions and Administrative Regulations

A. In any administrative proceeding conducted under this Code by a Hearing Officer or Hearing Examiner:

1. The Hearing Officer or Hearing Examiner shall have no authority to consider the constitutionality of any federal, State or local law or regulation.
2. The Hearing Officer or Hearing Examiner, in the performance of duties, shall comply with all applicable federal, State and local laws, regulations and codes of conduct.

B. No administrative decision issued by a Hearing Officer or Hearing Examiner shall establish legal precedent applicable beyond the case presented by the decision.

C. No administrative decision shall be cited as controlling or persuasive legal precedent in any subsequent administrative hearing in a separate case.

D. This Section shall not preclude the use of an administrative decision to establish factual issues, such as showing a pattern or practice in any proceeding.

E. The City Attorney or designee may promulgate administrative regulations to implement the administrative hearing procedures set forth in this Chapter. Such regulations may set forth instructions relating to topics such as conflicts of interest, disqualification and selection of Hearing Officer or Hearing Examiners.

Section 2: Article XIV (currently suspended) of Chapter VI of the Alameda Municipal Code, XV of Chapter VI of the Alameda Municipal Code, and Ordinance No. 3246 (uncodified) are repealed in their entirety.

Section 3. A new Article XV of Chapter VI is added to the Alameda Municipal Code to read as follows:

ARTICLE XV RENT CONTROL, LIMITATIONS ON EVICTIONS AND RELOCATION PAYMENTS TO CERTAIN DISPLACED TENANTS ORDINANCE

6-58.10. Title

This Article shall be known in its entirety as the "City of Alameda Rent Control, Limitations on Evictions and Relocation Payments to Certain Displaced Tenants Ordinance" and, for the sake of convenience, as the "City Rent Control Ordinance."

6-58.15. Definitions

Unless the context requires otherwise, the terms defined in this Article shall have the following meanings:

A. Annual General Adjustment. "Annual General Adjustment" means seventy percent (70%) of the percentage change in the Consumer Price Index for the 12 month period ending April of each year and rounded to the nearest one-tenth of a percent; provided, however, in no event shall the Annual General Adjustment be more than five percent nor less than one percent.

B. Base Rent. "Base Rent" means for all Rental Units that State Law (as defined in subsection QQ of this Section 6-58.15) does not exempt from rent control, the Rent in effect on September 1, 2019 or the Rent in effect on a later date (as established in subsection A of Section 6-58.60) and shall be the reference point from which the Maximum Allowable Rent shall be adjusted upward or downward in accordance with this Article.

C. Base Rent Year. "Base Rent Year" means 2015.

D. Buyout Agreement. "Buyout Agreement" means a written agreement between a Landlord and a Tenant as provided in Section 6-58.115 by which a Tenant, typically in consideration for monetary payment, agrees to vacate a Rental Unit

E. Capital Improvement. "Capital Improvement" means an improvement or repair to a Rental Unit or property that materially adds to the value of the property, appreciably prolongs the property's useful life or adapts the property to a new use, and has a useful life of more than one year and that is required to be amortized over the useful life of the improvement under the straight line depreciation provisions of the Internal Revenue Code and the regulations issued pursuant thereto.

F. Capital Improvement Plan. "Capital Improvement Plan" means an approved Capital Improvement Plan as set forth in the current Policy adopted by the City Council concerning Capital Improvement Plans.

G. Certified Rent. "Certified Rent" means the Rent, less than the Maximum Allowable Rent, that the Program Administrator determines is the allowable rent when the Landlord has chosen not to impose the Annual General Adjustment and has banked the difference as provided in Section 6-58.70.

H. City. "City" means the City of Alameda.

I. Community Development Director. "Community Development Director" means the Director of the Community Development Department of the City of Alameda, or the Community Development Director's designated representative.

J. Comparable. "Comparable" as applied to a Rental Unit means any Rental Unit that the Landlord owns in the City of Alameda, is similar in square footage, has the same number of or additional bedroom(s), has similar amenities, such as cable television or a washer/dryer, allows pets if the Tenant had a pet, as to a Tenant who is disabled, is disability accessible and ADA compliant and, if not currently habitable, can be made habitable without requiring the Landlord to obtain a building permit in order for the Rental Unit to be habitable. For purposes of paragraph 2 of subsection E of Section 6-58.80, the Comparable Rental Unit must be on the same property.

K. Condominium. "Condominium" means the same as defined in Section 783 and 1351 (f) of the California Civil Code.

L. Consumer Price Index. "Consumer Price Index" means the Consumer Price Index for All Urban Consumers ("CPI-U") for the San Francisco-Oakland-Hayward, CA Region, published by the U.S. Department of Labor, Bureau of Labor Statistics.

M. Costs of Operation. "Costs of Operation" mean all reasonable expenses incurred in the operation and maintenance of a Rental Unit not exempt from rent control under State Law and the building(s) or complex of buildings of which it is a part, together with the common area, if any, and include but are not limited to property taxes, insurance, utilities, professional property management fees, pool and exterior building maintenance, supplies, refuse removal, elevator service and security services or system, but Costs of Operation exclude Debt Service, depreciation and the cost of Capital Improvements for which a Landlord has received a Rent Increase through a Capital Improvement Plan.

N. Council. "Council" means the City Council of the City of Alameda.

O. Debt Service. "Debt Service" means the periodic payment or payments due under any security financing device that is applicable to a Rental Unit not exempt from rent control under State Law or building or complex of which it is a part, including any fees, commissions or other charges incurred in obtaining such financing.

P. "Disabled" means disabled as defined in Section 12955.3 of the California Government Code.

Q. Dwelling Unit. "Dwelling Unit" means a room or group of rooms, designed and intended for occupancy and/or use by one or more persons, that includes in the room or group of rooms sleeping quarters and one or more of the following: the existence or capability for cooking facilities, e.g., refrigerator, stove, oven, microwave oven, etc.; and/or bath facilities, e.g., toilet, sink, shower, tub, etc.

R. Eligible Tenant. "Eligible Tenant" means any Tenant entitled to be paid a Relocation Payment under this Article because the Landlord terminated the Tenant's tenancy for any of the reasons set forth in subsections E, F, G, H or I

of Section 6-58.80, the Tenant has vacated a Rental Unit pursuant to a governmental agency's order to vacate or due to Health or Safety Conditions and for which in either case the Landlord did not serve a notice to terminate the tenancy, or the Tenant has vacated a Rental Unit following the Tenant's receipt of a Relocation Rent Increase.

S. Health or Safety Conditions. "Health or Safety Conditions" mean conditions in a Rental Unit resulting from, among other events, flooding, fire or smoke, lack of proper maintenance, or facilities failures and not caused by a Tenant, the occupants of the Rental Unit or the invitees/guests of the Tenant that, in the determination of a governmental agency or a court of competent jurisdiction, (i)have an adverse effect on the health or safety of the Tenant or occupant if the Tenant/occupant were to occupy the Rental Unit while the conditions exist, (ii) rendered the Rental Unit uninhabitable, or (iii) as to Rental Units in the Housing Choice Voucher Section 8 Program, failed to pass Housing Quality Standards as determined by the U.S. Department of Housing and Urban Development.

T. Housing Authority. "Housing Authority" means the Housing Authority of the City of Alameda.

U. Housing Services. "Housing Services" means those services provided and associated with the use or occupancy of a Rental Unit not exempt from rent control under State Law including, but not limited to, repairs, replacement, maintenance, effective waterproofing and weather protection, painting, providing light, heat, hot and cold water, elevator service, window shades and screens, laundry facilities and privileges, janitorial services, utilities that are paid by the Landlord, refuse removal, allowing pets, telephone, parking, storage, the right to have a specified number of Tenants or occupants, computer technologies, entertainment technologies, including cable or satellite television services, and any other benefits, privileges or facilities connected with the use or occupancy of such Rental Unit including a proportionate share of the services provided to common facilities of the building in which such Rental Unit is located and/or of the property on which such Rental Unit is located.

V. Landlord. "Landlord" means any person, partnership, corporation or other business entity, or any successor in interest thereto, offering for rent or lease any Rental Unit in the City and shall include the agent or representative of the Landlord if the agent or representative has the full authority to answer for the Landlord and enter into binding agreements on behalf of the Landlord.

W. Maximum Allowable Rent. "Maximum Allowable Rent" means the maximum Rent the Landlord may charge for the use or occupancy of any Rental Unit not exempt from rent control under State Law.

X. Maximum Increase. "Maximum Increase" means a Rent Increase that on a cumulative basis over the twelve months preceding the effective date of a proposed Rent Increase is more than ten percent.

Y. Net Operating Income. "Net Operating Income" means the gross revenues that a Landlord has received in Rent or any rental subsidy in the twelve months prior

to serving a Tenant with a notice of a Rent Increase less the Costs of Operation in that same twelve month period.

Z Party. "Party" means a Landlord or Tenant.

AA. Permanent Relocation Payment. "Permanent Relocation Payment" means the payment the Landlord is required to make to a Tenant when (i) the Landlord takes action to terminate a tenancy under subsections E, F, G, H or I of Section 6-58.80, (ii) the Landlord did not serve a notice of termination of tenancy but the Tenant has permanently vacated a Rental Unit pursuant to a governmental agency's order to vacate the Rental Unit or due to Health or Safety Conditions, or (iii) the Landlord has served the Tenant with a Relocation Rent Increase and the Tenant has vacated the Rental Unit within 90 days thereafter.

BB. Primary Residence. "Primary Residence" means a Single Dwelling Unit, Condominium, Stock Cooperative or other Dwelling Unit for which the Landlord is the property owner and the residence is one in which the Landlord carries on basic living activities for at least six months of the year, the indicia of which include, but are not limited to, (i) the Landlord has identified the residence address for purposes of the Landlord's driver's license, voter registration or filing tax returns, (ii) utilities in the name of the Landlord are billed to the residence address and (iii) the residence address has a homeowner's property tax exemption in the name of the Landlord.

CC. Programs. "Programs" mean the programs created by this Article.

DD. Program Administrator. "Program Administrator" is a person designated by the City or the Housing Authority to administer one or more of the Programs.

EE. Program Fee. "Program Fee" means the fee the City imposes on each Landlord to cover the costs to provide and administer the Programs.

FF. Qualified Tenant Household. "Qualified Tenant Household" means a household with a Tenant who is displaced for any reason other than under subsections A, B, C or D of Section 6-68.80 and who (i) is a Senior Adult, (ii) is a person with a Disability or (iii) has at least one child under the age of 18 residing in the household.

GG. Relocation Payment. "Relocation Payment" means the payment a Landlord is required to make for any of the reasons set forth in Section 6-58.85.

HH. Relocation Rent Increase. "Relocation Rent Increase" means a rent increase that exceeds the Maximum Increase.

II. Rent. "Rent" means periodic compensation, including all non-monetary compensation, that a Tenant provides to a Landlord concerning the use or occupancy of a Rental Unit, including any amount included in the Rent for utilities, parking, storage, pets or for any other fee or charge associated with the tenancy for the use or occupancy of a Rental Unit and related Housing Services.

JJ. Rent Differential Payment. "Rent Differential Payment" means the difference between the lawful Rent that the Tenant was paying at the time of displacement and the Fair Market Rent as established from time to time by the U.S. Department

of Housing and Urban Development, for a Comparable Rental Unit in Alameda, based on the number of bedrooms.

KK. Rent Hearing Officer. "Rent Hearing Officer" or "Hearing Officer" means a person designated by the City Attorney to hear and decide petitions under this Article and to hear and decide appeals as provided in this Article, which decisions are binding subject only to judicial review.

LL. Rent Increase. "Rent Increase" means any upward adjustment of the Rent from the Base Rent.

MM. Rental Agreement. "Rental Agreement" means an agreement, written, oral or implied between a Landlord and a Tenant for the use and/or occupancy of a Rental Unit.

NN. Rental Unit. "Rental Unit" means a Dwelling Unit offered or available for Rent in the City of Alameda, and all Housing Services in connection with the use or occupancy thereof, other than the exemptions set forth in Section 6-58.20.

OO. Senior Adult. "Senior Adult" means any person 62 years of age or older at the time the Landlord serves a notice of termination of tenancy or, if no notice of termination of tenancy was served, at the time the person vacated the Rental Unit.

PP. Single Dwelling Unit. "Single Dwelling Unit" means a single detached structure containing one dwelling unit for human habitation, any accessory buildings appurtenant thereto, and any accessory dwelling unit as defined in State Government Code, section 65852.2 (formerly a "second unit") and permitted by the City, when the Single Dwelling Unit is located on a single legal lot of record.

QQ. State Law. "State Law" means any California law, whether constitutional, statutory or executive order, that pre-empts local rent control such as, at the time this Ordinance is adopted, the Costa Hawkins Residential Rental Act (California Civil Code section 1954.50 and following, which Act exempts Rental Units for which a certificate of occupancy was issued after February 1, 1995 and Dwelling Units the title of which are separately alienable from the title of any other Dwelling Unit, (e.g., Single Dwelling Units and Condominiums)).

RR. Stock Cooperative. "Stock Cooperative" means the same as defined in section 4190 of the California Civil Code.

SS. Temporary Relocation Payment. "Temporary Relocation Payment means the payment that a Landlord is required to make to a Tenant when the Tenant has temporarily vacated the Rental Unit in compliance with a governmental agency's order to vacate, due to Health or Safety Conditions, or as part of an approved Capital Improvement Plan, regardless of whether the Tenant was served with a notice to terminate the tenancy.

TT. Temporary Tenancy. "Temporary Tenancy" means a Tenancy in a Dwelling Unit which has been the Landlord's Primary Residence for at least three months prior to the inception of the Temporary Tenancy, which Tenancy has a fixed term at the end of which the Landlord within 60 days of the Tenant's vacating the

Dwelling Unit re-occupies the Dwelling Unit as the Landlord's Primary Residence, and thereafter the Landlord resides continually in the Dwelling Unit as the Landlord's Primary Residence for at least 12 consecutive months.

UU. Tenancy. "Tenancy" means the right or entitlement of a Tenant to use or occupy a Rental Unit.

VV. Tenant. "Tenant" means a tenant, subtenant, lessee, sub-lessee, roommate with Landlord's consent or any other person or entity entitled under the terms of a Rental Agreement for the use or occupancy of any Rental Unit and (i) has the legal responsibility for the payment of Rent for a Rental Unit or (ii) has agreed to pay the Rent for a Rental Unit; "Tenant" includes a duly appointed conservator or legal guardian of a Tenant as defined in this section but excludes a property manager who occupies a Dwelling Unit on the property and has a written agreement with the Landlord under which the property manager does not pay the full amount of Rent that would otherwise be paid for a Comparable Rental Unit on the property.

6-58.20. Exemptions

The following are exempt from the provisions of this Article:

A. Dwelling Units, regardless of ownership, for which the Rents are subsidized or regulated by federal law or by regulatory agreements between a Landlord and (i) the City, (ii) the Housing Authority or (iii) any agency of the State of California or the Federal Government; provided, however, if the Dwelling Unit is in the Housing Choice Voucher Section 8 Program and is not owned by a public entity or a bonafide not for profit organization dedicated to the provision of affordable housing, as further defined by Regulations, the Dwelling Unit is exempt only as to the rent control provisions of this Article. If a Dwelling Unit no longer qualifies for the full or partial exemption under this subsection A, for example, the Landlord withdraws from a subsidy program or a regulatory agreement expires and/or is not renewed, the Dwelling Unit will immediately be subject to all provisions of this Article;

B. Dwelling Units owned by the Housing Authority;

C. Dwelling Units that are rented or leased to transient guests for 30 consecutive days or less;

D. Rooms in hotels, motels, inns, tourist homes, short-term rentals, rooming or boarding houses, provided that such rooms are not occupied by the same occupant or occupants for more than 30 consecutive days;

E. Commercial units, such as office condominiums, commercial storage units or units subject to Section 30-15 of the Alameda Municipal Code (Work Live Studios);

F. Rooms in any hospital or in a facility for assisted living, skilled nursing, convalescence or extended care;

G. Rooms in a facility that provide a menu of services including, but not limited to, meals, continuing care, medication management, case management, counseling, transportation and/or a wellness clinic, and for which services an occupancy agreement is typically required, and regardless of whether the occupant must pay additionally for some services;

H. Rooms in a convent, monastery, fraternity or sorority house or in a building owned, operated or managed by a bona fide education institution for occupancy by students;

I. Rooms in a building or Dwelling Unit where the primary use is providing short-term treatment, assistance or therapy for alcohol, drug or other substance abuse and the room is provided incident to the recovery program and where the occupant has been informed in writing of the temporary or transitional nature of the arrangement at the inception of the occupancy.

J. Rooms in a building or Dwelling Unit that provides a structured living environment that has the primary purpose of helping formerly homeless persons obtain the skills necessary for independent living in permanent housing and where occupancy is limited to a specific period of time and where the occupant has been informed in writing of the temporary nature of the arrangement at the inception of the occupancy;

K. Mobile homes or mobile home lots;

L. Houseboats;

M. Community cabins;

N. Rooms in a facility that require, as part of a person's occupation and use of the room and the facility, some or all of the following: intake, case management, counseling and an occupancy agreement;

O. Dwelling Units in which the Landlord owns the Rental Unit, occupies the Rental Unit as the Landlord's Primary Residence and shares kitchen or bath facilities with one or more Tenants; and

P. Any part of Dwelling Unit in which a Tenant has allowed or permitted a person to use or occupy such part but that person does not meet the definition of Tenant as defined in this Article.

6-58.25. Notices and Materials to be Provided to Prospective Tenants

A. In addition to any other notice required to be given by law or this Article, a Landlord shall provide to a prospective Tenant (1) a written notice that the Rental Unit is subject to this Article, (2) a copy of this Article as such Article exists at the time such notice is provided and (3) a copy of the then current City regulations promulgated to implement this Article and (4) a copy of the then current information brochure(s) that the Program Administrator provides that explains this Article.

B. A Landlord satisfies the requirements of this Section 6-58.25 by providing to a prospective Tenant a hard copy of the materials set forth in subsection A of this Section 6-58.25 or, if a prospective Tenant has internet access and so consents in writing to receive notice by being referred to the Program Administrator's website (www.alamedarentprogram.org) where the materials can be found online. A Landlord shall document that the prospective Tenant has been informed of the choices and of what choice the prospective Tenant made including, where applicable, the prospective Tenant's written acknowledgement to receive the materials online.

6-58.30. Disclosures

A. A Landlord shall in writing disclose to a potential purchaser of the Rental Unit or of property that has one or more Rental Units that such Rental Unit or property is subject to all or some of this Article and all regulations that the City has promulgated to implement this Article including, but not limited to, the current Rent of all Rental Units not exempt from rent control under State Law that the Landlord owns that are the subject of the potential sale, whether the Rental Unit has been withdrawn permanently from the rental market, whether the Landlord has banked Annual General Adjustments as provided in Section 6-58.70 and whether the Rent of the Rental Unit is limited or restricted in any way.

B. The failure of a Landlord to make the disclosure set forth in subsection A of this Section 6-58.30 shall not in any manner excuse a purchaser of such Rental Unit or property of any of the obligations under this Article.

6-58.35. Documents That the Landlord Must File with the Program Administrator

In addition to any other notice required to be filed with the Program Administrator by law or this Article, a Landlord shall file with the Program Administrator a copy of the following:

A. Certain notices to terminate a tenancy (Section 6-58.80, E, F, G, H, and I; Section 6-58.110);

B. The amount of the Rent for the new Tenant when the prior tenancy was terminated for no cause;

C. The name and relationship of the person who is moving into the Rental Unit when the current tenancy is terminated due to an "owner move in" and documentation that the Landlord is a "natural person" (Section 6-58.80 E);

D. Written notice that the Landlord or the enumerated relative who was intended to move into a Rental Unit did not move into the Rental Unit within 60 days after the Tenant vacated the Rental Unit or that the Landlord or the enumerated relative who moved into the Rental Unit did not remain in the Rental Unit for three years (Section 6-58.80 E. 5 (c).);

E. Written notice and supporting documentation that the Landlord or the enumerated relative did move into the Rental Unit as the Landlord's or enumerated relative's Primary Residence. (Section 6-58.80 E. 4.);

F. The requisite documents initiating the process to demolish or withdraw the Rental Unit from rent or lease permanently under Government Code, section 7060 et seq. and the City of Alameda's Ellis Act Policy Resolution No. 15517 (Section 6-58.80 F and H);

G. Written proof of the relocation payment provided to the Tenant if different than as provided in Section 6-58.95 (Section 6-58.95 G);

H. A fully executed Buyout Agreement (Section 6-58.115 D);

I. For all Rental Units, an annual registration statement for each Rental Unit Section 6-58.55 A);

J. For Rental Units that are not exempt from rent control under State Law, written notice within 30 days of the close of escrow that the Rental Unit has been transferred, the Rent at close of escrow, and the name and contact information of the new Landlord (Section 6-58.55 A);

K. For Rental Units that are not exempt from rent control under State Law, a registration statement within 30 days of the inception of a new tenancy (6-58.55 A);

L. Written notice that a Landlord has entered into a Temporary Tenancy and copy of the Rental Agreement within 30 days of the inception of the Temporary Tenancy (Section 6-58.40 A);

M. Written notice and supporting documentation that the Landlord has moved into the Primary Residence within 60 days of the termination of a Temporary Tenancy (Section 6-58.15 TT);

N. Proof of a military assignment where a Temporary Tenancy for that purpose has been created, if the Program Administrator requires such proof (Section 6-58.40 A);

O. Requests for a Rent Increase in conjunction with a Capital Improvement Plan;

P. A copy of any notice of a rent increase that is a Relocation Rent Increase within three days of serving a Tenant with such Increase (Section 6-58.110 H);

Q. The judicial filing and related court papers if the Landlord is seeking judicial review of a decision of a Hearing Officer (Section 6-58.75 K); and

R. Any other information or document that the Program Administrator reasonably requests to carry out the purposes and intent of this Article to the extent such request does not unreasonably infringe on the privacy interests of the Landlord.

6-58.40. Temporary Tenancy

A. A Landlord may offer a Tenant a Temporary Tenancy of no more than twelve months provided, however, (a) if a Landlord is in the military and has a military assignment that will require the Landlord to be absent from the City, the Landlord may offer a Tenant a Temporary Tenancy consistent with the length of the Landlord's military assignment but of no more than five years, or (b) if a Tenant is in the military and has a military assignment, a Landlord may offer such Tenant a Temporary Tenancy consistent with the length of the Tenant's military assignment but of no more than five years. For purposes of this Section, the Program Administrator may require a Landlord or Tenant to provide proof of the military assignment, including the dates of the assignment.

B. It is unlawful for a Landlord to offer consecutive Temporary Tenancies whether to the same or a different Tenant and there shall be at least twelve months between Temporary Tenancies.

6-58.45. Limitations on Revising What Is Included In the Rent

A. For Rental Units not exempt from rent control under State Law, as to any Rental Agreement or any Rental Agreement that has been converted to a month-to-month Tenancy in which charges or fees for utilities, parking, storage, pets or any other charge or fee associated with the Tenancy that is included in the Rent, a Landlord shall not:

   1. Unbundle any of such charges or fees during the term of the Rental Agreement, or the month-to-month Tenancy; or

   2. Increase any of such charges or fees except for increased charges paid directly to the Landlord for utilities that are separately metered or for charges for utilities that are pro-rated among the Tenants pursuant to a Ratio Utility Billing System or a similar cost allocation system.

B. For Rental Units not exempt from rent control under State Law, as to the terms of a new or renewed Rental Agreement, or revisions to the terms of a month-to-month Tenancy, to the extent a Landlord unbundles or increases any of such charges or fees and lists them separately in a new or renewed Rental Agreement, or in the terms of a revised month-to-month Tenancy, the amount of such charges or fees shall be included in calculating the Maximum Allowable Rent.

C. Notwithstanding subsections A and B of this section 6-58.45, to the extent that a Tenant requests Housing Services that were not included in an existing Rental Agreement, or month-to-month Tenancy, such as a parking space or an additional parking space, storage space or additional storage space, a pet or an additional pet, or to the extent that utilities are separately metered or the amount of such utility charges are pro-rated among the Tenants pursuant to a Ratio Utility Billing System or other similar cost allocation system but the charges are paid directly to the Landlord, such fees for Housing Services or charges for utilities shall not be included in calculating the Maximum Allowable Rent.

6-58.50. Limitations on the Frequency of Rent Increases and the Use of Banked Annual General Adjustments

A. No Landlord shall increase the Rent of any Rental Unit (a) more than once in any twelve month period or (b) earlier than 12 months after the inception of the tenancy.

B. For Rental Units that are not exempt from rent control under State Law, no Landlord shall increase Rent by utilizing any banked Annual General Adjustments in consecutive years nor increase Rent using any banked Annual General Adjustments more than three times during any tenancy.

6-58.55. Rent Registry

A. The Landlord shall as provided in Regulations complete and submit to the Program Administrator a registration statement for each Rental Unit on a registration statement approved by the Program Administrator. In addition, except for those Rental Units exempt from rent control under State Law, a Landlord (i) shall complete and submit to the Program Administrator within 30 days of the inception of a new tenancy a registration statement concerning the new tenancy and (ii) upon a change of ownership of the Rental Unit, shall complete and submit to the Program Administrator within 30 days of the close of escrow the name and contact information for the new Landlord.

B. For all Rental Units other than those exempt under State Law, the Program Administrator shall determine either the Maximum Allowable Rent or, as necessary, the Certified Rent, for each Rental Unit registered with the Program Administrator. The Program Administrator shall annually provide the determination of the Maximum Allowable Rent to Landlords and Tenants. A Landlord or Tenant may appeal the determination of the Maximum Allowable Rent or the Certified Rent as set forth in California Civil Code section 1947.8 and the City's implementing regulations.

C. It shall be unlawful to report to the Program Administrator an amount of Rent for a Rental Unit other than the actual amount paid by the Tenant for the use and occupancy of the Rental Unit.

6-58.60. Establishment of Base Rent, Annual General Adjustment

A. Beginning September 1, 2019, no Landlord shall charge Rent for any Rental Unit not exempt under State Law in an amount greater than the Base Rent plus increases expressly allowed under this Article. If there were no Rent in effect on September 1, 2019, the Base Rent shall be the Rent that was charged on the first date that Rent was charged following September 1, 2019. For tenancies

commencing after the adoption of this Article, the Base Rent is the initial Rent in effect on the date the tenancy commences.

B. No later than May 31 of each year, the Program Administrator shall announce the percentage increase by which Rent for eligible Rental Units will be adjusted effective September 1 of that year. The Annual General Adjustment for September 1, 2019 shall be 2.8%.

6-58.65. Conditions for Taking the Annual General Adjustment

A Landlord may increase Rent by the Annual General Adjustment only if the Landlord:

A. Serves the Tenant with a legally required notice of a rent increase under State law.

B. Has complied with all other provisions of the City's Rent Stabilization Ordinance, as that Ordinance may be amended from time to time, and with any other applicable policies, regulations or resolutions concerning Rent, including without limitation the payment of all Rent Program Fees set forth in the City's Master Fee Schedule and the registration of all Rental Units.

6-58.70. Banking

A. A Landlord may, but is not required to, increase Rent by the Annual General Adjustment as provided in Section 6-68.60. Any unused Rent Increase may be banked pursuant to the formula set forth in subsections B and C of this Section for future imposition concurrent with a future Annual General Adjustment.

B. Banking of Annual General Adjustments shall be calculated based on compound addition. For example, an unused Annual General Adjustment of three percent (3%) in one year plus three point four percent (3.4%) in the following year is equal to a combined Annual General Adjustment of six point five six percent (6.56%), not six point four percent (6.4%).

C. If a Landlord has not increased Rent to the Maximum Allowable Rent in any particular year during a tenancy, the Landlord may, as part of a subsequent annual Rent Increase, increase Rent by the previously banked Annual General Adjustment.

D. If the notice of a Rent Increase includes a banked Annual General Adjustment, the Landlord must file with the Program Administrator within three days of such service a copy of the notice of the rent increase to which is attached a copy of the proof of service that the Tenant has been so served.

E. It shall be unlawful for any Landlord to (a) bank more than eight percent (8%), (b) increase Rent by more than the current year Annual General Adjust plus three percent (3%) of any banked amount, (c) increase Rent by using any banked amount in consecutive years, or (d) increase Rent using any banked amount more than three times during any tenancy.

F. Any banked Annual General Adjustments expire when a new tenancy is created or when the Landlord transfers the property in which or on which the Rental Unit is located.

G. The Program Administrator may promulgate regulations implementing the banking process and regulating the notices that a Landlord may be required to provide to the Tenant and/or the Program Administrator when utilizing the banking process authorized by this Ordinance.

6-58.75. Petition Process

A. A Landlord or a Tenant may file a petition with the Program Administrator to request an upward or downward adjustment of the Maximum Allowable Rent or Certified Rent, other petitions as provided in adopted Regulations, and appeals as provided in this Article.

B. Upon the filing of a petition, the Program Administrator shall notify the petitioner of the acceptance or denial of the petition based on the completeness of the submission. The Program Administrator shall not assess the merits of the petition but shall only refuse acceptance of a petition that does not include required information or documentation. Upon acceptance of a petition, the Program Administrator shall provide written notice to the Parties affected by the petition. The written notice shall inform Parties of the petition process, the right to respond, and include a copy of the completed petition with the supportive documents available upon request. Any response submitted by the responding Party will be made available to the petitioning Party. Each accepted petition shall be scheduled for a hearing by the Hearing Officer to be held within thirty (30) calendar days from the date the Program Administrator accepts the petition. With agreement of the Parties, the Hearing Officer may hold the hearing beyond the 30 days. Before the hearing, the Program Administrator may attempt, with the Parties concurrence, to mediate a resolution of the petition. Notwithstanding any other provision of this Article, the Hearing Office may refuse to hold a hearing or grant a Rent adjustment if a Hearing Officer has held a hearing and made a decision with regard to the Maximum Allowable Rent or Certified Rent within the previous six months based on the same or substantially the same grounds for an upward or downward Rent adjustment.

C. The Hearing Officer shall conduct the hearing employing the usual procedures in administrative hearing matters, i.e., the proceeding will not be governed by the technical rules of evidence and any relevant evidence will be admitted. The Hearing Officer shall have the power to issue subpoenas. The Hearing Officer shall have no authority to consider the constitutionality of any Federal, State or local law or regulation.

D. Any Party may appear and offer such documents, testimony, written declarations, or other evidence as may be pertinent to the proceeding. Each Party shall comply with the Hearing Officer's request for documents and information and shall comply

with the other Party's reasonable requests for documents and information. The Hearing Officer may proceed with the hearing notwithstanding that a Party has failed to appear, failed to provide the documents or information requested by the Hearing Officer or a Party has failed to provide documents or information requested by the other Party. The Hearing Officer may take into consideration, however, the failure of a Party to provide such documents or information.

E. The Party who files the petition shall have the burden of proof. As to the burden of proof, the Hearing Officer shall use the preponderance of evidence test, i.e., that what the petitioner is required to prove is more likely to be true than not and, after weighing all the evidence, if the Hearing Officer cannot decide that something is more likely to be true than not, the Hearing Officer must conclude that the petitioner did not prove it.

F. The hearing will be reported by a certified court reporter or otherwise recorded for purposes of judicial review. The Hearing Officer may request a copy of the transcript prior to making a decision.

G. In making an individual upward adjustment of Rent, the Hearing Officer shall grant an upward adjustment only if such an adjustment is necessary in order to provide the Landlord with a constitutionally required fair return on property. The Hearing Officer shall not determine a fair return solely by the application of a fixed or mechanical accounting formula but there is a rebuttable presumption that maintenance of Net Operating Income for the Base Year, as adjusted by inflation over time, provided a Landlord with a fair return on property.

H. In making an individual downward adjustment of Rent, the Hearing Officer may consider decreases in Housing Services, living space, or amenities; substantial deterioration of the Rental Unit other than as a result of ordinary wear and tear; the Landlord's failure to comply substantially with applicable housing, health and safety codes; or the Landlord's failure to comply with this Article.

I. Within 30 days of the close of the hearing, the Hearing Officer shall make a determination, based on the preponderance of evidence, whether there should be an upward or downward adjustment of Rent, and shall make a written statement of decision upon which such determination is based. The Hearing Officer's allowance or disallowance of any upward or downward adjustment of Rent may be reasonably conditioned in any manner necessary to effectuate the purposes of this Article. The Hearing Officer shall provide the statement of decision to the Program Administrator who shall provide copies to the Parties.

J. The Hearing Officer's decision shall be final unless judicial review is sought within 60 days of the date of the Hearing Officer's decision. If a Party seeks judicial review of the Hearing Officer's decision, such Party shall immediately serve the Program Administrator with the judicial filing. An upward or downward adjustment of Rent shall take effect immediately upon the Hearing Officer's decision unless provided otherwise in the decision regardless of whether a Party seeks judicial review.

6-58.80. Evictions and Terminations of Tenancies

No Landlord shall take action to terminate any Tenancy including, but not limited to, making a demand for possession of a Rental Unit, threatening to terminate a Tenancy, serving any notice to quit or other notice to terminate a Tenancy, e.g. an eviction notice, bringing any action to recover possession or be granted possession of a Rental Unit except on one of the following grounds:

A. Failure to pay rent. The Tenant upon proper notice has failed to pay the Rent to which the Landlord is entitled under a Rental Agreement; provided, however, that the "failure to pay rent" shall not be cause for eviction if (i) the Tenant cures the failure to pay rent by tendering the full amount of the Rent due within the time frame in the notice but the Landlord refuses or fails to accept the Rent or (ii) the Tenant tenders some or all of the Rent due and the Landlord accepts some or all of the Rent.

B. Breach of Rental Agreement. The Tenant has continued, after the Landlord has served the Tenant with a written notice to cease, to commit a material and substantial breach of an obligation or covenant of the Tenancy other than the obligation to surrender possession upon proper notice, provided, however, that a Landlord need not serve a written notice to cease if the breach is for conduct that is violent or physically threatening to the Landlord, other Tenants or members of the Tenant's household or neighbors.

1. Notwithstanding any contrary provision in this Section 6-58.80, a Landlord shall not take action to terminate a Tenancy as a result of the addition to the Rental Unit of (a) a Tenant's spouse or registered domestic partner, (b) a Tenant's parent, grandparent, child or grandchild, regardless of whether that child or grandchild is related to the Tenant by blood, birth, adoption, marriage or registered domestic partnership, (c) the foster child or grandchild of the Tenant or any of the individuals described in subparagraphs (a) or (b) of this paragraph, (d) any other person that federal or state fair housing laws may in the future protect, or (e) a person necessary to reasonably accommodate the needs of a Tenant or any of the individuals described in subparagraphs (a), (b), (c) or (d) of this paragraph, so long as the number of occupants does not exceed the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health and Safety Code, section 17922.

2. Before taking any action to terminate a Tenancy based on the violation of a lawful obligation or covenant of Tenancy regarding subletting or limits on the number of occupants in the Rental Unit, the Landlord shall serve the Tenant a written notice of the violation that provides the Tenant with the opportunity to cure the violation within 14 calendar days. The Tenant may cure the violation by making a written request to add occupants to which request the Landlord reasonably concurs or by using other reasonable means, to which

the Landlord reasonably concurs, to cure the violation including, but not limited to, causing the removal of any additional or unapproved occupant.

C. Nuisance. The Tenant has continued, after the Landlord has served the Tenant with a written notice to cease, to commit or expressly permit a nuisance on the Rental Unit or to the common area of the rental complex, or to create a substantial interference with the comfort, safety or enjoyment of the Landlord, other Tenants or members of a Tenant's household or neighbors, provided, however, a Landlord need not serve a notice to cease if the Tenant's conduct is illegal activity, has caused substantial damage to the Rental Unit or the common area of the rental complex, or poses an immediate threat to public health or safety.

D. Failure to give access. The Tenant has continued to refuse, after the Landlord has served the Tenant with a written notice, to grant the Landlord reasonable access to the Rental Unit for the purpose of inspection or of making necessary repairs or improvements required by law, for the purpose of showing the Rental Unit to any prospective purchaser or mortgagee, or for any other reasonable purpose as permitted or required by the lease or by law.

E. Owner move-in. The Landlord seeks in good faith to recover possession of the Rental Unit for use and occupancy as a Primary Residence by (1) the Landlord, (2) the Landlord's spouse or registered domestic partner, or (3) the Landlord's parent, grandparent, child, grandchild, brother, sister, father-in-law, mother-in-law, son-in- law, or daughter-in-law, whether that person is related to the Landlord by blood, birth, adoption, marriage or registered domestic partnership. Persons in paragraphs (2) and (3) above shall be deemed "enumerated relatives".

1. For purposes of this section a "Landlord" shall only include a Landlord that is a natural person who has at least a 50% ownership interest in the property and the Landlord shall provide to the Program Administrator documentation that the Landlord meets the definition of Landlord as provided in this paragraph. For purposes of this paragraph, a "natural person" means a human being but may also include a living, family or similar trust where the natural person is identified in the title of the trust.

2. No action to terminate a Tenancy based on an "owner move-in" may take place if there is a vacant Rental Unit on the property that is Comparable to the Rental Unit for which the action to terminate the Tenancy is sought.

3. The notice terminating the Tenancy shall set forth the name of the Landlord and, if applicable, the name and relationship to the Landlord of the enumerated relative intending to occupy the Rental Unit.

4. The Landlord or the enumerated relative must intend in good faith to move into the Rental Unit within 60 days after the Tenant vacates and to occupy the Rental Unit as a Primary Residence for at least three years. The Landlord or the enumerated relative must within seven days

after the Landlord or the enumerated relative has moved into the Rental Unit inform the Program Administrator in writing that the Landlord or enumerated relative has in fact moved into the Rental Unit and provide sufficient documentation, as determined by the Program Administrator, to demonstrate the Rental Unit is the Landlord's or enumerated relative's Primary Residence.

5. If the Landlord or enumerated relative fails to occupy the Rental Unit within 60 days after the Tenant vacates or if the Landlord or enumerated relative vacates the Rental Unit without good cause before occupying the Rental Unit as a Primary Residence for three years, the Landlord shall:

   (a) Offer the Rental Unit to the Tenant who vacated the Rental Unit and at the same Rent that was in effect at the time the Tenant vacated the Rental Unit;

   (b) Pay to the Tenant all reasonable and documented expenses incurred in moving to the Rental Unit; and

   (c) Inform the Program Administrator in writing.

6. If (a) the Landlord or enumerated relative fails to occupy the Rental Unit within 60 days after the Tenant vacates or if the Landlord or enumerated relative vacates the Rental Unit without good cause before occupying the Rental Unit as a Primary Residence for three years, and (b) the displaced Tenant does not accept the Landlord's offer to return to the Rental Unit, the Landlord shall not charge Rent to a new Tenant that exceeds the lawful Rent charged to the displaced Tenant at the time the Landlord served the notice to terminate the tenancy. Nothing in this paragraph shall preclude other penalties or remedies provided to the displaced Tenant or the City under Section 6-58.155.

7. Where the Landlord has terminated a tenancy based on an owner move-in and there are other Rental Units on the property, a Landlord shall not terminate a tenancy of any other Tenant based on an owner move-in until twenty-four months have elapsed since the Landlord or an enumerated relative has moved into the Rental Unit which was the subject of the prior owner move-in.

8. It shall be evidence that the Landlord has not sought in good faith to recover possession of a Rental Unit based on an owner move-in if the Landlord or the enumerated relative does not occupy the Rental Unit within 60 days of the displaced Tenant's vacating the Rental Unit and/or if the Landlord or the enumerated relative does not occupy the Rental Unit as a Primary Residence for at least three years.

F. Demolition. The Landlord seeks in good faith and in compliance with the City's Ellis Act Policy to take action to terminate a Tenancy to demolish the Rental Unit and remove the property permanently from residential rental housing use;

provided, however, the Landlord shall not take any action to terminate such Tenancy until the Landlord has obtained all necessary and proper demolition and related permits from the City.

G. Capital Improvement Plan. The Landlord seeks in good faith to take action to terminate a Tenancy in order to carry out an approved Capital Improvement Plan.

H. Withdrawal from the rental market. The Landlord seeks in good faith and in compliance with the City's Ellis Act Policy to take action to terminate a Tenancy by withdrawing the Rental Unit from rent or lease with the intent of going out of the residential rental business permanently as to the Rental Unit(s) on the property.

I. Compliance with a governmental order. If a Tenant has vacated the Rental Unit in compliance with a government agency's order to vacate, in response to a Landlord's taking action in good faith to terminate a Tenancy to comply with a government agency's order to vacate, in response to a Health or Safety Condition, or in connection with any other order that necessitates the vacating of the building or Rental Unit as a result of a violation of the City of Alameda's Municipal Code or any other provision of law:

1. The Landlord shall offer the Rental Unit to the Tenant who vacated the Rental Unit when the Landlord has satisfied the conditions of the governmental agency that caused the governmental agency to order the Rental Unit vacated and at the same Rent that was in effect at the time the Tenant vacated the Rental Unit.

2. The Landlord shall provide to the Tenant Relocation Payments as provided in Section 6-58.85 or as provided in Article 2.5, Chapter 5, Part 1.5, Division 13, California Health and Safety Code, beginning at section 17975, whichever is greater, and all reasonable and documented expenses incurred in returning to the Rental Unit should the Landlord be required to offer the Rental Unit to the Tenant once the conditions have been satisfied and the Tenant does so.

6-58.85 Relocation Payments.

A. Permanent Relocation Payments. A Landlord who (i) takes action to terminate a tenancy permanently for the reasons specified in subsections E, F, G, H, or I of Section 6-58.80, (ii) serves a notice of a Rent Increase that is a Relocation Rent Increase as defined in this Article and the Tenant vacates the Rental Unit within 90 days of receiving the Relocation Rent Increase, or (iii) fails to correct deficient Housing Quality Standards in Housing Choice Voucher Section 8 Rental Units resulting in the Tenant's vacating the Rental Unit, shall provide to an Eligible Tenant a Permanent Relocation Payment.

B. Relocation Payments Following a Governmental Order to Vacate or Tenant's Vacating Due to Health or Safety Conditions. If a Tenant has vacated a Rental Unit in compliance with a governmental agency's order to vacate or due to Health

or Safety Conditions, and regardless of whether the Landlord has served a notice to temporarily terminate a tenancy:

1. For the first 60 days from the date the Tenant vacates the Rental Unit, the Landlord shall make Temporary Relocation Payments to the Tenant until the Tenant re-occupies the Rental Unit and the Tenant, upon receipt of the Temporary Relocation Payment, shall be obligated to pay the Rent that was in effect at the time the Tenant vacated the Rental Unit, plus any adjustments as permitted under this Article and Rent Program Regulations.

2. If the work necessary to comply with the governmental order or to correct the Health of Safety Conditions takes longer than 60 days to complete, the Landlord shall make Rent Differential Payments to the Tenant until either the work is completed and the Tenant re-occupies the Rental Unit or the Tenant finds alternative, permanent housing. A Tenant shall have no obligation to pay Rent to the Landlord when receiving Rent Differential Payments. If the Tenant re-occupies the Rental Unit, the Tenant shall pay the Rent in effect when the Tenant vacated the Rental Unit, plus any Rent adjustments as permitted under this Article and the regulations. If the Tenant finds alternative permanent housing and elects to terminate the tenancy, the Landlord shall provide to the Tenant a Permanent Relocation Payment, in addition to other Relocation Payments.

3. If there is a dispute concerning whether there are Health or Safety Conditions and/or whether such Conditions were caused by the Tenant, the Tenant or the guests/invitees of the Tenant, the City Building Official shall decide the dispute. Within 10 days of the Building Official's decision, either a Landlord or a Tenant may file an appeal with the Program Administrator concerning the decision of the Building Official. A Hearing Officer shall hear and decide the appeal pursuant to procedures set forth in adopted regulations.

C. Natural Disasters and Other Exceptions.

1. Notwithstanding subsection B of this Section 6-58.85, a Landlord shall not be liable for a Temporary Relocation Payment, a Rent Differential Payment, or a Permanent Relocation Payment if the governmental agency that ordered the Rental Unit, or the building in which the Rental Unit is located, to be vacated, determines the Rental Unit or the building in which the Rental Unit is located must be vacated as a result of:

   (a) A fire, flood, earthquake or other natural disaster, or other event beyond the control of the Landlord and the Landlord did not cause or contribute to the condition giving rise to the governmental agency's order to vacate; or

   (b) Any Tenant, occupant of the Rental Unit, or the guest or invitee of any Tenant, has caused or materially contributed to the condition giving rise to the order to vacate.

2. As to whether the Landlord caused or contributed to the condition giving rise to the order to vacate or as to whether a Tenant, the occupant of the Rental

Unit, or the guest or invitee of any Tenant caused or materially contributed to the condition giving rise to the order to vacate, either a Landlord or a Tenant, within 10 days of the determination of the governmental agency, may file an appeal with the Program Administrator concerning the determination of the governmental agency. A Hearing Office shall hear and decide the appeal pursuant to procedures set forth in adopted regulations.

D. Offer of a Comparable Unit. Notwithstanding subsection B of this Section 6-58.85, a Landlord, in lieu of making Temporary Relocation Payments or Rent Differential Payments, may offer the Tenant a Comparable Rental Unit in Alameda while the work on the displaced Tenant's Rental Unit is being completed. The Tenant, in the Tenant's sole discretion, may waive, in writing, any of the Comparable factors in deciding whether the Rental Unit is Comparable.

1. If the Tenant accepts the offer and occupies the Comparable Rental Unit, the Tenant shall pay no more than the Rent the Tenant was paying at the time the Tenant was served with the notice to temporarily terminate the tenancy or at the time the Tenant vacated the Rental Unit, or the Tenant shall pay some other amount agreeable to the Landlord and Tenant that does not exceed the Rent at the time the tenant vacated the Rental Unit, if a governmental agency ordered the Rental Unit vacated or the Tenant vacated the Rental Unit due to Health or Safety Conditions, and no notice of temporary termination of tenancy was served.

2. If the Tenant accepts the offer, the Landlord shall (i) pay the Tenant's reasonable and documented moving expenses to the Comparable Rental Unit and from the Comparable Rental Unit to the Tenant's Rental Unit and (ii) continue to make Temporary Relocation Payments or Rent Differential Payments until the Tenant has occupied the Comparable Rental Unit.

3. If Tenant does not agree that a particular Rental Unit is Comparable, the Tenant must so inform the Landlord in writing. A Landlord may file an appeal with the Program Administrator within 10 days of the Landlord's receipt of the Tenant's written decision. A Hearing Officer shall hear and decide the appeal pursuant to procedures set forth in adopted Regulations. If the Hearing Officer has determined the Rental Unit is Comparable but the Tenant chooses not to occupy the Comparable Rental Unit, the Landlord shall have no further obligation to make Temporary Relocation Payments or Rent Differential Payments and the Tenant shall have no further obligation to pay Rent until the Tenant has re-occupied the Rental Unit from which the Tenant was displaced.

4. If a Tenant has occupied a Comparable Rental Unit for at least 120 days, a Tenant for good cause may vacate the Comparable Rental Unit and thereafter receive from the Landlord Rent Differential Payments until the Tenant has re-occupied the Rental Unit from which the Tenant was displaced or, if the Tenant has found alternative, permanent housing, has received from the Landlord a Permanent Relocation Payment. Good cause shall be established in adopted regulations.

6-58.90 Notice of Entitlement to Tenants/Right of First Refusal

A. Any notice to terminate a Tenancy temporarily which is served by a Landlord to a Tenant shall be accompanied by the appropriate completed notice of entitlement to a Temporary Relocation Payment form, a Rent Differential payment form, and a Permanent Relocation Payment form, available on the Program Administrator's website. As to any Tenant who vacates a Rental Unit for any the reasons set forth in subsection B of Section 6-58.85, the Landlord must provide to the Tenant within three business days of the Tenant's vacating the Rental Unit the appropriate completed notice of entitlement to a Temporary Relocation Payment, a Rent Differential Payment form, and a Permanent Relocation Payment form, available on the Program Administrator's website. The contents of such notice shall include but are not limited to:

1. A written statement of the rights and obligations of Tenants and Landlords under this Article; and

2. A written statement that the Landlord has complied with Section 6-58.85.

B. A notice of entitlement to a Temporary Relocation Payment and/or Rent Differential Payment form shall include a summary of the repairs to be undertaken and the estimated duration of the work. The Landlord shall notify the Tenant when work is completed and provide the Tenant with the first right of refusal to re-occupy the Rental Unit. If the estimated duration of the work changes, the Landlord shall provide the Tenant with at least seven calendar days' advance notice of such a change.

C. All Landlords shall be required to file with the Program Administrator a copy of the notice of entitlement described in this Section within three calendar days of serving the Tenant such notice. A proof of service with time and date of service of such notice shall be included with the copy of such notice filed with the Program Administrator.

D. Nothing in this Section shall relieve the Landlord of the Landlord's obligation to serve any notice that would otherwise be required pursuant to federal, state or local law.

6-58.95 Amount of Relocation Payments

A. The City Council shall determine by resolution the amount of the Relocation Payments.

B. The Permanent Relocation Payment may be based on the first and last months' fair market rent, estimated moving and packing expenses, estimated storage costs, applicable taxes, and any other basis set forth by Regulation.

C. The Temporary Relocation Payment may be based upon reasonable per diem rates, which may include safe and sanitary hotel, motel, or short-term rental

accommodations; meal allowance if the temporary accommodations lack cooking facilities; laundry allowance if the rental property included laundry facilities and the temporary accommodations lack laundry facilities; and pet accommodations if the rental property allowed pets and the temporary accommodation does not accept pets, and costs associated with moving and storage.

D. The City Council may adopt a greater Relocation Payment amount for a Qualified Tenant Household.

E. The Relocation Payment will be distributed on a pro-rata basis to each Eligible Tenant.

F. Nothing provided herein prohibits a Landlord and a Tenant from agreeing to a Relocation Payment different than as provided in the City Council resolution adopting Relocation Payments, provided the Landlord informs the Tenant in writing of the amount of the Relocation Payment to which the Tenant is entitled to receive under this Article and the Landlord and Tenant submits to the Program Administrator written proof of the alternative relocation payment within 21 days of the Tenant's vacating the Rental Unit.

6-58.100 Distribution of Relocation Payments to Eligible Tenants.

A. A Landlord shall provide the Relocation Payment in the amount required by the City Council resolution concerning Relocation Payments to each Eligible Tenant through direct payment to the Tenant.

B. When the Tenant has been served with a notice to vacate the Rental Unit under subsections E, F, G, or H of Section 6-58.80 (Owner Move-in, Withdrawal of the Rental Unit from the Rental Market, Demolition and Capital Improvement Plan), the Landlord shall pay one-half (½) of the applicable Permanent Relocation Payment within three business days after the Tenant has informed the Landlord, in writing, that the Tenant will vacate the Rental Unit on the date no later than the date provided in the notice terminating the tenancy and the other half within three business days after the Tenant has (i) vacated the Rental Unit by no more than two calendar days after the date provided in the notice; and (ii) removed all of the Tenant's personal property from the Rental Unit and/or from other property of the Landlord, such as a storage unit.

C. When the Tenant has informed the Landlord, in writing, the Tenant has found permanent housing as provided in paragraph (iii) of subsection A of Section 6-58.85 (failure to correct Housing Quality Standards) or in subsection B of Section 6-58.85 (Governmental Order to Vacate or Vacating due to Health or Safety Conditions), the Landlord shall pay the full amount of the applicable Permanent Relocation Payment within three business days thereof or within three business days after the Tenant has removed all of the Tenant's personal property from the Rental Unit and/or other property of the Landlord, such as a storage unit, whichever is later.

D. When the Tenant has been served with a Relocation Rent Increase and within 90 days of receipt of such increase has notified the Landlord in writing that the Tenant will vacate the Rental Unit, the Landlord shall pay one-half of the applicable Permanent Relocation Payment within three business days of the Landlord's receipt of the written notice and the other half within three business days after the Tenant has (i) vacated the Rental Unit by no more than two calendar days after the date the Tenant has informed the Landlord that the Tenant would vacate the Rental Unit, and (ii) removed all of Tenant's personal property from the Rental Unit and/or from other property of the Landlord, such as a storage unit.

E. As to any Tenant who is entitled to receive a Temporary Relocation Payment and/or a Rent Differential Payment as provided in subsection B. of Section 6-58.85 (Governmental Order to Vacate or Vacating Due to Health or Safety Conditions), the Landlord shall make such Payment in the amount and as provided in the applicable City Council Resolution.

6-58.105 Coordination with other relocation requirements.

If a Tenant(s) receives, as part of the termination of tenancy, relocation assistance from a governmental agency, then the amount of that relocation assistance shall operate as a credit against any Relocation Payment to be paid to the Tenant under Section 6-58.95.

6-58.110. Service and Contents of the Written Notices to Terminate a Tenancy

A. In any notice purporting to terminate a Tenancy the Landlord shall state in the notice the cause for the termination.

B. If the cause for terminating the Tenancy is for the grounds in subsections A, B, C, or D of Section 6-58.80 and a notice to cease is required, the notice shall also inform the Tenant that the failure to cure may result in the initiation of an action to terminate the Tenancy; such notice shall also include sufficient details allowing a reasonable person to comply and defend against the accusation.

C. If the cause for terminating the Tenancy is for the grounds in subsections E, F, G, H, or I of Section 6-58.80, the notice shall also inform the Tenant that the Tenant is entitled to a Relocation Payment and the amount thereof.

D. If the Landlord has served a Tenant with a Relocation Rent Increase, the Landlord shall inform the Tenant in writing of the Tenant's rights to vacate the Rental Unit as provided in this Article, that the Tenant is entitled to a Relocation Payment, and the amount thereof.

E. If the cause for terminating the Tenancy is for the grounds in subsection G of Section 6-58.80, the notice shall state the Landlord has complied with that

subsection by obtaining a City approved Capital Improvement Plan and a copy of the approved Capital Improvement Plan shall accompany the notice.

F. The Landlord shall file with the Program Administrator within three calendar days after having served any notice required by subsections E, F, G, H, or I of Section 6-58.80 a copy of such notice.

G. The Landlord shall file with the Program Administrator within three calendar day of serving a Tenant with a Relocation Rent Increase a copy of the notice of the rent increase and the written information set forth in subsection D of this Section 6-58.110.

6-58.115. Buyout Agreements

A. The purpose of this Section is to afford protection to a Tenant who is offered a Buyout Agreement.

B. Before making an offer to a Tenant of a Buyout Agreement, a Landlord must give a Tenant a written disclosure document, in a form set forth in an adopted regulation, setting forth the Tenant's rights concerning the Buyout Agreement including the following: (i) the right not to enter into the Buyout Agreement; (ii) the right to consult an attorney and the right to revise the Buyout Agreement before signing the Buyout Agreement; (iii) the right to consult the Program Administrator regarding the Buyout Agreement; and (iv) the right to rescind the Buyout Agreement any time up to 30 calendar days after the Tenant has signed the Buyout Agreement.

C. A Buyout Agreement that does not satisfy all the requirements of this Ordinance and the regulation is not effective and the Tenant may rescind the Buyout Agreement at any time, even after 30 calendar days from the date the Tenant signed the Buyout Agreement. In order to rescind a Buyout Agreement, the Tenant must hand deliver, email or place in the U.S. mail a statement to the Landlord that the Tenant has rescinded the Buyout Agreement.

D. The Landlord shall provide the Tenant a copy of the Buyout Agreement when all the parties have signed and shall file the signed Buyout Agreement with the Program Administrator within three calendar days after all parties have signed.

6-58.120. Retaliation Prohibited

No Landlord shall take any action to terminate a tenancy, reduce any Housing Services or increase the Rent where the Landlord's intent is to retaliate against the Tenant for (i) the Tenant's assertion or exercise of rights under this Article or under state or federal law, (ii) the Tenant's request to initiate, or the tenant's participation in, the rent control procedures under this Article, (iii) the Tenant's refusing to enter into a Buyout Agreement or rescinding a Buyout Agreement or (iv) the Tenant's exercise of rights under or participation in litigation arising out of this Article. Such retaliation may be a

defense to an action to recover the possession of a Rental Unit and/or may serve as the basis for an affirmative action by the Tenant for actual and punitive damages and/or injunctive relief as provided herein. In an action against the Tenant to recover possession of a Rental Unit, evidence of the assertion or exercise by the Tenant of rights under this Article or under state or federal law within 180 days prior to the alleged act or retaliation shall create a rebuttable presumption that the Landlord's act was retaliatory; provided, however, a Tenant may assert retaliation affirmatively or as a defense to the Landlord's action without the presumption regardless of the period of time that has elapsed between the Tenant's assertion of exercise of rights under this Article and the alleged action of retaliation.

6-58.125. Waiver

F. Any waiver or purported waiver of a Tenant of rights granted under this Article prior to the time when such rights may be exercised shall be void as contrary to public policy.

G. It shall be unlawful for a Landlord to attempt to waive or waive, in a rental agreement or lease, the rights granted a Tenant under this Article prior to the time when such rights may be exercised.

6-58.130. Actions to Recover Possession

In any action brought to recover possession of a Rental Unit, the Landlord shall allege and prove by a preponderance of evidence compliance with this Article.

6-58.135. Landlord's Failure to Comply

A Landlord's failure to comply with any requirement of this Article may be asserted as an affirmative defense in an action brought by the Landlord to recover possession of the Rental Unit. Additionally, any attempt to recover possession of a Rental Unit in violation of this Article shall render the Landlord liable to the Tenant for actual and punitive damages, including damages for emotional distress, in a civil action for wrongful eviction. The Tenant may seek injunctive relief and money damages for wrongful eviction. The prevailing party in an action for wrongful eviction shall recover costs and reasonable attorneys' fees.

6-58.140. Penalties and Remedies for Violations

A. The City may issue an administrative citation to any Landlord and to the Landlord's agent for a violation of this Article. The fine for such violations shall be $250 for the first offense, $500 for a second offense within a one year period and $1000 for a third offense within a one year period.

B. Any person violating any provision of this Article shall be guilty of an infraction punishable for a fine not to exceed $250 or a misdemeanor punishable by a fine not exceeding $1,000 per violation, or by imprisonment in the County jail for a period not exceeding six months, or by both a fine and imprisonment.

C. Any aggrieved person, including the City and the People of the State of California may enforce, and seek to enjoin the violation of, this Article by means of a civil action. The burden of proof in such cases shall be preponderance of the evidence. As part of any civil action brought by the People of the State of California or City to enforce this Article, a court shall assess a civil penalty in an amount up to the greater of $2,500 per violation per day or $10,000 per violation, 50% payable to the City and 50% to the person or persons whose rights were violated, against any person who commits, continues to commit, operates, allows or maintains any violation of this Article. Any violator shall be liable for an additional civil penalty of up to $5,000 for each offense committed against a person who is a Senior Adult, has a Disability, or is in a household with one or more minor children.

D. A Landlord who has terminated a tenancy on grounds not permitted under this Article shall not impose Rent for the new tenancy that exceeds the Maximum Allowable Rent or Certified Rent at the time the prior tenancy was terminated.

E. Any Rental Unit business conducted or maintained contrary to this Article shall constitute a public nuisance.

F. The remedies provided in this Article are not exclusive, and nothing in this Article shall preclude any person from seeking any other remedies, penalties or procedures provided by law.

6-58.145. Program Fee

A. There is hereby imposed on each Rental Unit in the City a Program Fee. Landlords shall pay the Program Fee to the City annually. Landlords may include the Program Fee as a Cost of Operation and up to one half of the Program Fee may be allocated to a Tenant, to be paid by the Tenant in 12 equal installments, which payments need not be included in the calculation of the Maximum Allowable Rent or the Maximum Increase.

B. The amount of the Program Fee shall be determined by resolution of the City Council adopted from time to time and set forth in the City's Master Fee Schedule. The Program Fee shall not exceed the amount found by the City Council to be necessary to administer the costs of the Programs under this Article and the City Council's finding in this regard shall be final.

C. Any Landlord responsible for paying the Program Fee who fails to pay the Program Fee within 30 calendar days of its due date shall, in addition to the Program Fee, pay additional late charges, penalties of assessments as determined by resolution of the City Council.

6-58.150 Annual Review

The Program Administrator shall annually prepare a report to the Council assessing the effectiveness of the Programs under this Article and recommending changes as appropriate.

6-58.155. Implementing Policies and Regulations

The City Manager or the City Manager's designee shall have the authority to promulgate regulations to implement the requirements and fulfill the purposes of this Article. No person shall fail to comply with such regulations.

Section 4: IMPLIED REPEAL

Any provision of the Alameda Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to effect the provisions of this Ordinance.

Section 5: CEQA DETERMINATION

The City Council finds and determines that the adoption of this ordinance is exempt from review under the California Environmental Quality Act (CEQA) pursuant to the following, each a separate and independent basis: CEQA Guidelines, Section 15378 (not a project) and Section 15061(b)(3) (no significant environmental impact).

Section 6: SEVERABILITY

If any provision of this Ordinance is held by a court of competent jurisdiction to be invalid, this invalidity shall not affect other provisions of this Ordinance that can be given effect without the invalid provision and therefore the provisions of this Ordinance are severable. The City Council declares that it would have enacted each section, subsection, paragraph, subparagraph and sentence notwithstanding the invalidity of any other section, subsection, paragraph, subparagraph or sentence.

Section 7: EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after the expiration of thirty (30) days from the date of its final passage.

Presiding Officer of the City Council

Attest:

Lara Weisiger, City Clerk

*****

I, the undersigned, hereby certify that the foregoing Ordinance was duly and regularly adopted and passed by the Council of the City of Alameda in a regular meeting assembled on the 17th day of September, 2019, by the following vote to wit:

AYES:	Councilmembers Knox White, Oddie, Vella and Mayor Ezzy Ashcraft – 4.
NOES:	Councilmember Daysog - 1.
ABSENT:	None.
ABSTENTIONS:	None.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said City this 18th day of September, 2019.

Lara Weisiger, City Clerk
City of Alameda

Approved as to form:

Yibin Shen, City Attorney
City of Alameda

Attachment B

2020.01.23

Estimated Program Hours

Applicability	Program Service	Total Hours
Fully Regulated and Partially Regulated Units	Registration Notification Process (First Year)	152
Fully Regulated and Partially Regulated Units	Manage Property Exemption Submissions	50
Fully Regulated Units	Manage Unit Exemption Submissions	750
Fully Regulated Units	New Tenant Submissions (Includes Base Rent Cerification Process)	300
Fully Regulated and Partially Regulated Units	New Owner Submissions	100
Fully Regulated Units	Annual Maximum Allowable Rent Notifications to Tenants & Landlords	1,000
Fully Regulated Units	Manage Tenant and Landlord Petition of the Maximum Allowable Rent	2,500
Fully Regulated and Partially Regulated Units	Capital Improvement Plan Submissions	25
Fully Regulated Units	Tenant Rent Downward Adjustment Appeal	100
Fully Regulated Units	Landlord Rent Upward Adjustment Appeal	100
Fully Regulated and Partially Regulated Units	No Fault Terminations Submissions	225
Fully Regulated and Partially Regulated Units	Buyout Agreement Submissions	40
Fully Regulated and Partially Regulated Units	Temporary Relocation Payment Submission	20
Fully Regulated and Partially Regulated Units	Rent Relocation Increase Submission	20
Fully Regulated and Partially Regulated Units	Managing Failure to Comply Cases	100
Fully Regulated and Partially Regulated Units	Manage Public Records Requests	60
Fully Regulated and Partially Regulated Units	Answer General Calls	3,500
Fully Regulated and Partially Regulated Units	Reports (Annual, Monthly, etc.)	78
Fully Regulated and Partially Regulated Units	Monthly Billing Expenditures	48
Fully Regulated and Partially Regulated Units	Outreach, Meetings, Workshops, etc.	1,000
Fully Regulated and Partially Regulated Units	Quarterly Quality Assurance reivew	100
Fully Regulated and Partially Regulated Units	Database Administration	2,000

Total estimated annual hours: 12,268

Attachment C

Housing
Authority of the City of Alameda
Rent Stabilization Program

July 1, 2020 – June 30, 2021 **Attachment C – Proposed Budget FY 2020-21**

Expenses	AHA GL Code	Annual Cost
A. Staffing Costs		
Salaries	9110010	$586,480
Benefits	9150010	$250,978
Temp staffing	9110010	$32,760
Subtotal		$870,218
B. Administration Costs		
Audit	9120000	$2,652
Recruitment Services	9160290	$1,061
Software/licenses: Microsoft/ Adobe/Database	9160170	$6,365
Database Maintenance Costs	9160170	$10,609
Laserfiche Online forms	9160170	$8,593
Website Hosting	9160270	$1,250
Phone/Fax/Internet Services	9160190	$8,000
Copy Services (1 copy machine with one year service)	9160260	$3,183
Office Supplies: Including Ink and Paper	9160010	$8,487
Outreach/Mail Services: Printing and Postage	9160100	$66,000
Translation Services for inquiries/cases/meetings	9160100	$3,183
Translation Services: Brochure (x1)/FAQ's (x3)/Print Ads (x12)	9160100	$4,244
Consultant Services	9160170	$16,000
Mediation for 20 cases ($500/per case)	9160110	$10,609
Staff Trainings/Conferences	9160120	$10,609
Rent Registry Subscription Fee	9160180	$19,200
City Finance Lockbox Service	9160170	$8,316
Subtotal		$188,361
C. Overhead Costs		
Finance/HR/IT /Exec. Support	9110010	$100,786
CalPERS Pension Liability	9150010	$15,000
Subtotal		$115,786
D. Office Costs		
IT Support	9160170	$3,500
Lease	9160113	$117,105
Subtotal		$120,623
Total		$1,294,970

Additional Services (Upon Request & As Needed)

- Additional ongoing monitoring of owner move in and removal from the rental market terminations (.5 FTE) - $54,272
- Implementation and ongoing administration of Just Cause as needed - $108, 544
- Additional Database Administrator (.5 FTE) - $40,000
- Additional topic specific clinics (beyond 6 already included) - $1000 per clinic
- Social Worker: Case Management and Housing Locator services - $120,000 each

Housing
Authority of the City of Alameda
Rent Stabilization Program

July 1, 2021 – June 30, 2022 **Attachment C – Proposed Budget FY 2021-22**

Expenses	AHA GL Code	Annual Cost
A. Staffing Costs		
Salaries	9110010	$634,279
Benefits	9150010	$263,527
Temp	9110010	$33,743
Subtotal		$931,549
B. Administration Costs		
Audit	9120000	$2,732
Recruitment Services	9160290	$1,093
Software/licenses: Microsoft/ Adobe/Database	9160170	$6,556
Database Maintenance Costs	9160170	$10,928
Laserfiche Online forms	9160170	$8,851
Website Hosting	9160270	$1,288
Phone/Fax/Internet Services	9160190	$8,240
Copy Services (1 copy machine with one year service)	9160260	$3,279
Office Supplies: Including Ink and Paper	9160010	$8,742
Outreach/Mail Services: Printing and Postage	9160100	$67,980
Translation Services for inquiries/cases/meetings	9160100	$3,279
Translation Services: Brochure (x1)/FAQ's (x3)/Print Ads (x12)	9160100	$4,372
Consultant Services	9160170	$16,480
Mediation for 20 cases ($500/per case)	9160110	$10,928
Staff Trainings/Conferences	9160120	$10,928
Rent Registry Subscription Fee	9160180	$19,200
City Finance Lockbox Service	9160170	$8,566
Subtotal		$193,442
C. Overhead Costs		
Finance/HR/IT /Exec. Support	9110010	$103,810
CalPERS Pension Liability	9150010	$15,000
Subtotal		$118,810
D. Office Costs		
IT Support	9160170	$3,605
Lease	9160113	$129,123
Subtotal		$132,728
Total		$1,376,529

Additional Services (Upon Request & As Needed)

- Additional ongoing monitoring of owner move in and removal from the rental market terminations (.5 FTE) - $54,272
- Implementation and ongoing administration of Just Cause as needed - $108, 544
- Additional Database Administrator (.5 FTE) - $40,000
- Additional topic specific clinics (beyond 6 already included) - $1000 per clinic
- Social Worker: Case Management and Housing Locator services - $120,000 each

Housing
Authority of the City of Alameda

July 1, 2022 – June 30, 2023

Rent Stabilization Program **Attachment C – Proposed Budget FY 2022-23**

Expenses	AHA GL Code	Annual Cost
A. Staffing Costs		
Salaries	9110010	$685,972
Benefits	9150010	$276,704
Temp	9110010	$34,756
Subtotal		$997,432
B. Administration Costs		
Audit	9120000	$2,814
Recruitment Services	9160290	$1,126
Software/licenses: Microsoft/ Adobe/Database	9160170	$6,753
Database Maintenance Costs	9160170	$11,256
Laserfiche Online forms	9160170	$9,117
Website Hosting	9160270	$1,327
Phone/Fax/Internet Services	9160190	$8,488
Copy Services (1 copy machine with one year service)	9160260	$3,378
Office Supplies: Including Ink and Paper	9160010	$9,005
Outreach/Mail Services: Printing and Postage	9160100	$70,020
Translation Services for inquiries/cases/meetings	9160100	$3,378
Translation Services: Brochure (x1)/FAQ's (x3)/Print Ads (x12)	9160100	$4,504
Consultant Services	9160170	$16,975
Mediation for 20 cases ($500/per case)	9160110	$11,256
Staff Trainings/Conferences	9160120	$11,256
Rent Registry Subscription Fee	9160180	$28,200
City Finance Lockbox Service	9160170	$8,823
Subtotal		$207,676
C. Overhead Costs		
Finance/HR/IT /Exec. Support	9110010	$106,925
CalPERS Pension Liability	9150010	$15,000
Subtotal		$121,925
D. Office Costs		
IT Support	9160170	$3,714
Lease	9160113	$141,123
Subtotal		$144,837
Total		$1,471,870

Additional Services (Upon Request & As Needed)

- Additional ongoing monitoring of owner move in and removal from the rental market terminations (.5 FTE) - $54,272
- Implementation and ongoing administration of Just Cause as needed - $108, 544
- Additional Database Administrator (.5 FTE) - $40,000
- Additional topic specific clinics (beyond 6 already included) - $1000 per clinic
- Social Worker: Case Management and Housing Locator services - $120,000 each