



INVESTING IN COMMUNITIES

NOTICE OF REGULAR MEETING MEETING
Sacramento Housing and Redevelopment
Commission

Wednesday, January 6, 2016 – 6:00 pm
801 12th Street
2nd Floor Commission Room
Sacramento CA

ROLL CALL

APPROVAL OF AGENDA

CITIZENS COMMENTS

While the Commission welcomes and encourages participation in the Commission meetings, please limit your comments to three minutes, so that everyone may be heard. If you wish to speak under Citizens Comments or on a posted agenda item, please fill out a speaker card and present it to the Agency Clerk. SHRA provides opportunities for the public to address the Commission at this time in order to listen to opinions regarding non-agendized matters within the subject matter jurisdiction of SHRA. Consistent with the Brown Act, the public comment periods on the agenda are not intended to be “question and answer” periods or conversations with Commission members. Members of the public with questions are encouraged to contact staff before or after the meeting. Commission attendees are requested to silence any electronic devices that they have in their possession during the meeting.

1. **APPROVAL OF MINUTES** - December 2, 2015 meeting

BUSINESS ITEMS

2. Building Hope Memorandum Of Understanding (MOU) Amendment And Allocation Of Funds To The Shelter Plus Care Program
3. Approval of Contract and Leases to Facilitate the Provision of Housing to Homeless and Disabled Persons

ELECTION OF SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION OFFICERS FOR 2016

EXECUTIVE DIRECTOR REPORT

COMMISSION CHAIR REPORT

ITEMS AND QUESTIONS OF COMMISSION MEMBERS

ADJOURNMENT

REPORTS: Copies of documents relating to agenda items are available for review in the Agency Clerk's office located at 801 12th Street, Sacramento CA 95814. Agendas and reports are also posted online at www.shra.org. Materials related to an item on this agenda submitted after distribution of the agenda packet are available for public inspection in the Agency Clerk's office during normal business hours and will also be available at the meeting.

AMERICANS WITH DISABILITIES ACT: Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify the Agency Clerk at (916) 440-1363 at least 48 hours prior to the meeting.



MINUTES

Sacramento Housing and Redevelopment Commission (SHRC)

Special Meeting

December 2, 2015

Meeting noticed on November 24, 2015

ROLL CALL

The Sacramento Housing and Redevelopment Commission meeting was called to order at 6:08 p.m. by Chair Griffin. A quorum of members was present.

MEMBERS PRESENT: Alcalay, Creswell, Griffin, Johnson, Macedo, Morgan, Painter, Raab, Rios, Staajabu

MEMBERS ABSENT: none

STAFF PRESENT: La Shelle Dozier, David Levin, Vickie Smith, Tyrone R. Williams, Tina McKenney, MaryLiz Paulson, Sarah Thomas, Christine Weichert, Celia Yniguez, Kyle Flood, Geoff Ross, Lira Goff, Jim Shields, Karen Lukes, Celia Yniguez

APPROVAL OF AGENDA – agenda approved as submitted

CITIZENS COMMENTS

none

1. APPROVAL OF MINUTES – November 4, 2015 meeting minutes were approved as amended.

CONSENT

2. Amendment of Agency Procurement Policy
3. Authorize the Execution of the Choice Neighborhoods Implementation Grant Agreement for The Twin Rivers/River District-Railyards Initiative

On a motion by Commissioner Morgan, seconded by Commissioner Raab the Commission recommended approval of the staff recommendation for the items listed above. The votes were as follows

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

NOES: none

ABSTAIN: none

ABSENT: none

EXECUTIVE DIRECTOR REPORT

The Executive Director reviewed the following:

- Thanked members for their service during 2015.
- Karen Wallace introduced three Family Self Sufficiency participants who talked about how the program has helped them.
- Next meeting will be January 6, 2016.

COMMISSION CHAIR REPORT

None

ITEMS AND QUESTIONS OF COMMISSION MEMBERS

Commissioner Alcalay informed the group that the Martin Luther King Jr. Celebration on February 6, 2016 and encouraged their participation.

ADJOURNMENT

As there was no further business to be conducted, Chair Griffin adjourned the meeting at 6:30 p.m.

AGENCY CLERK



December 17, 2015

Sacramento Housing and
Redevelopment Commission
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Building Hope Memorandum of Understanding Amendment and Allocation of Funds to the Shelter Plus Care program

SUMMARY

The attached report is submitted to you for review and recommendation prior to consideration by the County of Sacramento.

RECOMMENDATION

Staff recommends approval of the recommendations outlined in this report.

Respectfully submitted,


LA SHELLE DOZIER
Executive Director

Attachment

**COUNTY OF SACRAMENTO
CALIFORNIA**

For the Agenda of:
January 12, 2016

To: Board of Supervisors of the County of Sacramento

From: Sacramento Housing and Redevelopment Agency

Subject: Building Hope Memorandum Of Understanding (MOU) Amendment And Allocation Of Funds To The Shelter Plus Care Program

Supervisory
District: All

Contact: Christine Weichert, Assistant Director, Development Finance, 440-1353
Sarah Thomas, Assistant Director, Housing Authority, 440-1397

Overview

The Department of Health and Human Services (DHHS), Division of Behavioral Health Services and the Sacramento Housing and Redevelopment Agency (SHRA) request authority to amend the Building Hope Memorandum Of Understanding (MOU) which helps to create affordable housing for the homeless population with mental illness using local Mental Health Services Act (MHSA) funds received from the State of California. SHRA also requests authority to amend its 2016 Budget to allocate \$200,000 in Building Hope Funding to assist the Shelter Plus Care Program for the purpose of preserving permanent supportive housing.

Recommendations

Staff recommends adoption of the attached resolution which:

1. Approves the Amended and Restated Building Hope MOU to extend the term by five years to June 30, 2021 in Section III; and.
2. Authorizes SHRA to amend the 2016 SHRA Budget and allocate \$200,000 of Building Hope Funding to the Shelter Plus Care Program for the purpose of preserving permanent supportive housing.

Measures/Evaluation

DHHS and SHRA will ensure the compliance of the use of funds as required by the California Department of Health Care Services (DHCS).

Fiscal Impact

There will be no impact to the general fund as a result of this action.

BACKGROUND

In 2007, the County Board of Supervisors (Board) authorized SHRA and DHHS to enter into an MOU that allowed SHRA to oversee \$4 million in one-time MHSA Community Services and Supports funding (also known as Building Hope Funding). The funds were to be used for development, rehabilitation, and preservation of permanent supportive housing that serves families with mental illness.

To date, Building Hope Funding has directly assisted with the construction or renovation of 65 permanent housing units providing mental health services and has provided leverage funding for the construction of an additional 302 affordable units at the following housing developments: Martin Luther King Jr. Village, Ardenair Apartments, Boulevard Court, YWCA, Studios at The Berry and Folsom Oaks. In addition, \$187,000 of Building Hope Funds assisted in the preservation of the Saybrook and Adolfo Permanent Supportive Housing Programs. In 2013, the Board authorized SHRA and DHHS to enter into a new MOU to extend the timeframe to June 30, 2016 (Attachment 1).

DISCUSSION

Due to a recent change in methodology by the Department of Housing and Urban Development (HUD) when calculating Fair Market Rents (FMRs) for the Sacramento region, the Shelter Plus Care program (whose funding is directly linked to the FMRs) received a reduction of approximately \$300,000 in HUD funding for the 2015-16 grant cycle. The Shelter Plus Care program provides rental subsidy to landlords who provide housing to severely disabled and homeless families. These families also receive supportive services in order to remain stably housed. SHRA administers the Shelter Plus Care program on behalf of the County of Sacramento.

During the past few months, a portion of the funding reduction was offset by individuals no longer in need of services exiting the program. The allocation of \$200,000 of Building Hope Funding will resolve the remaining funding gap and ensure that Shelter Plus Care clients (who also meet MHSA eligibility) will remain stably housed with services rather than become homeless. In addition, the funds will allow MHSA-eligible homeless families to move into ten currently vacant units at Martin Luther King Jr. Village. Staff anticipates that this current funding request will be a one-time request. Based on the rate of individuals exiting the program, needs and resources will be balanced by the end of the 2016 calendar year.

Given that the current MOU expires on June 30, 2016, this report also includes a recommendation to amend the MOU. All conditions of the 2013 MOU will be maintained with the exception of extending the timeframe to June 30, 2021 (Attachment 2).

COMMISSION ACTION

It is anticipated that, at its meeting of January 6, 2016, the Sacramento Housing and Redevelopment Commission will approve the staff recommendation of this item. Staff will notify the Board in the event this does not occur.

MEASURES/EVALUATIONS

Approval of this action will assist approximately 26 severely disabled homeless families to be housed and continue to be connected to much-needed supportive services.

FINANCIAL ANALYSIS

Staff recommends approval of an allocation of \$200,000 of Building Hope Funding to the Shelter Plus Care Program for the purpose of preserving permanent supportive housing. The recommended actions will have no impact on the County General Fund. A balance of \$879,840 in the Building Hope Funding is currently available.

POLICY CONSIDERATIONS

The amendment will allow Building Hope Funding to assist the Shelter Plus Care Program for the purpose of preserving permanent supportive housing.

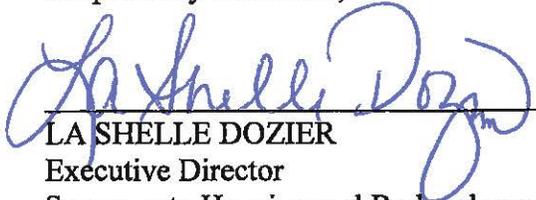
ENVIRONMENTAL REVIEW

The proposed actions to amend the Building Hope MOU and to allocate funding for ongoing programs are considered administrative activities and other government fiscal activities that will not result in impacts on the environment. Therefore these actions are not considered a project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2). There is no federal funding or other federal involvement associated with the proposed actions; therefore, the National Environmental Policy Act (NEPA) does not apply.

M/WBE/SECTION 3 AND FIRST SOURCE CONSIDERATIONS

The activities recommended in this staff report do not involve federal funding; therefore, there are no M/WBE or Section 3 requirements. The First Source Program is not applicable to this report.

Respectfully submitted,



LA SHELLE DOZIER
Executive Director
Sacramento Housing and Redevelopment Agency

APPROVED

BRADLEY J. HUDSON
County Executive

- Attachments:
RES – Board of Supervisors Resolution
ATT 1 –Amended and Restated MOU

RESOLUTION NO. _____

**BUILDING HOPE MEMORANDUM OF UNDERSTANDING (MOU) AMENDMENT
AND ALLOCATION OF FUNDS TO THE SHELTER PLUS CARE PROGRAM**

WHEREAS, the Sacramento County Department of Health and Human Services' (DHHS) Division of Behavioral Health Services received \$4 million in Mental Health Services Act (MHSA) funding from the California State Department of Mental Health to invest in housing for adults, transition age youth, and children and families who are homeless, have psychiatric disabilities and/or serious emotional disturbance, and reside in Sacramento County; and

WHEREAS, the Sacramento Housing and Redevelopment Agency (SHRA) and DHHS entered into a Memorandum of Understanding effective March 26, 2013 for SHRA to provide MHSA funding as part of the Building Hope Program; and

WHEREAS, SHRA and DHHS desire to continue to provide permanent supportive housing to homeless people with psychiatric disabilities and serious emotional disturbance in accordance with the California Mental Health Services Act; and

WHEREAS, the Shelter Plus Care Program provides housing for families who are homeless, with disabilities that could include psychiatric disabilities and/or serious emotional disturbance, and reside in Sacramento County and is consistent with the program goals of the MHSA; and

WHEREAS, the County desires to provide MHSA services and funding for the Shelter Plus Care Program; and

WHEREAS, these actions are not considered a project pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(2) and there is no federal funding or other federal involvement associated with the proposed actions; therefore, the National Environmental Policy Act (NEPA) does not apply.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF
THE COUNTY OF SACRAMENTO**

Section 1: The above recitals, including the environmental recitals, are determined to be true and correct.

Section 2: SHRA is authorized to execute the Amended and Restated Building Hope MOU dated March 26, 2013, extending the term by five years to June 30, 2021.

Section 3: SHRA is authorized to amend the 2016 SHRA budget and allocate \$200,000 of Building Hope Funding to the Shelter Plus Care Program for the purpose of preserving permanent supportive housing.

On a motion by Supervisor _____, seconded by Supervisor _____, the foregoing Resolution was passed and adopted by the Board of Supervisors of the County of Sacramento, State of California this 12th day of January, 2016, by the following vote, to wit:

AYES: Supervisors,

NOES: Supervisors,

ABSENT: Supervisors,

ABSTAIN: Supervisors,

RECUSAL: Supervisors,
(PER POLITICAL REFORM ACT (§ 18702.5.))

Chair of the Board of Supervisors
of Sacramento County, California

(SEAL)

ATTEST: _____
Clerk

**Amended and Restated
MEMORANDUM OF UNDERSTANDING
between the County of Sacramento
Department of Health and Human Services, and
Sacramento Housing and Redevelopment Agency,
To Fund Supportive Housing for Homeless People
with Psychiatric Disabilities**

THIS MEMORANDUM OF UNDERSTANDING, hereinafter referred to as “MOU” or “Agreement,” is made and entered into this 26th day of March, 2013 (“Effective Date”) by and between Sacramento County Department of Health and Human Services, hereinafter referred to as “DHHS” and the Sacramento Housing and Redevelopment Agency, hereinafter referred to as “SHRA”.

WHEREAS, DHHS is a department of the County of Sacramento and SHRA is a Joint Powers Authority of the City and County of Sacramento, whose activities within the unincorporated area are overseen by the Sacramento County Board of Supervisors; and;

WHEREAS, DHHS’ Division of Behavioral Health Services transferred \$4 million in Mental Health Services Act (MHSA) Community Services and Supports component funding to SHRA for the purpose of development, rehabilitation, and preservation of permanent supportive housing units for adults, transition age youth, and children and families who are homeless, have psychiatric disabilities and/or serious emotional disturbance, and reside in Sacramento County. This transfer of funding established the Building Hope fund; and;

WHEREAS, SHRA finances and oversees development and management of affordable housing in Sacramento County; and;

WHEREAS, DHHS provides behavioral health services for homeless people with psychiatric disabilities and/or serious emotional disturbance; and;

WHEREAS, the Mental Health Services Act funding referenced above may be leveraged with the statewide MHSA Housing Program, other funding streams, tax credits, and monies from other agencies to begin the process of creating permanent housing for clients; and

WHEREAS, SHRA and DHHS desire to provide permanent supportive housing to homeless people with psychiatric disabilities and serious emotional disturbance in accordance with the California Mental Health Services Act;

NOW, THEREFORE, the parties agree as follows:

I. PURPOSE

This MOU governs the use of the previously established Building Hope Fund and delineates the responsibilities of DHHS and SHRA with regard to the creation of affordable housing for extremely low-income people with psychiatric disabilities and serious emotional disturbance.

II. TERMS AND DEFINITIONS

Throughout this Agreement, the following terms have the following definitions:

- A. Building Hope Fund (or “Fund”) was created on (date) and an MOU signed on (date). Expenditure of funds will be governed by the terms and conditions of

this Agreement. All funds transferred from DHHS to SHRA as part of this Agreement, as well as any similar future transfers from the Fund, and any program income received shall be considered to be part of the Building Hope Fund.

- B. Building Hope Housing shall refer to all rental housing units for extremely low income people with psychiatric disabilities and/or serious emotional disturbance if the acquisition, preservation, rehabilitation, capitalized operating costs, and/or construction is financed in part or whole by the Fund.
- C. Building Hope Housing Tenant shall mean extremely low-income families and individuals with psychiatric disabilities and/or serious emotional disturbance that are MHSA eligible clients as determined by DHHS or a Service Provider.
- D. Proposition 63, passed by California voters in 2004, shall hereafter be referred to as Mental Health Services Act (MHSA).
- E. Service Provider shall mean any mental health services provider(s) operating under contract with DHHS to provide mental health services and support to extremely low income families and individuals with psychiatric disabilities and serious emotional disturbance who may be, or are at risk of being, homeless and who should be considered for, and/or become tenants in Building Hope Housing.
- F. Project Owner shall mean the individual, firm, corporation, partnership, or similar entity that holds title to the Building Hope Housing.

III. TERM

The term of this MOU shall commence as of the Effective Date stated above and shall continue until June 30, 2021 unless this MOU is sooner terminated or the term is extended by mutual agreement of the parties.

IV. RESPONSIBILITIES

A. DHHS shall:

1. Allow up to 10% of each deposit to the Building Hope Fund, to fund SHRA administrative expenses for underwriting Building Hope Housing projects, including but not limited to all financial analysis, developer negotiations, and staff reports; monitoring of the projects' compliance with the affordability restrictions in SHRA's regulatory agreements; and any and all reporting requirements regarding the disposition of the Building Hope Funds as required by DHHS. SHRA shall be entitled to such administrative funds only as Building Hope Funds are encumbered for specific projects.
2. Ensure that the Building Hope Fund is in compliance with MHSA and State guidelines. DHHS will provide to SHRA all MHSA and State requirements with which the Project Owner must comply so as to ensure that all Building Hope Housing units funded in whole or in part with Building Hope Funds serve Building Hope Housing Tenants (see Section

IV.B.13). DHHS will also assume responsibility for working with SHRA to ensure that both parties to this Agreement clearly understand MHSA and State regulations and guidelines.

3. Designate appropriate staff to participate in collaborative decision-making regarding Building Hope program planning and implementation.
4. Report required information to the State, except as otherwise agreed to in writing between SHRA and DHHS.
5. Inform SHRA of:
 - a. Any relevant financial and/or program changes required by the State.
 - b. Any issues germane to SHRA's responsibilities under this Agreement discovered through meeting with DHHS-funded Service Providers. DHHS will regularly hold meetings with Service Provider(s) working with tenants of all Building Hope Housing projects.
6. Upon request by SHRA, provide all necessary and useful information to SHRA regarding the target population for Building Hope Housing Tenants, including but not limited to any information needed: a) to calculate the appropriate mix of unit sizes needed to plan for and accommodate Building Hope Housing Tenants, b) to assist the Project Owners in working with Service Providers making referrals, c) by SHRA as a Building Hope Fund lender and the Project Owners in order to comply with State guidelines and regulations that are issued during the term of this MOU; and d) for SHRA to effectively carry out its responsibilities under this Agreement.
7. Ensure consumer and family participation in planning and decision-making with regard to the Building Hope Fund program, including but not limited to participation in meetings, forums, and any other venue where decisions and/or recommendations about the use of these funds and/or program.
8. Ensure that Service Provider(s) are required to make adequate and sufficient referrals of eligible Building Hope Housing Tenants to Project Owners. In addition, DHHS will ensure that DHHS clients are referred in a timely manner (through agreement(s) with Service Provider(s)) to Project Owners so that they may become tenants in Building Hope housing units.
9. Ensure that Service Provider(s) maintain a formal agreement with the Project Owner.
10. Assume responsibility for selecting, funding, monitoring, and enforcing DHHS agreements with Service Provider(s).
11. If at any time the State issues regulations or guidance that conflict with the

provisions in this MOU, DHHS will work with SHRA to ensure that this Agreement and the terms of Building Hope Housing financing and operating agreements with Project Owners are reconciled to comply with State requirements.

12. Provide SHRA with a list of terms and conditions of all agreements with Service Provider(s) and DHHS.

B. SHRA shall be responsible to:

1. Maintain the Building Hope Fund.
2. Recommend the amount of Building Hope Funds required for a Building Hope Housing project based on Building Hope Program eligible uses and SHRA's underwriting guidelines and SHRA financing from other available sources. In addition to underwriting such projects, SHRA tasks will include: completing all financial analysis, conducting developer negotiations, and authoring staff reports.
3. Designate appropriate staff to participate in collaborative decision-making regarding Building Hope program planning and implementation.
4. Monitor each Building Hope Housing project a) from project selection through construction or rehabilitation, and b) over the term of affordability as detailed in the SHRA Regulatory Agreement. In addition, property inspections for compliance with the Regulatory Agreement maintenance requirements, determining and monitoring of compliance with tenant income and rent level restrictions, and status of loan repayment will occur no less than annually; these inspections will occur as per SHRA's standard monitoring procedures.
 - a. SHRA assumes responsibility for monitoring project(s) compliance with SHRA's Housing Quality Standards for those units in which Building Hope Housing Tenants have been issued a Housing Choice Voucher, and income and rent certification reviews required under SHRA's loan and bond Regulatory Agreements.
 - b. SHRA assumes responsibility for approving the Project Owner's choice and/or replacement of a property management company. The Regulatory Agreement between SHRA and Project Owner shall require compliance with any other terms and conditions imposed by DHHS including any requirements for compliance with MHSA regulations (also see Section IV. C. 3).
 - c. SHRA will provide all reasonable data requested by DHHS for internal reporting purposes and for reporting to the State regarding Building Hope Fund expenditures, funds not yet expended, and Building Hope Housing operations. Reasonable data includes but is not limited to information that is collected by SHRA to monitor compliance with the SHRA financing agreements, Regulatory Agreements, and Housing Choice Voucher rental subsidy agreements, and the progress of acquisition and rehabilitation or construction of Building Hope Housing in accordance with the approved project schedule.

5. Report to DHHS as required by the State and DHHS Fiscal Services on a minimum semi-annual basis on the Building Hope Fund program. The report shall include but not be limited to a progress report on the Building Hope Housing project(s) development status (including the date(s) project was approved by the Board of Supervisors, City Council, and/or any oversight bodies), any modifications to overall project financing, and amount of Building Hope Fund expenditures and encumbrances.
6. Encumber Building Hope Funds, program income and interest earnings within 24 months of receipt of funds.
7. Make all reasonable efforts to leverage Building Hope Funds with appropriate SHRA loans and other public and private funding resources available to Project Owners.
8. Provide Building Hope Funds to Building Hope Housing projects as grants or loans through Building Hope eligible activities, SHRA's Multi-Family Supportive Housing Loan Program, the State of California Mortgage Revenue Bond Program, and/or other federal, state and local affordable housing program(s).
9. Account separately for all Building Hope Fund financing, such that at all times, including prior to any investment in a particular project, after funds have been awarded, and once committed, SHRA will have the ability to demonstrate clearly the status and location of all Building Hope Housing projects and units. In addition, SHRA shall account for Building Hope Funds as follows:
 - a. Account for all interest earned on Building Hope Funds. Interest earned on Building Hope Funds paid by DHHS to SHRA prior to release of such funds to specific projects shall accrue to the Building Hope Fund. SHRA shall only earn and retain interest on SHRA administrative funds (10% of the total funding as described in Section IV. A. 1. of this Agreement).
 - b. Ensure that, whenever Building Hope Funds are provided as a loan with repayment obligations, the proportion of Building Hope Fund loan payments collected are retained in Building Hope Fund by SHRA for use in accordance with this MOU. Building Hope Fund loan repayments received by SHRA will be considered program income. Whenever program income is received from a Building Hope Housing project, the proportion of program income generated by Building Hope Fund loan repayments shall be accounted for separately from the unexpended funding in the Building Hope Fund. This Building Hope Fund program income will be re-administered according to the rights and responsibilities of this Agreement (see Section IV C. 5. for more detail on joint decision-making regarding program income).
10. Consider use of the Building Hope Fund for either preservation of affordable housing or for proposed affordable housing multi-family rental projects.
11. Contract with the Project Owner, who will be responsible for locating, acquiring, rehabilitating, constructing, preserving and managing the Building Hope Housing. SHRA may provide other financing to Project Owner for the Building Hope Housing.

12. Ensure that the specific number of units financed with Building Hope Funds will remain restricted to extremely low-income tenants for the term of the applicable SHRA Regulatory Agreement. Whenever a vacancy occurs, Project Owners must ensure that all Building Hope-financed units are occupied; if any Building Hope units are not leased and/or occupied, prospective Building Hope Housing Tenants shall have first priority for such vacant units. Notwithstanding Section IV. A. 2., if, at any point during the term of the Regulatory Agreement: a) there are no eligible Building Hope Housing Tenant applicants that meet the MHSA eligibility criteria, b) there is no capacity and programming at DHHS to contract with Service Providers to serve Building Hope Housing Tenants, and/or c) the Project Owner(s) contractual obligation under the Regulatory Agreement has expired, then the units financed with Building Hope Funds shall be available exclusively to tenants earning not more than 20% of Area Median Income (AMI), unless the State sets alternative AMI requirements.
13. Should DHHS raise concerns about a Project Owner or property manager of a Building Hope Housing project after exhausting all reasonable steps to resolve any serious conflict, SHRA will: a) meet with DHHS to obtain detailed information, b) meet with the Project Owner and/or property manager in question, c) determine if enforcement action is needed, and d) implement appropriate enforcement action as allowed under the financing agreements, including Regulatory Agreements, if needed. SHRA will consider DHHS-raised issues seriously and implement these steps in a timely manner.
14. Require the Project Owner to execute a formal agreement with one or more Service Providers to provide services and supports to Building Hope Housing Tenants for the period specified in the SHRA financing agreement. SHRA will accept the Service Provider(s) selected by DHHS.
15. Provide all necessary and useful information to DHHS regarding any challenges that arise in allocating Building Hope Funds, concerns raised by Project Owners, Service Providers or other partners, and any other information that will help DHHS to effectively participate in the activities of DHHS's responsibility under this Agreement.
16. If at any time the State issues regulations or guidance that conflict with the provisions in this MOU, SHRA will work collaboratively with DHHS to resolve issues in a timely manner to ensure that the Building Hope Housing financing and operating agreements are reconciled to comply with State requirements so that the County is in compliance with MHSA requirements and the State guidelines.
17. Provide DHHS with a list of all terms and conditions of agreements between Project Owners and SHRA.

C. SHRA and DHHS will both:

1. Submit to the Board of Supervisors for approval of, or if the authority is delegated, award Building Hope Funds to Project Owners for Building Hope Housing for units that will be available exclusively to Building Hope Housing Tenants. Except as specified in Section IV.A.3 and Section IV.B.12, the Building Hope Fund proceeds will be used to bring units otherwise affordable to tenants at 30-60% of AMI to affordability at

approximately 15% to 20% AMI/current income level for individuals receiving Supplemental Security Income (SSI) or Supplemental Security Disability Income (SSDI).

2. Leverage any additional project funding in excess of the initial project funding such that the Building Hope Fund investment per unit averages not more than \$60,000.
3. Develop language for inclusion in SHRA financing documents that reflects the terms of this MOU and requirements for the expenditure of Building Hope Funds provided by MHSA, including but not limited to: Regulatory Agreements, Loan Agreements, and Loan Commitment Letters. The jointly developed and agreed-upon language will include information relevant to the restrictions and requirements inherent within accepting DHHS financing for supportive housing, such as definitions of target population(s), implementing responsibilities articulated in this Agreement, and financing strategies specific to deeply affordable housing and/or supportive housing.
4. Develop and implement a joint marketing campaign.
5. Jointly determine how any program income (defined in Section IV. B.9.b.) will be used; allowable uses include providing additional funding to the Building Hope Housing project(s) generating the program income or adding this program income to the Building Hope Fund balance, to be awarded to other Building Hope Housing project(s). If the program income is added to the Building Hope Fund balance, then the project selection panel described in Section IV. C. 6. will allocate these funds in the normal course of work.
6. Select projects that will be financed in part with Building Hope Funds. SHRA will complete an initial review of project feasibility and quality; including an assessment of whether the project, at minimum, includes criteria the selection panel will use to evaluate projects. Directors of SHRA and DHHS will appoint a selection panel that will develop criteria for evaluation and selection of projects.
7. No less than annually, the directors of SHRA and DHHS or their designees will meet to identify new potential projects, review the work accomplished under this Agreement, evaluate the efficacy of this Agreement, assess the quality of the working relationship between SHRA and DHHS, and determine the status of work products.
8. SHRA and DHHS acknowledge that once a Building Hope Housing project has been financed, the primary relationship for service to Building Hope Housing Tenants is between the Project Owner and the Service Provider(s). If issues arise that are not resolved by the Project Owner and/or Service Provider in a timely manner, authorized representatives of SHRA and DHHS will meet, discuss the problem, and recommend and/or implement a solution with/to the appropriate parties as described in other sections of this Agreement.

V. ALTERATION OF TERMS

No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by both parties.

VI. TERMINATION

A. Either party may terminate this MOU for cause by providing three months written notice to the other party. However, prior to dissolving this Agreement, both parties will attempt to find a mutually agreeable resolution through communicating with each other and attempting to resolve any substantive problems arising under this Agreement, including challenges arising from any change or publication of State regulations that materially conflict with the terms of this Agreement or the implementation of responsibilities articulated in this Agreement, and/or any difficulty with effectively implementing the responsibilities detailed in this Agreement. Communication and attempts to resolve such problems and difficulties prior to termination of this Agreement include, but are not limited to, meeting together, amending this Agreement, and/or seeking the assistance of a jointly agreed upon mediator.

B. Should this Agreement be terminated, SHRA will return to DHHS any unencumbered funds and all unexpended administrative funds.

VII. NOTICES

Any notice required or permitted to be given under this MOU shall be in writing and shall be served by registered mail or personal service upon the other party.

VIII. CHANGES AND PARTIAL VALIDITY

Any material changes to any of the clauses above have to be agreed upon in writing by both parties. If any provision of this Agreement is held by a court to be invalid, void, or unenforceable, the remaining portions will nevertheless continue in full force without being impaired or invalidated in any way.

Notice to SHRA shall be addressed as follows

Executive Director
Sacramento Housing and Redevelopment Agency
801 12th Street
Sacramento, CA 95814

Notice to DHHS shall be addressed as follows:

Director
Department of Health and Human Services
2433 Marconi Ave
Sacramento, CA 95821

IN WITNESS WHEREOF, This MOU has been executed as of the Effective Date herein above appearing.

SACRAMENTO HOUSING AND REDEVELOPMENT AGENCY

DEPARTMENT OF HEALTH AND HUMAN SERVICES

By: _____

By: _____

La Shelle Dozier, Executive Director
Sacramento Housing and
Redevelopment Agency or
Authorized Designee

Sherri Heller
Department of Health and Human
Services or Designee as per S.C.C.
2.61.012(h)

Date _____

Date _____

CONTRACT AND CONTRACTOR TAX STATUS
REVIEWED AND APPROVED BY COUNTY COUNSEL

By: _____ Date _____

RESOLUTION NO. SHRC-_____

ADOPTED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION UNDER THE AUTHORITY DELEGATED TO THE COMMISSION PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE, SECTION 33202 BY RESOLUTION NO. RA 81-083 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. RA-83 ADOPTED BY THE REDEVELOPMENT AGENCY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981, AND PURSUANT TO CALIFORNIA HEALTH AND SAFETY CODE SECTION 34292 BY RESOLUTION NO. HA 81-098 ADOPTED BY THE HOUSING AUTHORITY OF THE CITY OF SACRAMENTO ON OCTOBER 20, 1981, AND BY RESOLUTION NO. HA-1497 ADOPTED BY THE HOUSING AUTHORITY OF THE COUNTY OF SACRAMENTO ON OCTOBER 27, 1981.

ON DATE OF

January 06, 2016

NOW, THEREFORE, BE IT RESOLVED BY THE SACRAMENTO HOUSING AND REDEVELOPMENT COMMISSION:

Section 1: The Executive Director, or designee, is authorized to execute the Amended and Restated Building Hope MOU dated March 26, 2013, extending the term by five years to June 30, 2021 as outlined in Section III of the agreement.

Section 2: The Executive Director, or designee, is authorized to amend the budget and allocate \$200,000 of Building Hope Funding to the Shelter Plus Care Program for the purpose of preserving permanent supportive housing.

CHAIR

ATTEST:

CLERK



December 17, 2015

Sacramento Housing and
Redevelopment Commission
Sacramento, CA

Honorable Members in Session:

SUBJECT:

Approval of Contract and Leases to Facilitate the Provision of Housing to Homeless and Disabled Persons

SUMMARY

The attached report is submitted to you for review and recommendation prior to consideration by the City of Sacramento.

RECOMMENDATION

Staff recommends approval of the recommendations outlined in this report.

Respectfully submitted,


LA SHELLE DOZIER
Executive Director

Attachment



REPORT TO HOUSING AUTHORITY
City of Sacramento
915 I Street, Sacramento, CA 95814-2671
www.CityofSacramento.org

Consent
January 19, 2016

Chair and Members of the Housing Authority Board

Title: Approval of Contract and Leases to Facilitate the Provision of Housing to Homeless or Disabled Persons

Location/Council District: Coral Gables and Oak Park Duplexes Council Districts 5 and 8

Recommendation: Adopt a **Housing Authority Resolution** authorizing the Executive Director or her designee to: a) execute a one-year contract with a non-profit 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: Greg Potts, Regional Manager, 916-449-6219,
MaryLiz Paulson, Assistant Director, 916-440-1334

Presenters: None

Department: Sacramento Housing and Redevelopment Agency

Description/Analysis

Issue: 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 and disabled individuals to participate in this program. RIL is a service provider affiliated with Sacramento Steps Forward and contracted to serve homeless individuals 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. 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: There are no sustainability considerations applicable to this program.

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:* It is anticipated that, at its meeting of January 6, 2016, the Sacramento Housing and Redevelopment Commission will approve the staff recommendation for this

item. Staff will notify the Housing Authority Board in the event this does not occur.

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 Housing Authority 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.

LBE/M/WBE/Section 3 and First Source Considerations: Minority and Women's Business Enterprise 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.

Respectfully Submitted by:



LA SHELLE DOZIER
Executive Director

Table of contents

1. Description and Analysis
2. Housing Authority Resolution
3. Exhibit A Contract
4. Exhibit B Sample Lease

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 of 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 non-profit 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 which administers 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 non-profit corporation funded by Sacramento Steps Forward through the Continuum of Care.

Table of Contents

Exhibit A – Contract between the Housing Authority and the non-profit corporation funded by Sacramento Steps Forward through the Continuum of Care

Exhibit B – A 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	<input checked="" type="checkbox"/> Housing Authority of the City of Sacramento	<input type="checkbox"/> Housing Authority of the County of Sacramento
	<input type="checkbox"/> 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):

<input type="checkbox"/> Sole Proprietor/Individual(s)	<input type="checkbox"/> Corporation	<input checked="" type="checkbox"/> Nonprofit Corporation	<input type="checkbox"/> General Partnership
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Other: Local Government

Contractor is organized in (select one):

<input checked="" type="checkbox"/> California
<input type="checkbox"/> 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				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local	
				<input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> 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)
<input checked="" type="checkbox"/> yes # <u>2</u> <input type="checkbox"/> no	Federal Requirements
<input type="checkbox"/> yes # <u> </u> <input type="checkbox"/> no	CDBG and Other Federal Requirements
<input type="checkbox"/> yes # <u> </u> <input type="checkbox"/> no	Payments
<input type="checkbox"/> yes # <u> </u> <input type="checkbox"/> no	General Conditions for Limited Construction Work (If this Contract is for construction work, it is <i>invalid</i> without the General Conditions for Limited Construction Work attached.)
<input type="checkbox"/> yes # <u> </u> <input type="checkbox"/> no	Attachment for Architectural Services (If this Contract is for architectural services, it is <i>invalid</i> without the Attachment for Architectural Services attached.)
<input checked="" type="checkbox"/> yes # <u>3</u> <input type="checkbox"/> no	Personal Identifying Information Attachment
<input type="checkbox"/> yes # <u> </u> <input type="checkbox"/> no	Conflict of Interest Form
<input type="checkbox"/> yes # <u> </u> <input type="checkbox"/> 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:
		Date	Amount
	Monthly payments, Payable N/A		
	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.

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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	January 1, 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.	January 1, 2016
Agency	Provide maintenance service during business hours and twenty four (24) hour maintenance availability for emergency situations	January 1, 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> .	January 1, 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	January 1, 2016
Agency	Coordinate Uniform Physical Condition Standards (UPCS) inspections annually with RIL's Housing Quality Standards (HQS) annual inspections	January 1, 2016
Agency	Send all Agency correspondence to the tenant and copied to RIL	January 1, 2016
Agency	Provide SHRA pet policy	January 1, 2016
Agency	Provide SHRA Non-Smoking policy	January 1, 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.	January 1, 2016
Agency	Process tenant move out dispositions and deposit refunds	January 1, 2016
Agency	Shall annually audit Contractor's rent calculations for program participants	
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	
Contractor	Shall process all applicants for occupancy; applicants will come from referrals from the Sacramento CoC Coordinated Entry System.	January 1, 2016
Contractor	Certify tenant's income annually and calculate rent in accordance with CoC regulations	January 1, 2016
Contractor	Shall assist with Agency's annual audit	

Scope of Work

"PERFORMING PARTY"	"TASK/OBLIGATION":	"DEADLINE"
Contractor	Coordinate Housing Quality Standards (HQS) annual inspections with the Agency's Uniform Physical Condition Standards (UPCS) inspections annually	January 1, 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	January 1, 2016
Contractor	Ensure that all tenants pass a background check before participating in housing	January 1, 2016
Contractor	Intervene with lease issues including roommate; neighbor; living and health issues	January 1, 2016
Contractor	Contact the HA's Public Information Officer before speaking with members of the media	January 1, 2016
Contractor	Communicate with HA before any outreach efforts or media attention is given to the site or the tenants at the site	January 1, 2016
Contractor	Conduct monthly home visits	January 1, 2016
Contractor	Supply twenty four (24) hour access to case management in the event of an emergency.	January 1, 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	January 1, 2016
Contractor	Assist in the enforcement of the Agency's Pet Policy, Non-Smoking Policy and all other terms of the lease	January 1, 2016
Contractor	Be present at all tenant move-in and move-outs	January 1, 2016
Contractor	May participate in the Reasonable Accommodation (RA) interactive process	January 1, 2016
Contractor	Ensure residents move out after graduation from the Independent Living program	January 1, 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

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.

- (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

- 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

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 no fault of a signer of the lease, a signer of the lease ceases to be a member of the Resident's

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.

Note: Any revised Attachments and Addenda will be distributed at annual renewals.

I/We the Resident(s) whose signature appears immediately below, have read and do understand and hereby agrees to abide by the provision of this Lease Agreement. In witness whereof the Parties herein have executed this Lease Agreement

Resident Signature *Date*

Spouse/Co-Head Signature *Date*

Other Adult Signature *Date*

Housing Authority:

By: _____ Dated: _____

Title: _____