

FIRST AMENDMENT TO SERVICES AGREEMENT BETWEEN THE CITY OF ALAMEDA AND THE HOUSING AUTHORITY OF THE CITY OF ALAMEDA CONCERNING PROGRAM ADMINISTRATOR SERVICES FOR THE RENT REVIEW, RENT STABILIZATION AND LIMITATIONS ON EVICTIONS ORDINANCE (No. 3148)

THIS FIRST AMENDMENT TO THE SERVICES AGREEMENT between the City of Alameda, a municipal corporation ("City"), and the Housing Authority of the City of Alameda, a public entity ("Housing Authority"), is made December 6, 2016.

Recitals

- A. On April 5, 2016, the City and the Housing Authority entered into a Services Agreement ("the Agreement") by which the Housing Authority agreed to provide Program Administrator services for the City's Rent Review, Rent Stabilization and Limitations on Evictions Ordinance, Ordinance No. 3148 ("the Ordinance").
- B. The Agreement also provided the City would issue a Request for Proposals (RFP) for a long term Program Administrator Services Agreement no later than September 30, 2016, that the Housing Authority would submit a proposal to provide such services, and that the parties would meet monthly for the first six months of the Agreement concerning the rent program.
- C. Because an Initiative concerning a much different rent program than the one the Housing Authority is administering under the Ordinance qualified for the November 2016 ballot, the City informed the Housing Authority that it would not issue the RFP in September but wait until the outcome of the election to determine whether to issue the RFP.
- D. As a result of the election, the City is now prepared to issue the RFP.
- E. The Agreement is scheduled to end on December 31, 2016.
- F. The City has requested the Housing Authority to continue to provide Program Administrator services for the Ordinance until March 31, 2017, to submit a proposal for the RFP and to continue to meet with it during the extended term of the Agreement and the Housing Authority has indicated its willingness to do so.

NOW, THEREFORE, in consideration of the mutual promises expressed in the Agreement and this First Amendment, the parties agree as follows:

Sections 1, 2, 8 and 12 of the Agreement are amended to read as follows:

- 1. **Term.** The Agreement will start on April 5, 2016 and end on March 31, 2017. The Board of Commissioners of the Housing Authority and the City Council of the City must approve any extension of the Agreement beyond March 31, 2017.
- 2. **Proposal for a Long Term Program Administrator Services Agreement.** The City will issue a Request for Proposals ("RFP") for Program Administrator services no later than November 23, 2016 with the goal of having such Agreement in place by April 1, 2017. The Housing Authority commits to submitting a proposal to the RFP. In the event that the City awards a long term Program Administrator Services Agreement to a party other than the Housing Authority, the City will provide a minimum of 45 days' written notice to the Housing Authority, and the Housing Authority shall provide an orderly and timely transition to the new provider for which it will be compensated.

THE UNITED STATES OF AMERICA
DO hereby certify that
the following is a true and correct copy of the original as the same appears on file in the Department of State.

Witness my hand and the Great Seal of the United States at the City of Washington, this 11th day of April, 1904.

John Hay

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8. **Monthly Meetings.** During the term of this Agreement, as amended, the Director of Rent & Community Programs, the Housing Authority's Executive Director, the City's Community Development Director and the City's Assistant City Manager will hold monthly meetings to review this Agreement, as amended, and the various activities to be carried out under the Ordinance.
12. **Budget:** The maximum expenditure for the period April 5, 2016 to March 31, 2017 will be \$713,000.

In all other respects, the terms and conditions of the Agreement are to continue in full force and effect.

CITY OF ALAMEDA

HOUSING AUTHORITY OF THE CITY OF ALAMEDA

City Manager

Vanessa Coan
Executive Director

Attest

City Clerk

Approved as form

Michael H. Brown
City Attorney

General Counsel

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