

RESOLUTION NO. 2028

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND APPROVING THE REVISIONS TO CHAPTER 8 OF THE HOUSING AUTHORITY'S ADMISSIONS AND CONTINUED OCCUPANCY POLICIES AND PAGE 8 OF THE AUTHORITY'S PROCUREMENT STANDARD OPERATING PROCEDURES.

WHEREAS, in response to the Department of Housing and Urban Development (HUD) required corrective actions, the Housing Authority completed revisions to specific sections of its

Public Housing Admissions and Continued Occupancy Policies (ACOP), and Procurement Standard Operating Procedures (SOPs); and

WHEREAS, the ACOP revisions, located in Chapter 8 relating to the Housing Authority's rent collection policies updated the tenant rent collection and write-off policies, including but not necessarily limited to policies that address the Authority's procedures for collecting tenant rents owed, evictions resulting from failure to pay rent, writing-off of uncollectible debts, and reporting debts owed by former tenants in HUD's Enterprise Income Verification (EIV) System; and

WHEREAS, these proposed revisions may be found in Chapter 8 of the ACOP pages 8-7 to 8-8 and a copy, of the proposed revisions, has been attached to this resolution as Exhibit A; and

WHEREAS, the ACOP revisions located in Chapter 8 relating to the Authority's smoke free policies have been completed in response to HUD's directive that required Public Housing Authorities to establish policies disallowing the use of prohibited tobacco products, as such term is defined in § 965.653(c), inside all indoor areas of public housing developments, including but not limited to living units, indoor common areas, electrical closets, storage units, Housing Authority administrative office buildings, and in all outdoor areas within 25 feet of the housing and administrative office buildings; and

WHEREAS, the Richmond Housing Authority follows the City of Richmond's smoke free ordinance found in the Richmond Municipal Code Chapter 9.57, and the Housing Authority's ACOP has been revised to include these policies, and the proposed revisions may be found in Chapter 8 of the ACOP pages 8-15 thru 8-17, and a copy of the proposed revisions has been attached to this resolution as Exhibit B; and

WHEREAS, the proposed revisions to the Procurement SOPs located on Page 9 are specifically related to the "Sealed Bids or Request for Proposal" Section, which needed to be revised to include the following references: Handbook 7460.8 REV 2 Table 5.1, HUD Form 5370-EZ and HUD Form 5370-C; and

WHEREAS, currently these three required references were only found in the "Small Purchases from \$2,001 to \$10,000" Section, and the proposed revisions to page 9 of the Procurement SOPs have been attached to this resolution as Exhibit C,

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE HOUSING AUTHORITY OF THE CITY OF RICHMOND, COUNTY OF CONTRA COSTA, STATE OF CALIFORNIA, THAT:

The proposed revisions to the Housing Authority's Admissions and Continued Occupancy Policies affixed to this resolution as Exhibit A and Exhibit B and the proposed revisions to the Housing Authority's Procurement Standard Operating Procedures affixed to this resolution as Exhibit C are hereby approved. The Executive Director is hereby authorized to take all actions necessary to implement the foregoing resolution.

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The foregoing resolution was passed and adopted by the Commissioners of the Housing Authority of the City of Richmond at a meeting thereof held on February 21, 2017, by the following vote:

AYES: Commissioners Choi, Martinez, McLaughlin, Myrick, Willis, Vice Chairperson Beckles, Chairperson Butt, Housing Authority Tenant Commissioners Scott and Smith.

NOES: None.

ABSTENTIONS: None.

ABSENT: None.

TOM BUTT

Chairperson

[SEAL]

ATTEST:

PAMELA CHRISTIAN

Secretary

Approved as to form:

BRUCE GOODMILLER

Attorney

State of California }
County of Contra Costa : ss.
City of Richmond }

I certify that the foregoing is a true copy of **Resolution No. 2028**, finally passed and adopted at a Special Housing Authority Meeting held on February 21, 2017.


CLERK OF THE HOUSING AUTHORITY

8-I.F. PAYMENTS UNDER THE LEASE

Rent Payments [24 CFR 966.4(b)(1)]

Families must pay the amount of the monthly tenant rent determined by the PHA in accordance with HUD regulations and other requirements. The amount of the tenant rent is subject to change in accordance with HUD requirements.

The lease must specify the initial amount of the tenant rent at the beginning of the initial lease term, and the PHA must give written notice stating any change in the amount of tenant rent and when the change is effective.

PHA Policy

The tenant rent is due and payable at the PHA-designated location on the first of every month. If the first falls on a weekend or holiday, the rent is due and payable on the first business day thereafter.

If a family's tenant rent changes, the PHA will notify the family of the new amount and the effective date by sending a "Notice of Rent Adjustment" which will become an attachment to the lease.

EXHIBIT A

RENT COLLECTION POLICY

1. Rent is due and payable on the 1ST day of the month.
2. Rent is delinquent after the 5TH calendar day of the month.
3. Late charges for delinquent rent payments are as follows:

Failure to pay on or before the 5th calendar day of the month shall result in the assessment of a \$25.00 late charge.
4. Residents who do not pay their rent in full by the 5th calendar day of the month shall receive a written notice from the Richmond Housing Authority (hereinafter "Authority"), indicating that the Authority intends to terminate the lease agreement in 14 days if the rent is not paid in full, including late charges.
5. The above 14 day notice shall provide the Resident with the full 14 days to pay the rent and late charges before court action is initiated.
6. The 14 day notice shall advise the Resident of said Resident's right to make some reply as the Resident may wish and of the Resident's right to request a hearing in accordance with the Authority's Grievance Procedure.
7. If the Resident has not paid the rent in full, plus late charges, at the end of the 14 day period, the case will be turned over to the Authority's attorney for filing a complaint with the Contra Costa County Superior Court, requesting a Judgment for Possession. At that time, legal fees and court filing costs shall be posted to the Resident's account.

A notice will be delivered to the Resident informing said Resident that such action has been taken.

8. If a Judgment for Possession is granted by the Court, a Warrant for Removal will be obtained, served upon the Resident by the Constable, and upon the day designated, the Resident will be removed from the unit. The Resident shall be given 10 days in which to remove all personal belongings from the unit. The Resident must make arrangements with the Authority to gain access to the unit for such removal.
9. A Resident that is late in paying said Resident's rent three (3) or more times in one calendar year shall be deemed "habitually delinquent," and may be subject to immediate eviction proceedings.
10. No partial payments will be accepted towards rent. No payment will be accepted unless all outstanding charges and balances are included in the payment.
11. No two-party personal checks will be accepted.
12. There will be a \$20.00 return check fee plus any applicable late fees imposed on the Resident's account for checks returned for insufficient funds.
13. If a personal check for rent is returned for insufficient funds, no further personal checks will be accepted from that Resident. Payment thereafter must be made by money order.
14. The Authority shall make all reasonable efforts to collect Resident's accounts receivable, which shall include rent owed, late charges, court costs, attorney fees, unit damages, etc.
15. Whenever possible the Authority shall obtain, prior to the Resident moving out, a written agreement setting forth the terms of payment. If such an agreement cannot be obtained, or if the former Resident defaults on the agreement, the Authority will file a claim in Small Claims Court.
16. Wherever possible and necessary, attempts will be made to garnish the former Resident's salary. If all reasonable efforts by the Authority to collect accounts receivable are unsuccessful, the case will be referred to a collection agency.
17. In accordance with HUD regulations at 24 CFR 5.233 the Authority will report the amount of any balance owed to the PHA in the Debts Owed module of the Enterprise Income Verification system at the conclusion of the Resident's program participation.
18. When vacated Residents' accounts have not been collected after all reasonable efforts have been made, the Board of Commissioners, based on the recommendations of the Executive Director, will charge off such amounts as collection losses. Such write-offs shall be considered at least annually by the Board of Commissioners.

Non-emergency Repairs

PHA Policy

The PHA will correct non-life threatening health and safety defects within 15 business days of the inspection date. If the PHA is unable to make repairs within that period due to circumstances beyond the PHA's control (e.g. required parts or services are not available, weather conditions, etc.) the PHA will notify the family of an estimated date of completion.

The family must allow the PHA access to the unit to make repairs.

Resident-Caused Damages

PHA Policy

Damages to the unit beyond wear and tear will be billed to the tenant in accordance with the policies in 8-I.G., Maintenance and Damage Charges.

Repeated or excessive damages to the unit beyond normal wear and tear will be considered a serious or repeated violation of the lease.

Housekeeping

PHA Policy

Residents whose housekeeping habits pose a non-emergency health or safety risk, encourage insect or rodent infestation, or cause damage to the unit are in violation of the lease. In these instances, the PHA will provide proper notice of a lease violation.

A reinspection will be conducted within 30 days to confirm that the resident has complied with the requirement to abate the problem. Failure to abate the problem or allow for a reinspection is considered a violation of the lease and may result in termination of tenancy in accordance with Chapter 13.

Notices of lease violation will also be issued to residents who purposely disengage the unit's smoke detector. Only one warning will be given. A second incidence will result in lease termination.

Smoke Free Policy

EXHIBIT B

PHA Policy

The City of Richmond's Smoke-Free Housing Law became effective on January 1, 2011. The law can be found on the City of Richmond's website at www.ci.richmond.ca.us. The Housing Authority has adopted this policy for its public housing properties. The following summarizes the provisions of the law:

All Multi-Unit Residences Must Be Smoke-Free

- > All multi-unit residences containing 2 or more units shall be non-smoking (includes private outdoor spaces such as balconies, patios, and decks).

Provide Notice to Tenants

- > Landlords must notify tenants regarding the law and the required lease terms.

Smoke-Free Common Areas

- ✔ Smoking is prohibited in all common areas.
- > Landlord may designate a portion of the outdoor area for smoking.
- ✔ A designated smoking area:
 - Must be located at least 25-feet in any direction from an area in which smoking is prohibited (unless 25-feet is not feasible);
 - Must be at least 25-feet away from outdoor areas primarily used by children;
 - Must not be more than 25% of the total outdoor area;
 - Must have a clearly marked perimeter;
 - Must be identified by conspicuous signs; and
 - Must not overlap with any area in which smoking is prohibited by state or federal law.

Required Lease Terms

Landlords must add a smoke-free addendum to their current month-to-month and new leases:

- > Required Lease Terms:
 - Clause stating that smoking is prohibited in the unit.
 - Clause stating it is a material breach of the lease to:
 - (1) Violate any law regulating smoking while on the premises;
 - (2) Smoke in the unit; and
 - (3) Smoke in the common area.
 - Clause stating that all occupants of the multi-unit residence are express third-party beneficiaries of requirement 1 and 2 above.
- > Landlord shall maintain a diagram that illustrates the precise location of the designated smoking area, which shall accompany every lease or agreement.
- > California Apartment Association Form 34.0 (Tobacco Smoke-Free Areas Addendum) can be used to comply with the new law.

Posting Signs

- > Landlords (or those with legal control over the common areas, entrances and exits) must post "No Smoking" signs with letters no less than one inch in height or the international "No Smoking" symbol in the following locations:

- Common areas;
- Every entrance and exit; and
- Every floor near the elevator bank
- > "No Smoking" signs are not required at the individual entrance and exits of each multi-unit residence.

Enforcement

- > A person will be fined \$100 for smoking in his/her unit or in the common areas.
- > Violations of the Smoke-Free Housing Law can be subject to a civil action brought by the City of Richmond, punishable by a fine not less than \$250 and not exceeding \$1,000 per violation.
- > A private enforcer may bring a civil action against a person for violating the law.

Landlord Not Liable If Complies with Law

- > Landlord is not liable for a tenant's violation of the law if the Landlord fully complies with the law.

EXHIBIT C

Sealed Bids or Requests for Proposal (Required over \$10,000):

All materials, equipment or services which, in the aggregate, exceed the value of the simplified acquisition threshold amount of \$10,000 shall be procured by the Procurement Officer or designee. A contract, rather than a purchase order is used to set up the account payable.

It is a violation of the Federal procurement standards to break up a large procurement into smaller components to avoid sealed bidding.

Contracts for the purchase of supplies and services of an aggregate annual value of \$25,000 or more shall be awarded by compliance with the competitive sealed bidding procedures contained in this Section. For procurements exceeding \$25,000, Letters of Intent shall not be issued before competitive quotes, bids, or proposals have been solicited and awarded.

All purchases in this sealed bids or request for proposal category must be reflected in a written contract. The RHA shall use the RHA's own form of contract. The contract will include specifications or a statement of work, the price and other information, as applicable. The contract will include all HUD Mandatory clauses included in Table 5.1 of HUD Handbook 7460.8 REV 2. For construction or maintenance contracts over \$ 2,000, the Contracting Officer or delegated staff shall incorporate forms HUD 5370-EZ and HUD 5370-C.

Competitive Sealed Bidding Procedures:

- (1) **Invitation For Bids and Notice To Contractors.**
An Invitation For Bids or Notice To Contractors shall be issued by the RHA Buyer II, and shall include adequate specifications and all contractual terms and conditions applicable to the procurement.
- (2) **Adequate Number of Bidders Solicited.**
Invitation For Bids or Notice To Contractors shall be distributed to a large enough group of potential suppliers and contractors, consistent with the size and nature of the purchase to obtain adequate competition. Where practicable, the Buyer II shall notify all suppliers and contractors on the City of Richmond's centralized Source Selection Database for the commodity or service to be purchased, and post a notification of the solicitation on the RHA website.
- (3) **Public Notice.**
Adequate public notice of the solicitation shall be given not less than once each week for two consecutive weeks before the date set forth therein for the opening of bids. Such notice may include, but shall not be limited to, publication in a newspaper of general circulation, posting in a public place, and/or publication in electronic form including, but

RHA Procurement Standard Operating Procedures, page 9