

Meeting Date: 1/19/2016

Report Type: Consent

Report ID: 2016-00050

Title: (Housing Authority) Approval of Contracts and Leases to Facilitate the Provision of Housing to Homeless and Disabled Persons

Location: Citywide

Recommendation: Pass a Housing Authority Resolution authorizing the Executive Director or her designee to: a) execute a one-year contract with a nonprofit corporation funded by Sacramento Steps Forward through the Continuum of Care to provide supportive services to stabilize housing for homeless and disabled persons which will be renewable annually for four additional years at the option of the Housing Authority; and b) execute individual leases with homeless/disabled persons for a total of six (6) bedrooms in various market rate units owned by the Sacramento City Housing Authority.

Contact: MaryLiz Paulson, (916) 440-1334, Sacramento Housing and Redevelopment Agency

Presenter: None

Department: Sacramento Housing & Redevelopment Agency

Division: Sacramento Housing & Redevelopment Agency

Dept ID: 99991011

Attachments:

- 1-Description/Analysis
- 2-Resolution
- 3-Exhibit A (Shared Housing Contract)
- 4-Exhibit B (Lease Agreement Final)

SHRA Counsel Review

Approved as to Form
David Levin
1/11/2016 4:30:12 PM

Approvals/Acknowledgements

Department Director or Designee: LaShelle Dozier - 12/17/2015 11:40:38 AM

Description/Analysis

Issue Detail: In support of the Citywide effort to provide shelter to homeless and disabled individuals, staff is requesting approval of this action which will allow for the provision of shared housing units to six (6) homeless/disabled persons in complexes owned by the Housing Authority (HA). The HA is proposing to contract with Resources for Independent Living (RIL) to provide supportive services to the six participating individuals. Through this partnership, RIL will identify homeless families and those with a family member with a disability to participate in this program. RIL is a service provider affiliated with Sacramento Steps Forward and contracted to serve homeless families identified through coordinated Intake.

Each participant may stay enrolled in the program for a maximum of twenty (24) months unless RIL approves a longer time period. All persons must meet the United States Department of Housing and Urban Development (HUD) definition of homeless. The program's goal is to help participants transition to permanent housing (subsidized or unsubsidized) during the operating year.

A case management plan will be created for each family which will establish individual goals outlining their plan to transition to permanent housing. Case management will also include working with clients to develop an individual life plan and to set achievable goals. Case management life skills curriculum may include cooking, budgeting, health education, improving interpersonal skills, pre-employment, job search, job retention, hygiene, and self-esteem building. The objective of the life skills classes is to help participants become self-sufficient and to ease their transition to independent permanent housing.

The attached contract and scope of work outlines goals for the program and also defines the reporting requirements of the partnership so that outcomes can be quantified. The attached model lease identifies the provisions and standards that each tenant will abide by to participate in the program. Each contract and lease covers a one-year period. Staff is proposing that these agreements be renewable annually for four additional years at the option of the Housing Authority.

Policy Considerations: The focus on providing housing and case management for homeless and disabled persons is consistent with the vision to encourage self-sufficiency, and to help this population succeed in all aspects of their lives.

Economic Impacts: Not applicable.

Environmental Considerations:

California Environmental Quality Act (CEQA): The recommended activity is categorically exempt under the California Environmental Quality Act (CEQA) Guidelines Section 15301 because the recommended leases result in no change or expansion of an existing use

and the contract with the supportive services nonprofit contractor is not a project under CEQA Guideline 15378(b)(5). No further environmental review under CEQA is required.

Sustainability Considerations: Not Applicable

Other: As an administrative activity, this activity has been determined to be exempt under the National Environmental Policy Act (NEPA) as set forth in Code of Federal Regulations sections 58.34(a)(4).

Commission Action: *Sacramento Housing and Redevelopment Commission:* At its meeting of January 6, 2016, the Sacramento Housing and Redevelopment Commission approved the staff recommendation for this item. The votes were as follows:

AYES: Alcalay, Griffin, Johnson, Macedo, Morgan, Raab, Rios, Staajabu

NOES: none

ABSTAIN: none

ABSENT: Creswell, Painter

Rationale for Recommendation: The actions recommended in this report are designed to assist with the provision of housing and supportive services for six homeless or disabled persons. On any given night, according to the most recent “point-in-time” count of homeless people in Sacramento, more than 2,500 men, women, and children are without a permanent place to sleep in our community.

Financial Considerations: The units to be set aside for this program are currently renting at the market rental rate. Therefore, the HA will realize a small decrease in rental revenues, as the rents for tenants on this program will be calculated at thirty percent (30%) of their monthly income.

Local Business Enterprise (LBE)/Minority and Women’s Business Enterprise (M/WBE)/Section 3 and First Source Considerations: Minority and Women’s Business Enterprise/M/WBE requirements will be applied to all activities to the extent required by federal funding to maintain that federal funding. Section 3 requirements will be applied to the extent as may be applicable. The First Source Program is not applicable to this report. The LBE program is not applicable to this report.

RESOLUTION NO.

Adopted by the Housing Authority of the City of Sacramento

On date of

HOUSING AUTHORITY CONTRACTS WITH HOMELESS/DISABLED PERSONS SUPPORTIVE SERVICES PROVIDERS

BACKGROUND

- A. The Housing Authority owns and manages affordable and market rate housing throughout the City and County of Sacramento.
- B. On any given night, according to the most recent “point-in-time” census of homeless people in Sacramento, more than 2,500 men, women, and children are without a permanent place to sleep in our community.
- C. The Housing Authority desires to assist homeless and disabled persons with housing and supportive services to help them become self-sufficient and/or to stabilize their housing.
- D. The Housing Authority is proposing to making a total of six (6) bedrooms available to a nonprofit corporation referred by Sacramento Steps Forward administered by the Continuum of Care to provide shared housing and supportive services to homeless/disabled individuals
- E. The recommended activity is categorically exempt under the California Environmental Quality Act (CEQA) Guidelines Section 15301 because the recommended leases result in no change or expansion of an existing use and the contract with the supportive services nonprofit contractor is not a project under CEQA Guideline 15378(b)(5). No further environmental review under CEQA is required.
- F. The activity authorized by this resolution is a categorical exclusion not subject to federal law under 24 CFR 58.34(a)(4); therefore, no further review is required under the National Environmental Policy Act.

BE IT RESOLVED BY THE HOUSNG AUTHORITY OF THE CITY OF SACRAMENTO:

- Section 1. After due consideration of the facts presented in the Background above, the facts, including the environmental facts, are found to be true and correct.
- Section 2. The Executive Director or her designee is authorized to execute a one-year contract, in conjunction with Sacramento Steps Forward that will

administer the Continuum of Care in Sacramento, with Resources for Independent Living to provide supportive services to homeless and disabled individuals. This contract is renewable annually for four additional years at the option of the Housing Authority.

Section 3. The Executive Director or her designee is authorized to execute one-year leases and to provide shared housing units for up to six individuals (six bedrooms) who are receiving supportive services from a nonprofit corporation funded by Sacramento Steps Forward through the Continuum of Care.

Table of Contents

Exhibit A: Contract between the Housing Authority and the nonprofit corporation funded by Sacramento Steps Forward through the Continuum of Care

Exhibit B: Sample tenant lease agreement for new residents

CONTRACT

For

Shared Housing and Supportive Services

Effective Date:	February 1, 2016
-----------------	------------------

AS OF THE ABOVE-WRITTEN "EFFECTIVE DATE", AND IN CONSIDERATION OF THEIR MUTUAL OBLIGATIONS, THE AGENCY AND CONTRACTOR (DEFINED BELOW) ENTER INTO THIS "CONTRACT" AND AGREE AS FOLLOWS:

1. "Agency" is/are the following selected agency/agencies, which are public bodies, corporate and politic, and which has/have the address of 801 12th Street, Sacramento, California 95814:

	AGENCY	
SELECT	Housing Authority of the City of Sacramento	Housing Authority of the County of Sacramento
	Sacramento Housing and Redevelopment Agency	

2. "Contractor" and Contractor's name and address for its principal place of business are the following:

Name	Resources for Independent Living (RIL)
Address	420 I Street Sacramento CA, 95814

Contractor is the following legal entity (select one):

Sole Proprietor/Individual(s)	Corporation	Nonprofit Corporation	General Partnership
Limited Liability Company	Limited Partnership	Limited Liability Partnership	Other: Local Government

Contractor is organized in (select one):

California	
in the following state and is licensed to do its business in California	

3. "Funding Source" is the source of funding that the Agency is using to pay the Contract payments. Contractor must comply with each and every requirement of the Funding Source. Agency will cooperate with Contractor in determining the applicable requirements of the Funding Source. The Funding Source is :

Funding Source	CFDA#	Award #	Award Year	Jurisdiction	Amount
N/A				Federal State Local	
				Federal State Local	
				Federal State Local	

4. "Attachments" for this Contract are the following, which are incorporated in this Contract as if included in full in the body of this document:

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
	Contract Provisions (This Contract is <i>invalid</i> without the Contract Provisions attachment)
yes # <u>2</u> no	Federal Requirements

ATTACHMENT NO. CHECK APPLICABLE BOX	DESCRIPTION OF ATTACHMENT (Attachments marked N/A or stricken are not included)
yes # ___ no	CDBG and Other Federal Requirements
yes # ___ no	Payments
yes # ___ no	General Conditions for Limited Construction Work (If this Contract is for construction work, it is invalid without the General Conditions for Limited Construction Work attached.)
yes # ___ no	Attachment for Architectural Services (If this Contract is for architectural services, it is <i>invalid</i> without the Attachment for Architectural Services attached.)
yes # <u>3</u> no	Personal Identifying Information Attachment
yes # ___ no	Conflict of Interest Form
yes # ___ no	Other

Unless expressly stated otherwise, the Attachments shall supersede any provisions of this Contract with which they conflict.

5. "Scope of Work" for this Contract is the following [This contract is invalid unless this section is completed. In addition to the Scope of Work here, there may be a detailed Scope of Work attached if that attachment is written by the Agency and the attachment must be in the same form as the following table, including all categories and tasks.]:

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
	See attachment #4	

6. "Contract Price" is the maximum amount that the Agency is required to pay Contractor under this Contract. The Contract Price for this Contract is the following:

CONTRACT PRICE	
N/A	

7. "Payment Schedule" for this Contract, by which schedule Agency must make payments under this Contract, is following:

SELECT ONE	DATE, TIME PERIOD OR PERFORMANCE TO BE COMPLETED AS CONDITION OF PAYMENT (Only one payment schedule is selected, the others not selected included):		MAXIMUM AMOUNT OF PERIODIC PAYMENT:
		Monthly payments, Payable N/A	Date
	In the amounts and on the dates stated in Attachment ___ Payment		Stated in attachment
	According to the following Schedule of Tasks, periodic payment upon Contractor's completion of each respective task:		Amount
	As billed by Contractor, for work actually performed and services actually provided		According to the fees and rates stated in Attachment ___ Payment
	Allowed Reimbursable Expenses		Maximum Amount
			\$

Contractor shall not be reimbursed for expenses that are not specifically included in the Payment Schedule. Notwithstanding any other provision, reimbursable travel expenses shall not exceed the rates allowed by the Internal Revenue Service Standard Mileage Reimbursement and shall not include expenses for travel within a forty-five (45) mile radius from the Agency's place of business. Notwithstanding any other provision, reimbursable expenses shall not include any pro-rated overhead costs and expenses, facsimile or telecopier charges, copying costs (unless extraordinary and approved in advance by the Agency), courier charges, local and long distance telephone charges, and ordinary office and business supplies.

8. "Special Provisions" are the following provisions or additional recitals, which are a part of the contract only if approved by Agency counsel as indicated by the accompanying initials.

SPECIAL PROVISION	AGENCY COUNSEL

THIS CONTRACT IS EXECUTED in Sacramento, California as of the date first above written.

AGENCY:
By:

CONTRACTOR:
By:

Name:		Name:	
Title:		Title:	
		Tax ID Number:	

Contractor must file a Conflict of Interest Statement with the Agency Clerk, unless this box is checked by the Agency signatory indicating that the Contractor is excluded from filing under the Agency Conflict of Interest Code.

CERTIFICATION OF AUTHORITY

I certify under penalty of perjury under the laws of the State of California that I am fully authorized to execute the attached document for Contractor in the capacity I have stated, and that such execution is sufficient to bind the Contractor. Executed in _____, California, on _____.

Contractor's Signatory

Attachment 1 Contract Provisions

1. **CONTRACT CONTENTS, PRECEDENCE AND DEFINITIONS.** This Contract consists of this Contract document and all of the Attachments named in this Contract. Except for matters required by law or expressly stated otherwise, the provisions of the attachments supersede any provisions of the body of this Contract with which they conflict. Unless otherwise defined in this Attachment 1, capitalized terms shall have the definitions stated in this Contract.

2. **SCOPE OF WORK.** Notwithstanding the wording of the Scope of Work, unless a Task/Obligation is expressly described in the Scope of Work as one that is not mandatory, each Task/Obligation described in the Scope of Work is the mandatory obligation of the Performing Party, and it must be completed on or before its respective Deadline. As the context indicates the Task/Obligation must be performed at or delivered to the Location stated in the Scope of Work.

3. **CONTRACT TERM AND TIME OF PERFORMANCE.** The "Contract Term" shall begin on the date of this Contract and shall end at 5:00 p.m. on the Final Date or upon completion of all services, whichever shall first occur. The Final Date is the date for completion of all obligations of the parties under this Contract.

a) Certain of the Contract requirements, as expressly stated in this Contract, shall survive the completion or termination of this Contract.

b) The Contractor acknowledges that Contractor is not entitled to compensation for any work done or costs incurred prior to the date of this Contract or subsequent to the Completion Date. This contract cannot be revived, amended or extended by agreement made after the Final Date.

4. **COMPENSATION, REIMBURSEMENT AND METHOD OF PAYMENT.** Notwithstanding any other provision of this Contract, the parties agree that the total compensation and reimbursement for all services and expenses required during the term of this Contract shall not exceed the Contract Price. Agency shall pay the Contractor in the amounts and at the times specified in the Payment Schedule. Agency is not obligated to make any payment under this Contract for work Contractor has not yet performed or goods not delivered. Agency is not obligated to make any payment under this Contract for so long as Contractor is in material default of this Contract. Except as specified in writing in this Contract, Agency is not obligated or liable under this Contract to any party other than the Contractor.

5. **INSURANCE COVERAGE REQUIREMENTS.** During the Contract Term, Contractor must maintain the following insurance coverage from insurance providers licensed to do business in California and having an industry rating that is reasonably acceptable to Agency. Failure to maintain the required insurance is a material breach of this Contract. Before beginning any work under this Contract, Contractor must provide Agency with certificates of insurance or copies of the insurance policies demonstrating the required coverage, and the required endorsements naming Agency as an additional insured. Contractor must assure that such certificates and endorsements are in a form reasonably acceptable to the Agency and reflect fulfillment of all of the requirements of this Contract. Contractor must assure that the coverage afforded under the policies can only be canceled after thirty (30) days prior written notice to the Agency of the pending cancellation. Contractor must mark such notice to the attention of the Agency's Procurement Services Office at the following address:

SACRAMENTO HOUSING & REDEVELOPMENT AGENCY
801 12th Street – Procurement Services (PS)
Sacramento, California 95814

a) The required insurance coverage is the following: (i) Two Million Dollars (\$2,000,000) or more of comprehensive general liability coverage including, without limitation, coverage for contractual liability, public liability and property damage and having a deductible of Twenty-five Thousand Dollars (\$25,000) or less; (ii) if motor vehicles are used in connection with this Contract, Three Hundred Thousand Dollars (\$300,000) or more of automobile liability coverage having a deductible of Five Thousand Dollars (\$5,000) or less; and statutory limits or more of workers compensation coverage for all employees of Contractor and all others doing Contract work. The policies shall be endorsed to name the Agency as an additional insured. The insurance afforded to such additional insured shall apply to the fullest extent permitted by law and shall be at least as broad as as the afforded to the named insured.

b) Cancellation: Contractor will provide the Agency with the cancellation clause and/or any amendatory endorsements that modify or change the policy cancellation clause of the insurance policies in force. It is the Contractor's responsibility to notify the Agency of any notice of cancellation, non-renewal or non-payment of premium in accordance with your policy provisions. In the event insurance is cancelled or not renewed, the Contractor shall notify the Agency within forty eight (48) hours of such cancellation or non-renewal.

_____ Contractor's Initials

c) Contractor is in material breach of this Contract for so long as Contractor fails to maintain all of the required insurance. Agency has the right, but not the obligation, to pay any delinquent insurance premiums and any other charges to reinstate or maintain the required insurance policies and coverage. Upon Agency's demand, Contractor must immediately reimburse Agency for any and all costs incurred by Agency in so obtaining or maintaining insurance. If Agency does incur such costs, Agency shall have the right to withhold such amount from any payment due to Contractor under this Contract and to reduce the compensation payable to Contractor under this Contract by such amount.

6. BILLING PROCEDURES AND CONDITIONS. Agency must make the payments due under this Contract, as provided in Part I, subject to the following provisions.

a) Agency must pay the Contract Price to Contractor for performance of Contractor's obligations under this Agreement, or so much of the Contract Price as may be due for services actually performed and materials actually supplied by Contractor under this Contract. Agency must make such payments within thirty (30) days following delivery by Contractor to Agency of invoices stating the amount then due and specifying the services performed for which payment is due. Agency is not required to make such payment more frequently than specified as the Time for Payment. Contractor will not be paid for expenses or overhead as separate items of cost unless such items are specifically listed in the Payment Schedule, and then not to exceed the amounts so provided. In any event, Agency is not required to pay Contractor a total amount for goods, services and expenses which exceed the Contract Price.

b) Contractor may make requests for payment, after the Completion Date and through the Billing Date, for services performed or materials provided to the Contract work on or before the Completion Date. The Agency shall make payments due under this Contract on or before the Final Date.

c) As a condition for payment, Contractor must submit billing statements, in duplicate, not less than ten (10) business days before the date of a requested payment. Such billing statements shall specify the dates on which the work was performed; the nature of the work performed; the percentage of the total work performed; the name of the individual performing each element of the work; the respective hourly billing rates; a list of all expenses for which reimbursement is sought; and the requested payment date.

d) Within ten (10) days following a written request received from Agency, Contractor must provide a bill to Agency for all work done as of the request date. Agency is entitled to make similar requests at intervals of not less than thirty (30) days following the initial request.

7. INDEMNIFICATION. Except to extent of active negligence, willful misconduct or gross negligence on the part of Agency, Contractor shall indemnify, save harmless and defend, to the fullest extent permitted by law, the Housing Authority of the City of Sacramento, the Housing Authority of the County of Sacramento, the Sacramento Housing and Redevelopment Agency, the City of Sacramento and the County of Sacramento, their respective officers, directors, commissioners, advisory committee members, agents, and employees from liability, claims, demands, attorney's fees or litigation and related costs, including without limitation, court costs and investigator, witness, arbitrator and mediator fees, for any injury or damages to persons or property resulting from Contractor's prosecution of work under the Contract, or otherwise related to this Contract, whether caused, in whole or part, by an intentional act, negligent act or omission by Contractor, its officers, employees, or agents.

8. NO WAIVER OF RIGHTS AND REMEDIES. Agency's failure, at any time, to object to any breach of covenant or obligation, to any failure of performance, or to any other default on the part of the Contractor shall not constitute a continuing waiver of subsequent breaches or defaults. Agency's making of any payment to the Contractor shall not, under any circumstances, be considered as a waiver by Agency. Agency's making of any payment while any breach or

default by Contractor exists shall in no way impair any right or remedy available to Agency related to such breach or default, including without limitation, the right to withhold future payments.

9. **HIRING OF OTHERS.** Unless consultants, specialists, experts or other third parties are listed in the Scope of Work, Contractor must not employ any of them or incur any obligation to pay any of them for services performed under this Contract without the prior written approval of Agency. Agency's written approval shall not create any obligation of the Agency with regard to any such third party. Contractor has no authority to, and must not purport to, employ, hire or contract with any such third party as agent of the Agency or otherwise on behalf of Agency.

10. **TERMINATION OF CONTRACT FOR CAUSE.** If either party fails to fulfill its obligations under this Contract in a timely and proper manner or violates any of the covenants, agreements, or stipulations of this Contract, and if such failure or violation is material and substantial, the other party shall have the right to terminate this Contract by written notice to the defaulting party.

a) If Contractor defaults and Agency terminates the Contract, all finished or unfinished work, products, documents, electronic media, data, studies, artwork, renderings, models, software programs, and reports prepared by Contractor under this Contract shall, at the option of Agency, become property of the Agency, upon payment to Contractor of just and equitable compensation for such work which is completed and which is reasonably satisfactory to Agency. Agency's exercise of its option to own such properties does not relieve Contractor of liability to Agency for damages on account of Contractor's default, and Agency may withhold any payments to Contractor for the purpose of setoff until such time as the exact amount of damages due Agency from Contractor is determined.

b) If Agency defaults and Contractor terminates the Contract, upon Contractor's submission of the billings and receipts required by this Contract, Agency must pay to Contractor an amount which bears the same ratio to the total compensation under this Contract as the services actually performed by Contractor bear to the total services of Contractor covered by this Contract, less payments of compensation previously made. (By way of example if the work is eighty percent complete, Agency must pay eighty percent of the compensation less any amounts previously paid for the work.) In addition, Agency must reimburse Contractor for all unreimbursed expenses that are reimbursable under this Contract upon Contractor's submission of the billings and receipts required by this Contract for reimbursement. If less than fifty percent (50%) of the services covered by this Contract have been performed as of the termination date, Agency must also pay Contractor for that portion of the actual out-of-pocket expenses incurred by Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract.

11. **TERMINATION FOR CONVENIENCE OF AGENCY.** Agency may terminate this Contract, at any time and without cause, by a notice in writing from Agency to Contractor. Upon such termination, Agency must pay Contractor the same amounts as Agency would have paid under Section 10.b) as a termination for Agency default.

12. **CHANGES.** Agency may, from time to time, request changes in the Scope of Work to be performed by Contractor. Such changes, including any increase or decrease in Contractor's compensation, must be by written amendment to this Contract executed in advance by Agency and Contractor.

13. **PERSONNEL, FACILITIES AND EQUIPMENT.** Contractor represents that he has, or will, secure at his own expense all personnel, facilities and equipment required in performing the services under this Contract. Such personnel must not be Agency employees or have any contractual relationship with Agency, except with Agency's prior written approval.

a) All the services required under this Contract will be performed by Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

b) No person who is serving sentence in a penal or correctional institution shall be employed on work under this Contract.

14. **SUBCONTRACTING.** Contractor must not enter into any subcontract for performance of the services covered by this Contract without the prior written consent of Agency. In any event, Contractor shall be as fully responsible to Agency for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. In any event, Contractor must insert in each

subcontract appropriate provisions requiring compliance with the labor standards provisions, insurance and other relevant provisions of this contract.

15. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS. During the performance of this Contract, Contractor agrees as follows:

a) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by Agency setting forth the provisions of this nondiscrimination clause.

b) Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

16. ECONOMIC OPPORTUNITY EMPLOYMENT REQUIREMENTS. The following is applicable to all contracts related to the project which is the subject of this Contract.

i. The work to be performed under this Contract is on a project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

ii. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract.

iii. The contract requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area.

iv. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

v. Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Employment Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

vi. Contractor will include this Employment Clause in every subcontract for work in connection with the project .

vii. Each Contractor or subcontractor undertaking work in connection with a Section 3 covered project must fulfill his obligation to utilize lower income project area residents as employees to the greatest extent feasible by:

(1) Identifying the number of positions in the various occupational categories including skilled, semi-skilled, and unskilled labor, needed to perform each phase of the Section 3 covered project;

(2) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are currently occupied by regular, permanent employees;

- (3) Identifying the positions described in Paragraph (1) of this Section, the number of positions in the various occupational categories which are not currently occupied by regular permanent employees;
- (4) Establishing the positions described in Paragraph (3) of this Section, a goal which is consistent with the purpose of this subpart within each occupational category of the number of positions to be filled by lower income residents of the Section 3 covered project area; and
- (5) Making a good faith effort to fill all of the positions identified in Paragraph (4) of this Section with lower income project area residents, first and foremost, through the First Source Program.
- (6) Making a good faith effort to fill of the positions identified in Paragraph (4) of this Section with lower income project area residents.

17. **INTERESTS OF OFFICIALS.** No member of the governing body of Agency, and no other officer, employee or agent of Agency who exercises any functions or responsibilities in connection with the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. No member of the governing body of the locality in which the project is situated, and no other public official of such locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project to which this Contract pertains, shall have any personal interest, direct or indirect, in this Contract. If federal funds are expended by the Agency for this Contract, no member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit arising from this Contract. Contractor covenants that he presently has no interest and shall not acquire any interest, direct or indirect, in any portion of the project to which this Contract pertains, or any other interest which would conflict in any manner or degree with the performance of his services under this Contract. Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by Contractor.

18. **CONFLICTS OF INTEREST STATEMENT.** Contractor shall, upon Agency request, complete and submit a conflict of interest statement to the Agency in form approved by the Agency.

19. **MONITORING AND REPORTING.** Agency may monitor the adequacy of Contractor's performance in any manner which Agency deems most effective. Contractor must cooperate with Agency in such monitoring. If requested by the Agency staff, in writing, Contractor must provide Agency with detailed reports outlining the most current status involving all Agency activities and projects being handled by Contractor. Such reports may be required no more often than monthly. Agency shall have the right to audit such reports, including the right to review all records of Contractor related to such reports.

20. **OWNERSHIP OF PROFESSIONAL AND TECHNICAL INFORMATION.** All professional and technical information, in the form of original designs, drawings, data, computations, specifications, report texts, estimates, writings, artwork, renderings, models, software programs, and any other material, data and information collected or developed in connection with the work under this Contract, and all original documents shall be forwarded to and become the sole property of Agency. Neither Contractor nor any of its associates or consultants shall have any rights or interest in such information, documents and material. Contractor and its associates and consultants may retain such copies or reproductions, at their expense, of the original documents as necessary for their files, records and reference.

21. **NO INTELLECTUAL PROPERTY RIGHTS OR ARTIST'S RIGHTS IN CONTRACT WORK.** In any event, without the prior written approval of the Agency, Contractor and any person or entity acting on behalf of Contractor shall not obtain nor have, and expressly waives, any rights, in law or in equity, in any intellectual property developed in furtherance of this Agreement, including without limitation, copyright, trademark, service mark, patent or rights of an artist in a work of art. Artists preparing any artwork under this Agreement waive any rights to notice or to take any action regarding the use, removal, relocation or destruction of any artwork so prepared. Contractor represents and acknowledges that Contractor has or shall obtain such waivers in writing for all persons or entities doing work under this Agreement

22. **COMPLIANCE WITH LAWS.** Contractor must comply with all applicable laws, ordinances and codes of the federal, state and local governments, and must commit no trespass on any public or private property in performing any of the work embraced by this Contract.

23. **CHILD SUPPORT COMPLIANCE ACT.** If this Agreement is in amount that exceeds \$100,000, then following is acknowledged and agreed to by the Contractor: (1) Contractor recognizes the importance of child and family support and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders as provided in Chapter 8

(commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and (2) contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry, maintained by the California Employment Development Department.

24. **ASSIGNABILITY.** Contractor is prohibited from assigning and waives all rights to assign or transfer any interest in this Contract without the prior written approval of Agency. Any purported assignment of any of Contractor's rights and obligations under this Contract without the prior written consent of the Agency is a breach of this Contract.

25. **AGENCY COOPERATION.** Agency will reasonably cooperate with Contractor regarding this Contract. As and when requested by Contractor, Agency will furnish to Contractor any and all pertinent information which Agency may possess during the time of performance of Contractor's duties under this Contract.

26. **CONFIDENTIALITY.** All information prepared or assembled by the Contractor under this Contract is confidential. Contractor must not make this information available to any individual or organization without the prior written approval of Agency. Contractor must immediately forward to Agency all requests for information related to this Contract made by a third party to Contractor. Contractor must not disclose or permit the disclosure of any confidential information of the Agency, except to its agents, employees and other consultants, approved by Agency, who need such confidential information for the proper performance of their duties related to this Contract or on behalf of the Agency.

27. **CONTRACTOR'S STATUS.** Contractor for all purposes under this Agreement is an independent Contractor and must maintain any and all licenses required by law for the performance of Contractor's obligations under this Contract. Except as expressly stated in this Contract, Agency is prohibited from directing the methods of Contractor's work under this Contract, requiring Contractor's use of an Agency office for Contractor's performance or setting regular working hours for Contractor or Contractor's employees.

28. **CONTRACT CONSTRUCTION AND ENFORCEABILITY.** The existence, validity, construction and operation of this Contract, and all its representations, terms and conditions shall conform to the laws of the State of California, exclusive of its conflicts of law rules. Throughout this contract, the use of singular and plural forms, or the various gender forms, shall each include the other as the context may indicate. If any provision of this Contract is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the entire Contract will be severable and remain in effect.

29. **NOTICES.** Any notices, bills, invoices, or reports required by this Contract shall be sufficient if sent by the parties in the United States mail, postage paid, to the address of the other party as indicated in this Contract.

30. **ENTIRE CONTRACT.** This Contract contains the entire agreement of the parties. No other agreement, statement or promise made on or before the date of this Contract will be binding on the parties. No changes to this Contract are valid unless they are made by written amendment duly executed by the parties.

31. **VENUE.** Unless otherwise agreed in writing by the parties, the venue for all actions related to this Contract is Sacramento County, California.

7/14

U:\DEPT\SHARE\LEGAL\LEGAL INTRANET DOC\FORMS\CONTRACTS\STANDARD CONTRACT.DOC

SCOPE OF WORK

“PERFORMING PARTY”	“TASK/OBLIGATION”:	“DEADLINE”
Agency	Provide six (6) bedrooms for individual or shared housing for clients of Resources for Independent Living (RIL). The unit selection shall be fixed by SHRA will not rotate from one location to another within the Riverwalk community	December 31, 2016
Agency	Provide each RIL tenant with separate one (1) year Lease Agreements, which then roll over to month to month after the initial 12 (twelve) months.	December 31, 2016
Agency	Provide maintenance service during business hours and twenty four (24) hour maintenance availability for emergency situations	December 31, 2016
Agency	Charge and collect tenant rent for each RIL client individually, based on RIL rent calculations at thirty (30) percent of the tenant’s monthly income, or as defined in federal regulations covering the <i>Continuum of Care (CoC)</i> .	December 31, 2016
Agency	Terminate the contract, with or without cause, with 30 days written notice	Upon occurrence
Agency	Charge and collect individual unit deposits (per tenant) in the amount of \$250.00 prior to the execution of the lease agreement. Unit deposits shall not be waived	December 31, 2016
Agency	Coordinate Uniform Physical Condition Standards (UPCS) inspections annually with RIL’s Housing Quality Standards (HQS) annual inspections	December 31, 2016
Agency	Send all Agency correspondence to the tenant and copied to RIL	December 31, 2016
Agency	Provide SHRA pet policy	December 31, 2016
Agency	Provide SHRA Non-Smoking policy	December 31, 2016
Agency	Develop policies for additions to the lease in case of marriage, birth or adoption of children and adding other family members. All requests to change household composition must be answered within 7 days.	December 31, 2016
Agency	Process tenant move out dispositions and deposit refunds	December 31, 2016
Agency	Shall annually audit Contractor’s rent calculations for program participants	December 31, 2016
Contractor	Notify the Agency in writing if there is any change in how these programs are funded. Currently, the Contractor is funded by HUD’s Continuum of Care grant	Upon occurrence
Contractor	Shall comply with all CoC’s program requirements and regulations	December 31, 2016
Contractor	Shall process all applicants for occupancy; applicants will come from referrals from the Sacramento CoC Coordinated Entry System.	December 31, 2016

“PERFORMING PARTY”	“TASK/OBLIGATION”:	“DEADLINE”
Contractor	Certify tenant’s income annually and calculate rent in accordance with CoC regulations	December 31, 2016
Contractor	Shall assist with Agency’s annual audit	December 31, 2016
Contractor	Coordinate Housing Quality Standards (HQS) annual inspections with the Agency’s Uniform Physical Condition Standards (UPCS) inspections annually	December 31, 2016
Contractor	Terminate the contract, with or without cause, with 30 days written notice	Upon occurrence
Contractor	Enroll tenants in the Contractor’s independent living curriculum to encourage rental stability	After execution of lease
Contractor	Refer eligible program participants to fill vacancies within 7 days of Agency’s notification of an opening	At turnover
Contractor	Assist families in applying for a regular source of income	After execution of lease
Contractor	Provide tenants with interpersonal skills training	After execution of lease
Contractor	Notify HA of any safety concerns or issues as they may arise	December 31, 2016
Contractor	Ensure that all tenants pass a background check before participating in housing	December 31, 2016
Contractor	Intervene with lease issues including roommate; neighbor; living and health issues	December 31, 2016
Contractor	Contact the HA’s Public Information Officer before speaking with members of the media	December 31, 2016
Contractor	Communicate with HA before any outreach efforts or media attention is given to the site or the tenants at the site	December 31, 2016
Contractor	Conduct monthly home visits	December 31, 2016
Contractor	Supply twenty four (24) hour access to case management in the event of an emergency.	December 31, 2016
Contractor	Report changes to family status and household composition in writing to Agency and develop policies for additions to the lease in case of marriage, birth or adoption of children and adding other family members. All changes in household composition must be approved by Agency prior to occupancy	December 31, 2016
Contractor	Assist in the enforcement of the Agency’s Pet Policy, Non-Smoking Policy and all other terms of the lease	December 31, 2016
Contractor	Be present at all tenant move-in and move-outs	December 31, 2016
Contractor	May participate in the Reasonable Accommodation (RA) interactive process	December 31, 2016
Contractor	Ensure residents move out after graduation from the Independent Living program	December 31, 2016

**SHARED HOUSING AND SUPPORTIVE SERVICES
RESIDENTIAL LEASE AGREEMENT
HOUSING AUTHORITY OF THE CITY/COUNTY OF SACRAMENTO**

Head of Household:	Unit ID Number:
Address:	Number of Bedrooms: 1 of ____
Property Name:	Original Lease Date:
Property Number:	Transfer Lease Date:

1. Description of the Parties and Residence

A. The Housing Authority of the City of Sacramento (hereinafter "Housing Authority") does hereby lease to _____, (hereinafter "Resident"). Resident agrees to participate in supportive services provided by Resources for Independent Living (RIL) to obtain stabilized housing. Additional members of Resident's household are listed below, along with their relationship to Resident and their date of birth. No one else is authorized to live in this unit without receiving prior approval.

Name/Relationship – DOB

Name/Relationship – DOB

B. Any additions to the household members listed above require the advance written approval of the Housing Authority. This includes adoption of children, foster children or adults and Live-in Aides. Requested additions are subject to Housing Authority requirements and the ability to pass background screening, and will be reviewed in consultation with RIL. Deletions from the household shall be reported to the Housing Authority within ten (10) days. Additionally, the Housing Authority must be notified of all additions to the household due to natural births.

2. Purpose

- A. In support of the City-wide effort to provide shelter to homeless and disabled individuals, the Housing Authority will provide a bedroom to a homeless and disabled person who is actively participating in RIL's supportive services program.
- B. Resident agrees and understands that participation in RIL's housing program and supportive services are a required condition of this Lease. RIL's housing program is a housing program funded through the Sacramento Continuum of Care which provides supportive services and subsidized housing for up to twenty four (24) months. Resident agrees and understands that once Resident's participation in RIL's housing program ends or the twenty four (24) month period expires (whichever occurs earlier), Resident's tenancy will be terminated as set forth below.
- C. Resident understands and acknowledges that this bedroom is being leased to resident by the Housing Authority because the resident is participating in RIL's program, as administered by Sacrament Steps Forward (SSF) through the Continuum of Care (CoC). Resident further acknowledges that this program is contingent on RIL's receipt of HUD funds administered by SSF.
- D. Resident agrees to sign a release of information permitting the Housing Authority and RIL to release information and records to each other related to Resident's housing as is necessary to administer RIL's housing program.
- E. Resident agrees and understands that s/he is renting a bedroom in the unit and that s/he will be sharing the common areas of the unit with a roommate determined by RIL and Sacramento's Continuum of Care coordinated entry process.

3. Term of Lease

The initial term of this Lease shall be for twelve (12) months.

4. Rent Payment

- A. Tenant shall pay the PHA monthly rent of \$.00 payable in advance on or before the first day of each calendar month beginning _____, 20___. If the monthly rent is not paid in full before 5:00 p.m. on the fifth (5th) of each month, the PHA will collect a late charge on the sixth (6th) day of the month in accordance with the PHA's *Schedule of Fees and Charges*. The PHA shall collect a fee on all returned checks in accordance with the PHA's *Schedule of Fees and Charges*
- B. The initial pro-rated contract payment for the period beginning _____, and ending _____, is \$.00 and shall be due and payable at the time this Lease is executed. Thereafter, the Tenant shall pay the monthly contract rent as provided in paragraph A. of this section.
- C. Rent must be received at the Site Manager's Office, located 600 I Street Sacramento CA, 95814. All checks or money orders must be made payable to the Sacramento Housing and Redevelopment Agency (SHRA).
- D. Tenants who fail to pay monthly rent by the fifth (5th) calendar day of each month are delinquent.
- E. If a Tenant vacates the unit, with or without a written 30 day notice to vacate, the Tenant will be held responsible for the rent for the 30 day notice period.

5. Security Deposit

- A. Resident agrees to pay \$ _____ as a security deposit. Tenant acknowledges receipt of dwelling unit in good and clean condition except as noted in the Move-In Inspection Form. Tenant understands that upon vacating the unit, she/he will be responsible for returning the apartment to the Housing Authority in good and clean condition, excluding normal wear and tear. All keys to the unit must be returned to the Site Management Office upon vacating the unit.
- B. Tenant understands that the security deposit may be used to cover unpaid rent or charges, general cleaning to return the unit to the same level of cleanliness as when resident took possession, and/or damages listed on the move-out inspection report beyond normal wear and tear. The Housing Authority will refund the security deposit, less any amounts owed, within twenty-one (21) days after move out and Resident's notification of new address with an itemized statement of any deductions as required by California law.
- C. It is expressly understood and agreed that, in the event the Resident voluntarily transfers from another Housing Authority operated premise, the Resident must be in good standing with the Housing Authority. Resident shall be responsible for a new security deposit and their own moving expenses

6. Utilities/Appliances

The Housing Authority agrees to furnish the following utilities/appliances: (1) Water, sewer, refuse collection, gas, and electricity; and (2) stove and refrigerator.

7. Rent Reexamination:

- A. **Annual:** At initial lease up and once a year, or more frequently, as requested by Resources for Independent Living (RIL), Resident must provide RIL with a true and complete written certification of family income from all sources, family composition, and other information deemed pertinent by RIL. The information obtained will be reviewed and used to determine the continued eligibility, rent amount and the appropriate size of dwelling unit in accordance with 24 C.F.R. section 578.77.
- B. **Interim:** In addition to reporting annually Resident must report all changes in household composition to RIL in writing within 30 (thirty) days of the occurrence. Resident may report decreases in income to RIL in writing within 30 (thirty) days, and RIL will process rent adjustments resulting from any changes in income in accordance with 24 C.F.R. section 578.77.
- C. **Calculating Rent Amount:** During Resident's participation in RIL's housing program, Resident's rent may not exceed the highest of:
 - (1) 30 percent of the family's monthly adjusted income (adjustment factors include the number of people in the family, age of family members, medical expenses, and child-care expenses);

- (2) 10 percent of the family's monthly income; or
- (3) If the family is receiving payments for welfare assistance from a public agency and a part of the payments (adjusted in accordance with the family's actual housing costs) is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated for housing costs.

8. Habitability

If the unit becomes uninhabitable due to fire, flood or other incident the lease will terminate. If the condition was caused by the resident, they will be responsible for their own relocation costs as well as the costs needed to repair the premises. Management will not be obligated to re-rent to the resident after any repairs are made or to offer other accommodations.

9. Housing Authority Obligations

- A. Maintain the premises and the property in decent and safe condition that complies with building and housing codes.
- B. Make necessary repairs to the premises.
- C. Keep property buildings, facilities and common areas, not otherwise assigned to the Resident for maintenance and upkeep, in a clean and safe condition.
- D. Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the PHA.
- E. Provide and maintain appropriate receptacles and facilities for the deposit of garbage, and other waste removed from the premises by the Resident.
- F. Supply running water, reasonable amounts of hot water, and heat at appropriate times of the year, except where heat or hot water is within exclusive control by Resident.
- G. Notify Resident of the specific grounds for any proposed adverse action by the Housing Authority such as proposed lease termination or transfer of resident to another unit.
- H. Provide utilities as identified in Paragraph 5 of this Lease.

10. Resident's Obligations

- A. Pay rent or other charges due under the lease (i.e., maintenance and late charges).
- B. Pay charges within thirty (30) days for the repair of damages to the dwelling unit, development buildings, facilities, or common areas caused by either intentional or negligent conduct of Resident, members of the household, or guests. Resident is not responsible under the terms of this lease for the conduct of a tenant who may lease other bedrooms in the unit from the Housing Authority.
- C. Not to assign the lease or to sublease the dwelling unit or transfer possession of all or any rooms of the Residence. Any attempt to assign or sublease the dwelling unit shall void the lease.
- D. Not to provide accommodations for boarders or lodgers. To use the dwelling unit solely as a private dwelling for the resident and the resident's household as identified on the *Data Collection Sheet*. Not to use the dwelling unit or permit its use for any other purpose, including mailing, for any persons not listed on the lease
- E. Charges not paid within 30 days or charges to resident for damage to property related to fire, flood, or other occurrence caused by Resident that puts the charge beyond the residents' ability to reasonably pay within 30 days will be subject to a repayment agreement to be entered into by the Housing Authority and Resident. The term of which will not exceed 12 months unless extended term is otherwise agreed to by the Housing Authority and Resident.
- F. Abide by any posted *House Rules* for the benefit and well being of the housing development and the Residents.
- G. Comply with all obligations imposed upon Residents by applicable provision of building and housing codes materially affecting health and safety.
- H. Keep the dwelling unit and such other areas as may be assigned to the Resident for the Resident's exclusive use in a clean and safe condition.
- I. Dispose of all garbage and other waste from the dwelling unit in a sanitary and safe manner.
- J. Use, only in a reasonable manner, all electrical, plumbing, heating, ventilating, air conditioning, elevators, and other facilities in the development buildings and common areas.
- K. Refrain from scattering garbage, destroying, defacing, damaging, or removing any part of the dwelling unit or development.

- L. Conduct yourself, and assure other persons who are in the dwelling unit or in the common area of the development with Resident's consent to conduct themselves, in a manner which will not disturb neighbors (including those neighbors who are not Residents of the same building) peaceful enjoyment of their housing and which will be conducive to maintaining the development in a decent, safe, and sanitary condition.
- M. Assure that any member of the household, any guest, or any other person under the Resident's control shall not engage in: any harassing activity or criminal activity that threatens the health, safety or right to peaceful enjoyment of the Housing Authority's housing premises by other residents, Housing Authority management staff working or residing on the premises, or by persons residing in the immediate vicinity of the premises. Resident must also refrain from alcohol abuse that the Housing Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- N. Resident must assure that no other person under the tenant's control engages in any harassing activity or criminal activity including drug or alcohol abuse that threatens the health, safety or right to peaceful enjoyment of the Housing Authority's housing premises by other residents, Housing Authority Management staff working or residing on the premises, or by persons residing in the immediate vicinity of the premises.
- O. Not to do any of the following in the dwelling unit without first obtaining Housing Authority's written approval: dismantle, change or remove any part of the appliances (unless Resident owned), fixtures or equipment; paint or install wallpaper or contact paper; attach awnings or window and door security bars; attach or place any fixtures, signs, or fences on the building(s), common areas, or the property grounds; attach any shelves, screen doors, or other permanent improvements; install or alter carpeting, resurface floors or alter woodwork; install washing machines or dryers unless appropriate connections are available in the dwelling unit; install any antennas or satellite dishes (see antenna and satellite dish policy); install additional or different locks or gates on any doors or windows; install alarm(s) or security system(s); tamper, destroy or dismantle any safety devices such as pull cords, fire extinguishers, or smoke detector; install a window HVAC unit or operate a business.
- P. To abide by the provisions of Housing Authority's Pet Policy/Agreement.
- Q. Not to create (by act or omission) or permit to exist, any condition on the premises, which results in risk to personal health or safety of any person or damage to property. Resident must provide for the uninterrupted provision of electric and gas services, unless such services are provided by the Housing Authority.
- R. Immediately report to the Housing Authority management any vandalism to the premises, or need for repair to the dwelling unit or common areas.
- S. Abide by housekeeping standards set forth by the Housing Authority.
- T. Keep the area free of trash and debris and maintain the cleanliness of walkways, stairs, landings, hallways, porches, and patios adjacent to the dwelling unit. To abide by provisions of the Housing Authority Parking Policy.
- U. Refrain from permitting children of household members and guests from playing on fences, roofs, trees and shrubbery in the housing complex or single family home.
- V. Refrain from driving, repairing or parking any vehicles on the lawns, sidewalks, or other areas of use provided under this Lease. Vehicles left in a non-operating condition will be issued a *Notice of Parking Violation* and may be removed at the expense of the owner no sooner than 96 hours later. Tenant agrees to remove from PHA's property any vehicle(s) without valid registration. Tenant agrees to refrain from parking any vehicles in any right-of-way or fire lane designated and marked by the PHA. Any inoperable or unlicensed vehicle as described above will be removed from the PHA's property at the Tenant's expense. Any vehicle lacking an engine, transmission, wheels, tires, doors, windshield or any other major part of equipment necessary to operate a vehicle safely on the highways will be removed at the expense of the owner no sooner than 24 hours after a *Notice of Parking Violation* has been issued. (California Vehicle Code 22658 a).
- W. To participate in RIL's supportive services.

11. **Smoke Detector Policy**

Housing Authority management is required by law to have operational smoke detectors in all of its units. Where smoke detectors exist, disabling, including removal of any batteries or disconnection, or completely removing the smoke detector is a lease violation and grounds for possible termination of the lease. Further, the Resident will be charged a minimum fee in accordance with the *Schedule of Fees & Charges* for reinstallation of each smoke detector that has been disabled or removed. This includes replacement of batteries that have been removed in order to inactivate the smoke detector.

12. Emergencies

- A. Tenant shall take every care to prevent fires, not to keep any gasoline or gasoline operated device, solvents, or other combustible materials or substances in any part of or around the dwelling unit, porches, balconies, or enclosed spaces, and prevent household members and guests from playing with matches and/or lighters.
- B. In the event the dwelling unit is damaged to the extent that conditions are hazardous to life, health, or safety of the Tenant:
 - (1). The Tenant shall immediately notify the fire department and the PHA.
 - (2). The PHA shall be responsible for the repair of the dwelling unit. If the damage is caused by Tenant, members of the household or guests, Tenant shall pay the costs of repair.
 - (3). The PHA may enter the premises at any time without advance notification when there is a reasonable cause to believe that an emergency exists.

13. Inspection and Access

- A. Before move-in, the PHA and Tenant shall inspect the dwelling unit. The PHA shall give Tenant a written statement of condition of the dwelling unit and the appliances provided with the unit. The statement shall be verified and signed by the PHA and Tenant.
- B. When a Tenant gives notice to move out, the PHA may conduct a pre-move-out inspection. Tenant may inspect the unit with the PHA unless the Tenant leaves without giving prior notice. When the Tenant is giving a thirty (30) day notice to vacate, or the Tenant has received a notice of termination from the PHA, the Tenant has a right to request an inspection prior to moving out in order to determine what items may need attention or repair. This is to allow the Tenant the opportunity to complete these repairs and avoid charges against the family's security deposit.
- C. When a Tenant moves out, the PHA shall inspect the unit and furnish Tenant with a written statement of damages and charges for which Tenant is responsible.
- D. The Tenant must allow the PHA to inspect the unit at a reasonable time and after reasonable notice. Forty eight (48) hours shall be deemed a reasonable amount of notice, and normal business hours shall be deemed a reasonable time for entry.

14. Delivery of Notices

- A. Notice by the Housing Authority: Any notice from the PHA shall be in writing and either personally delivered to the Resident or to an adult member of the Resident's Household residing in the dwelling unit, or sent to the Resident by first-class mail, postage prepaid. If the Housing Authority can't serve the notice on you personally or by substituted service, the notice can be served by taping or tacking a copy to the rental unit in a conspicuous place (such as the front door of the rental unit) *and* by mailing another copy to you at the rental unit's address. All notices to terminate tenancy will also be delivered in accordance with California law and shall also be copied to RIL.
- B. Notice by Resident: Any notice to the Housing Authority shall be in writing, and either personally delivered to the Site Management Office, or sent to the Housing Authority by first-class mail, postage prepaid and addressed to **SHRA 600 I Street Suite 120 Sacramento, CA 95814**

15. Termination of the Lease

- A. Lease may be terminated by Resident after the initial lease term by giving thirty (30) days written notice to the Housing Authority.
- B. Resident shall leave the dwelling unit clean and in good condition to the level of cleanliness when the Resident took possession of the unit, and return all keys/gate remotes to the Housing Authority staff when the Resident moves out.
- C. If, through any cause, a signer of the lease ceases to be a member of the Resident's household, this Lease shall terminate. The Housing Authority management reserves the right to approve or disapprove the execution of a new lease.
- D. If the Resident transfers to another dwelling unit operated by the Housing Authority, this Lease shall terminate and a new lease shall be executed for the dwelling unit.
- E. The Housing Authority may give the Resident written notice of termination of the lease, stating specific grounds for termination, and informing the Resident of the right to examine documents in the Resident's file directly related to the termination of tenancy.
- F. During the time in which Resident is participating in RIL's housing program, the Housing Authority must exercise judgment and examine all extenuating circumstances in determining when violations are serious enough to warrant termination, so that a

Resident's tenancy is terminated only in the most severe cases. This provision shall no longer apply after Resident is no longer a participant of RIL's housing program.

- G. The Housing Authority may also terminate this Lease upon sixty (60) days' written notice if: 1) Resident is terminated from RIL's housing program; or 2) Resident fails to vacate within twenty four (24) months from the date Resident takes possession of the unit.
- H. Should Sacramento Steps Forward lose its HUD funding for this program, the Housing Authority will terminate the Resident's tenancy with 90 days written notice. However, if SSF can identify substitute funding within the 90-day notice period and ensure that there is no gap in the Resident's services through the Continuum of Care, the Housing Authority shall rescind the notice to terminate tenancy and the tenancy shall continue per the terms of this lease.

16. Abandonment of the Premises

If Resident is absent from the dwelling unit for fourteen (14) consecutive days and rent has been unpaid for at least fourteen (14) consecutive days, Resident shall, at the option of Housing Authority management, be considered to have abandoned the dwelling unit. The Housing Authority staff may then proceed to take possession of the dwelling unit and dispose of the Resident's personal property pursuant to state law.

17. Provision for Modification

Changes to this Lease, including the Resident's rent amount, shall be by written addendum signed by both Housing Authority management and Resident. Additional information, including but not limited to the *Schedule of Fees and Charges* are all incorporated into this Lease by reference and may be changed from time to time by the Housing Authority. Resident shall be given thirty (30) days written notice setting forth the proposed changes and the reasons for them. The Resident's refusal to accept the changes will imply that they are giving a 30 notice to terminate tenancy.

18. Unenforceable Lease Provisions

The provisions of this Lease are intended by the parties to be joint and severable. Should any paragraph or any portion of any paragraph, or any portion of any sentence of any paragraph in this Lease be found to be unenforceable due to any reason whatsoever, it is the intention of the parties that the remaining portions of this Lease which are enforceable remain binding and enforceable upon the parties.

19. Waiver of Lease Provision

The Housing Authority does not give up any of its rights to enforce the provisions of this Lease unless it does so in writing.

NOTICE: The California Department of Justice, Sheriff's Departments, Police Departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access, a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

Information about specified registered sex offenders is made available to the public via an Internet Website maintained by the Department of Justice at www.meganslaw.ca.gov.

By initialling below, Resident acknowledges receipt of a copy of the following and acknowledges that they are incorporated into this Lease.

- _____ Protect Your Family from Lead
- _____ Resident Rights & Responsibilities
- _____ Notice of Non-Discrimination
- _____ Schedule of Fees and Charges
- _____ Recycle Program
- _____ House Keeping Standards
- _____ Satellite Dishes

- _____ House Rules
- _____ Lead Paint Notice
- _____ Mold & Your Tenancy
- _____ Drug & Crime Free Housing
- _____ Pet Policy & Agreement
- _____ Parking Policy
- _____ Non Smoking Policy

