

COUNTY OF ALAMEDA
HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT
AMENDMENT NO. 1 TO PROCUREMENT CONTRACT NO. 18062
BETWEEN
CITY OF ALAMEDA
AND
THE COUNTY OF ALAMEDA

This Amendment No. 1, entered into on the 8th day of June, 2021, modifies the Procurement Contract (No. 18062) dated the 22nd day of February, 2019, by and between the County of Alameda, a body corporate and politic of the State of California, hereinafter referred to as “County” and Oakland Housing Authority, hereinafter referred to as “Contractor”.

Whereas, in 2018 the County entered into a Grant Agreement with the State of California, Homeless Coordinating and Financing Council (HCFC) for Homeless Emergency Aid Program (HEAP) Funds under Senate Bill 850 (“HEAP Grant Agreement”), which provides one-time flexible block grant funds to be used to address the immediate needs of homeless individuals and individuals at imminent risk of homelessness; and

Whereas, the Contractor has received reimbursement for 100% of their original contract budget for eligible expenses and their actual costs and eligible expenses are greater than the contract budget, due to unanticipated costs and expenses including site preparation costs for the safe parking site; and

Whereas, an increase in the contract is necessary to provide the Contractor with additional funds to receive reimbursement for HEAP eligible expenses incurred by the Contractor that have exceeded the original contract amount; and

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:1.

1. Page 1, Section B is amended as follows:

Delete “The maximum amount of HEAP funds allocated to City pursuant to this Agreement to perform the work described in Exhibit A is seven hundred fifty-six thousand, five hundred and twenty-four dollars and no cents (\$756,524).”

Replace it with “The maximum amount of HEAP funds allocated to City pursuant to this Agreement to perform the work described in Exhibit A is \$861,100.00 (eight hundred sixty-one thousand, one hundred dollars and no cents).”

Page 10, Exhibit B Payment Terms, delete Paragraph 1 in its entirety, including the chart, and replace it with:

HEAP FUNDS		Match 30% <i>Limited to FY18-19 and/or FY19-20 funds</i>
Services		\$226,957
<i>Operational support and site preparation costs for safe-parking solutions, outreach and engagement support (Ambassador Program), city homeless hotline, Dine and Connect services, and seasonal warming shelter</i>	\$389,722	
Rental Assistance		
<i>Housing subsidies for households undergoing financial crisis and imminent homelessness to help them stay housed, housing/hotel vouchers, rapid-rehousing subsidies, landlord incentives, and flexible housing funds to attain housing.</i>	\$60,596	
Capital		
<i>Shower facility at the seasonal warming shelter, development of new Day Center, start-up operations of the Day Center.</i>	\$391,869	
Administration		
<i>Administration costs related to providing services pursuant to this Agreement Administration costs may not include staff costs directly related to carrying out program activities</i>	\$18,913	
TOTAL - CITY OF ALAMEDA	\$861,100	

2. Page 11, Exhibit B, Paragraph 3 is amended as follows:

Delete "Total payments by the County to the City under the terms of this Agreement will not exceed the total amount of \$754,624." Replace it with: "Total payments by the County to the City under the terms of this Agreement will not exceed the total amount of \$861,100."

Except for the above changes, the original Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 on the day first mentioned above.

COUNTY OF ALAMEDA

CITY OF ALAMEDA

By: _____
Chris Bazar, Community Development Agency

By: _____
Eric J. Levitt, City Manager

Date: _____

Approved as to form
City Attorney

DocuSigned by:
Elizabeth Mackenzie
By: _____
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Elizabeth A. Mackenzie
Chief Assistant City Attorney

Approved as to form by:
Donna R. Ziegler, County Counsel

Attest: _____
Lara Weisiger, City Clerk

Date: _____

By _____
Heather M. Littlejohn
Deputy County Counsel

By signing above, signatory warrants and represents that he/she executed this Amendment No. 1 to the Contract in his/her authorized capacity and that by his/her signature on this Amendment No. 1 to the Contract, he/she or the entity upon behalf of which he/she acted, executed this Amendment No. 1 to the Contract.