PROPOSED

ANNUAL PHA PLAN

FOR FISCAL YEAR 2019

Adopted _________________

Resolution #_______________
**Purpose.** The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA’s mission, goals and objectives for serving the needs of low-income, very low-income, and extremely low-income families.

**Applicability.** Form HUD-50075-SM is to be completed annually by Small PHAs. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, HCV-Only PHA, or Qualified PHA do not need to submit this form.

**Definitions.**

1. **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments.

2. **Small PHA** – A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, and that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.

3. **Housing Choice Voucher (HCV) Only PHA** – A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.

4. **Standard PHA** – A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS or SEMAP assessments.

5. **Troubled PHA** – A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.

6. **Qualified PHA** – A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

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### A. PHA Information.

<table>
<thead>
<tr>
<th>A.1</th>
<th>PHA Name: HOUSING AUTHORITY OF THE CITY OF LIVERMORE</th>
<th>PHA Code: CA074</th>
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<tbody>
<tr>
<td>PHA Type:</td>
<td>□ Small  □ High Performer</td>
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<tr>
<td>PHA Plan for Fiscal Year Beginning:</td>
<td>(MM/YYYY): 07/2018</td>
<td></td>
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<tr>
<td>PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)</td>
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<tr>
<td>Number of Public Housing (PH) Units:</td>
<td>125</td>
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<tr>
<td>Number of Housing Choice Vouchers (HCVs):</td>
<td>723</td>
<td></td>
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<tr>
<td>Total Combined:</td>
<td>848</td>
<td></td>
</tr>
<tr>
<td>PHA Plan Submission Type:</td>
<td>□ Annual Submission □ Revised Annual Submission</td>
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**Availability of Information.** In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at each Asset Management Project (AMP) and main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website. PHAs are also encouraged to provide each resident council a copy of their PHA Plans.

**PHA Consortia:** (Check box if submitting a Joint PHA Plan and complete table below)

<table>
<thead>
<tr>
<th>Participating PHAs</th>
<th>PHA Code</th>
<th>Program(s) in the Consortia</th>
<th>Program(s) not in the Consortia</th>
<th>No. of Units in Each Program</th>
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<tr>
<td>Lead PHA:</td>
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Page 1 of 4

form HUD-50075-SM (12/2014)
### B. Annual Plan Elements Submitted with 5-Year PHA Plans

Required elements for all PHAs completing this document in years in which the 5-Year Plan is also due. This section does not need to be completed for years when a PHA is not submitting its 5-Year Plan. See Section C for required elements in all other years (Years 1-4).

#### B.1 Revision of PHA Plan Elements

(a) Have the following PHA Plan elements been revised by the PHA since its last [Five-Year PHA Plan](#) submission?

<table>
<thead>
<tr>
<th></th>
<th>Y</th>
<th>N</th>
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<tbody>
<tr>
<td>Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions.</td>
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<tr>
<td>Financial Resources.</td>
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<tr>
<td>Rent Determination.</td>
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<td>Homeownership Programs.</td>
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<tr>
<td>Substantial Deviation.</td>
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<tr>
<td>Significant Amendment/Modification</td>
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</table>

(b) The PHA must submit its Deconcentration Policy for Field Office Review.

(c) If the PHA answered yes for any element, describe the revisions for each element below:

#### B.2 New Activities

(a) Does the PHA intend to undertake any new activities related to the following in the PHA’s current Fiscal Year?

<table>
<thead>
<tr>
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<th>Y</th>
<th>N</th>
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<tbody>
<tr>
<td>Hope VI or Choice Neighborhoods.</td>
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<tr>
<td>Mixed Finance Modernization or Development.</td>
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<tr>
<td>Demolition and/or Disposition.</td>
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<tr>
<td>Conversion of Public Housing to Tenant Based Assistance.</td>
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<tr>
<td>Conversion of Public Housing to Project-Based Assistance under RAD.</td>
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<tr>
<td>Project Based Vouchers.</td>
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<tr>
<td>Units with Approved Vacancies for Modernization.</td>
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<tr>
<td>Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).</td>
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</table>

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process. If using Project-Based Vouchers (PBVs), provide the projected number of project based units and general locations, and describe how project basing would be consistent with the PHA Plan.

#### B.3 Progress Report

Provide a description of the PHA’s progress in meeting its Mission and Goals described in the PHA 5-Year Plan.
### C. Annual Plan Elements Submitted All Other Years (Years 1-4)

Required elements for all other fiscal years. This section does not need to be completed in years when a PHA is submitting its 5-Year PHA Plan.

#### C.1. New Activities

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<tbody>
<tr>
<td>Y</td>
<td>N</td>
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</table>

- ☒ Hope VI or Choice Neighborhoods.
- ☒ Mixed Finance Modernization or Development.
- ☒ Demolition and/or Disposition.
- ☒ Conversion of Public Housing to Tenant-Based Assistance.
- ☒ Project Based Vouchers.
- ☒ Other Capital Grant Programs (i.e., Capital Fund Community Facilities Grants or Emergency Safety and Security Grants).

(b) If any of these activities are planned for the current Fiscal Year, describe the activities. For new demolition activities, describe any public housing development or portion thereof, owned by the PHA for which the PHA has applied or will apply for demolition and/or disposition approval under section 18 of the 1937 Act under the separate demolition/disposition approval process.

(c) If using Project-Based Vouchers, provide the projected number of project-based units, general locations, and describe how project-basing would be consistent with the PHA Plan.

The Livermore Housing Authority plans to execute a Housing Assistance Payment (HAP) contract for eight (8) project-based units at Stoney Creek Apartments located in the city of Livermore. This is consistent with the PHA Plan element by preserving and increasing the number of housing units available to low-income, very low-income, and extremely low-income residents.

(d) The PHA must submit its Deconcentration Policy for Field Office Review.

See Attachment A.

#### C.2. Certification Listing Policies and Programs that the PHA has Revised since Submission of its Last Annual Plan

Form **50077-SM, Certification of Compliance with PHA Plans and Related Regulations**, including Item 5 must be submitted by the PHA as an electronic attachment to the PHA Plan. Item 5 requires certification on whether plan elements have been revised, provided to the RAB for comment before implementation, approved by the PHA board, and made available for review and inspection by the public.

See Attachment B.

### D. Other Document or Certification Requirements for Annual Plan Submissions

Required in all submission years.

#### D.1. Civil Rights Certification.

Form **50077-SM-HP, Certification of Compliance with PHA Plans and Related Regulations**, must be submitted by the PHA as an electronic attachment to the PHA Plan.

See Attachment C.

#### D.2. Resident Advisory Board (RAB) Comments.

(a) Did the RAB(s) provide comments to the PHA Plan?

<p>| | |</p>
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<tr>
<td>Y</td>
<td>N</td>
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If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.

Pending public hearing scheduled for April 4, 2018.

#### D.3. Certification by State or Local Officials.

Form **HUD 50077-SL, Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan**, must be submitted by the PHA as an electronic attachment to the PHA Plan.

See Attachment D (pending completion by Alameda County Home Consortium).
<table>
<thead>
<tr>
<th>E</th>
<th><strong>Statement of Capital Improvements.</strong> Required in all years for all PHAs completing this form that administer public housing and receive funding from the Capital Fund Program (CFP).</th>
</tr>
</thead>
</table>
| E.1 | **Capital Improvements.** Include a reference here to the most recent HUD-approved 5-Year Action Plan (HUD-50075.2) and the date that it was approved by HUD.  

See Attachment E (Approved by HUD on 08/09/2017). |
Chapter 12

DECONCENTRATION AND INCOME TARGETING

A. INCOME TARGETING

Not less than 40 percent of the families admitted to the LHA’s public housing program during the LHA fiscal year from the LHA waiting list shall be extremely low income families.

B. DECONCENTRATION AND INCOME MIXING

Per 24CFR Part 903, Rule to Deconcentrate Poverty and Promote Integration in Public Housing, the Livermore Housing Authority is exempt from application of the requirement. The Livermore Housing Authority operates one family public housing development (Leahy Square Apartments).
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Certification of Compliance with PHA Plans and Related Regulations (Small PHAs)

PHAs are required to certify compliance with the PHA Plans and related regulations. The following certifications and agreements must be met:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
8. For a PHA Plan that includes a policy for site based waiting lists:
   - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
• The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;

• Adoption of site-based waiting lists would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;

• The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;

• The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).

9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.


11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low- or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).

14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.

15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.

16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.

17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.

18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).

19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.

20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.

21. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).

HOUSING AUTHORITY OF THE CITY OF LIVERMORE  CA074

PHA Name  PHA Number/LHA Code

______ 5-Year PHA Plan for Fiscal Years 20___-20___ Annual PHA Plan for Fiscal Year 20__

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Title

MARY RIZZO-SHUMAN CHAIRPERSON, BOARD OF COMMISSIONERS

Signature Date
SUMMARY OF CHANGES TO PHA POLICIES, PROGRAMS, AND PLAN COMPONENTS

Below is a summary of Livermore Housing Authority policies, programs, and plan components that have been revised since submission of its last Annual PHA Plan.

Public Housing Program Smoke-Free Policy

- Adopted smoke-free policy prohibiting smoking inside all Public Housing dwellings, office, common areas, and outside areas within 25 feet of said buildings.

- Amended lease agreements to include smoke-free policy and terms of enforcement for non-compliance.
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THE HOUSING AUTHORITY OF THE CITY OF LIVERMORE (Management) leases to (Tenant) the apartment described above under the terms and conditions stated herein.

1. TERM OF LEASE
   This Lease is for an initial term of 12 months.

2. RENEWAL OF LEASE
   The lease will be automatically renewed for all purposes, except for noncompliance with the community service requirements.

3. MEMBERS OF HOUSEHOLD
   Only the following persons may live in the apartment with the named tenant:

<table>
<thead>
<tr>
<th>NAME</th>
<th>RELATIONSHIP</th>
<th>BIRTH DATE</th>
<th>SOCIAL SECURITY #</th>
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   The family must promptly inform Management of the birth, adoption or court-awarded custody of a child. The family must request Management approval to add another family member as an occupant of the unit.

4. TENANT’S RIGHT TO USE, GUEST
   Tenant shall not have boarders or lodgers. Tenant shall have the right to the exclusive use and occupancy of the apartment. Tenant may have guests or visitors for up to seven (7) consecutive days, but guests may not stay more than once in a five (5) week period at the development site. Management’s prior written approval is required if a guest is to stay beyond the initial seven (7) days. Tenant may request that guests stay for a longer period by making a written request to Management stating how long the guest(s) is to stay, name of guest(s), and the reason for staying. Management will promptly respond in writing to the request. With prior written approval from Management, Tenant may have foster children care or live-in aides as members of Tenant’s family. If a guest(s) behavior is determined unacceptable by Management, Management may
require that the guest leave the site immediately. The Tenant is responsible for their guests, and may be evicted because of a guest’s behavior.

5. PAYMENTS DUE UNDER THE LEASE
1) The first rent payment for the period beginning ______________ and ending ______________, is $ __________. This payment is due at the time this Lease is signed.
2) The monthly rent of $ ________ is due on or before the first day of each month beginning ______________.
3) In the event this Lease is terminated by Tenant, as provided in Section 17, any rental refund due Tenant shall be prorated daily after the date of expiration of the thirty (30) day notice period. In the event Tenant vacates the premises without notice, Tenant shall be charged rent on a prorated daily basis for the shorter of the following time periods: (I) the number of days necessary for Management to re-rent the apartment, or (ii) for thirty (30) days after Management learns of vacancy.
4) Tenant is transferring from another Management operated apartment, payment of any unpaid balance due under the previous Lease shall be paid in full prior to the transfer, or if acceptable to Management, shall become a part of the consideration of this Lease.
5) Late Charge: Tenant agrees to pay the sum of $15.00 as fixed damages for added administrative expense to the Authority when delinquent in paying rent or other obligations owing to the Authority. The late charge shall commence on the eighth day of the month.
6) Repeated late payment, which shall be defined as failure to pay the amount of rent before the eighth of the month, is a violation of the Lease. Four (4) such late payments within a 12-month period shall constitute a repeated late payment.

6. SECURITY DEPOSIT
Tenant agrees to pay $300.00, as a security deposit. The Authority shall not charge a higher Security Deposit for Tenants with disabilities that use wheelchairs and/or have service or companion animals necessary as a reasonable accommodation. The Security Deposit shall be used by Management at Lease termination toward cost of repairing any intentional or negligent damages to the apartment and cleaning of the premises caused by Tenant, members of the household, guests, or associates, and to pay any rent or other charges owed by Tenant. The Security Deposit shall not be used to pay rent or other charges while the Tenant occupies the apartment. Payment of the Security Deposit is to be made upon occupancy. Management agrees to return the Security Deposit or any balance of the deposit within twenty-one days after Tenant vacates the apartment. If any deductions are made, Management will send Tenant a written statement of any such costs for damages and/or other charges deducted from the Security Deposit.

7. UTILITIES, SERVICES AND EQUIPMENT FURNISHED BY MANAGEMENT
Management will furnish water, garbage collection, and sewer service. A range, refrigerator, one portable air conditioner and a washer and dryer hook-up are provided. Residents will be required to provide and maintain their own washers and dryers. Management may charge for excess usage of water. Tenant is responsible for paying the full cost of any other utilities used. Management is not responsible for failure to furnish utilities by reason of any cause beyond its control. Tenant must provide all deposits as required by the utility company.

8. MAINTENANCE AND REPAIR CHARGES
Tenant shall pay such charges for the repair of those damages which are beyond normal wear and tear, to the apartment, development buildings, facilities or common areas and for cleaning and extermination made necessary by the action(s) or neglect of the Tenant, members of household, or guests.

Adopted by Board Resolution #2017-06-14B
Effective August 1, 2017
All charges shall be billed according to the schedule of Charges for Services or Repairs maintained in the Management Office. The charge schedule may be changed from time to time by Management and will be sent to Tenant thirty (30) days before its effective date. Such schedule or its revisions are incorporated by reference herein. The bill shall specify the damages, work done, and the cost. Charges assessed Tenant by Management for maintenance, repairs, and servicing are due and collectible in full, two weeks after written notice of the charges. Failure to pay may result in legal action. A $15.00 late charge for added administrative expense for an unpaid balance may also be charged after 60 days.

9. PAYMENT LOCATION
Rent and other charges can be paid at the main office located at 3203 Leahy Way, Livermore, Ca. 94550, or by mail. However, if needed as a reasonable accommodation for disability, the Authority shall make other arrangements for payment of rent. The accommodation arrangement will be in writing and signed by both parties. The Authority will not accept cash. Only money orders and personal checks will be accepted. There will be a $25.00 dishonored bank check (bounce check) fee. After one (1) bad check, we will only accept a money order.

10. DETERMINATION OF RENT, APARTMENT SIZE, ELIGIBILITY
The rent amount as fixed in Part 5 of the Lease Agreement is due each month until changes as described below.

a) The status of each family is to be re-examined at least once a year.

b) Tenant promises to supply the Authority, when requested, with accurate information about: family composition, age of family members, income and source of income of all family members, assets, and related information necessary to determine eligibility, annual income, adjusted income and rent.

Failure to supply such information when requested is a serious violation of the terms of the Lease, and the Authority may terminate the Lease.

All information must be verified. Tenant agrees to comply with the Authority’s requests for verification by signing releases for third-party sources, presenting documents for review, or providing other suitable forms of verification.

The Authority shall give Tenant reasonable notice of what actions Tenant must take and of the date by which any such action must be taken for compliance under this section. This information will be used by the Authority to decide whether the amount of the rent should be changed, and whether the apartment size is still appropriate for Tenant’s needs.

This determination will be made in accordance with the Admissions and Occupancy Policy, which is publicly maintained in the Project Office. A copy of the policies can be furnished on request at the expense of the person making the request.

Tenant agrees to transfer to an appropriate size dwelling unit based on family composition, upon appropriate notice by the Management that such a dwelling unit is available.

c) Rent will not change during the period between regular re-examinations, UNLESS during such period:

1) A person with income joins the household
2) Tenant can verify a change in his/her circumstances (such as decline in or loss of income) that would justify a reduction in rent. If a reduction is granted, Tenant must report subsequent increases in income within thirty (30) days of the occurrence.

3) It is found that the Tenant has misrepresented the facts upon which the rent is based so that the rent Tenant is paying is less than the rent that he/she should have been charged. The Authority then may apply an increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred, and may seek eviction.

d) Rent formulas or procedures are changed by Federal law or regulation.

All changes in family composition must be reported to the Housing Manager within thirty (30) days of the occurrence. Failure to report within the thirty (30) days may result in a retroactive rent charge, and possible eviction.

This Lease will NOT be revised to permit a change of family composition resulting from a request to allow adult children to move back into the unit. An exception will be made if it is determined that the move-in of a single adult child is essential for the mental or physical health of Tenant.

e) Rent Adjustment: Tenant will be notified in writing of any rent adjustment due to the situations described above. All notices will state the effective date of rent adjustment.

1) In the case of a rent decrease, the adjustment will become effective on the first day of the month following the reported change in circumstances provided Tenant reported the change by the 15th of the month.

2) In case of a rent increase, when an increase in income occurs after a prior rent reduction and is reported within thirty (30) days of the occurrence the increase will become effective the first day of the 2nd month following the month in which the Authority notifies the Tenant of the law or regulatory change.

3) In the case of a rent increase due to a change in Federal law or regulations, the increase will become effective the first day of the second month following the month in which the Authority notifies the Tenant of the law or regulatory change.

4) In the case of a rent increase due to misrepresentation, failure to report a change in family composition, or failure to report an increase in income (after a reduction in rent per the fixed rent policy), the Authority shall apply the increase in rent retroactive to the first of the month following the month in which the misrepresentation occurred. The Authority may also pursue eviction.

5) When the Management predetermines the amount of rent payable by the tenant, not including determination of the Phi’s schedule of Utility Allowances for families in the Phi’s Public Housing Program, or determines that the tenant must transfer to another unit based on family composition, the Management shall notify the tenant that the tenant may ask for an explanation stating the specific grounds of the determination, and that if the tenant does not agree with the determination, the tenant shall have the right to request a hearing under the PHI grievance procedure.

Adopted by Board Resolution #2017-06-14B
Effective August 1, 2017
11. OBLIGATIONS OF TENANT, MEMBER OF HOUSEHOLD, AND GUESTS

Tenant is obligated to comply with the following rules. Tenant is also responsible for causing members of
the household and guests to comply with the following:

a) To pay rent when due.
b) Tenant shall report within thirty (30) days of occurrence, any change in the household composition (such
   as changes in the number of persons in the household). Failure to do so will result in a Lease violation,
   which may cause Management to take steps to terminate the Lease.
c) Not to assign the Lease, nor sublease the apartment.
d) Not to provide housing for boarders or lodgers.
e) To use the apartment solely as a private apartment for Tenant and Tenant’s household, as identified in
   Section 3 and 4, and not to use the apartment or permit its use for any other purpose.
f) To abide by all regulations issued by Management for the benefit and well being of the housing
development and its Tenants. These regulations shall be maintained in the Management office and
   incorporated by reference in this Lease. Violations of such regulations constitute a violation of the
   Lease. (The regulations include Leahy Square Parking Policy, Schedule of Maintenance Charges, HUD
   regulations, Administrative Plan, etc.)
g) To keep the apartment in a clean and safe condition.
h) To dispose of all garbage, rubbish, cooking oil, automotive fluids, and other waste from the premises in
   a sanitary and safe manner only in containers approved by Management.
i) To use in a reasonable manner all electrical, plumbing, heating, sanitary, ventilating, air conditioning,
   and other facilities in the development building and common areas.
j) To refrain from scattering rubbish, destroying, defacing, damaging, or removing any part of the
   apartment or development.
k) To pay reasonable charges, (other than for normal wear and tear), for the repair of damages to the
   apartment, development buildings, facilities, or common areas caused by Tenant, members of the
   household, or guests.
l) To conduct himself/herself and cause other persons who are in the apartment or in the common areas of
   the development with Tenant’s consent to conduct themselves in a manner which will not disturb
   neighbor’s peaceful enjoyment of their housing and which will assist in maintaining the development in
   a decent, safe, and sanitary condition.
m) To assure that the Tenant, any member of the household, guest, or another person under Tenant’s
   control, shall not engage in:
   1) Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the
   Authority’s housing premises of other residents or employees of the Authority.
   2) Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the
   preceding sentence shall be cause for termination of tenancy, and for eviction from the apartment.
   (For the purposes of this Lease, the term drug-related activity means the illegal possession,
   manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use,
   of a controlled substance.
   3) Any civil activity covered by 24 CFR part 965, subpart G, any smoking of prohibited tobacco
   products in restricted areas, as defined by 24 CFR 965.653(a), (b), (c), (1), & (2), or anywhere within
   the boundaries of the Leahy Square property, including in any vehicle parked on public housing
   property.
   4) Any abuse or a pattern of abuse of alcohol that affects the health, safety, or right to peaceful
   enjoyment of the premises by other residents.

n) To make no alterations or repairs or redecorations to the interior of the apartment or to the equipment,
   nor to install additional equipment, or major appliances (personal refrigerators, freezers, or air
   conditioners) without written consent of the Authority. To make no changes to locks or install new locks
on exterior doors without the Authority’s written approval. Any carpeting must have prior written
approval of Management. Waterbeds are not allowed. TV or CB antennas are not allowed on the
building or in the patios. Small satellite dishes may be approved by Management.

o) Residents must have prior approval of the management before moving a pet into their unit. Household
pets under 30 pounds are allowed with a refundable deposit of $200.00 and residents agreement to
maintain the pet responsibly in accordance with applicable State and local public health, animal control
and anti-cruelty laws and regulations, and in accordance with the PHI policy. A copy of the policy will
be provided to each pet owner and will be on file in the management office for review. This policy does
not affect pre-existing regulations covering pet ownership for residents that are elderly. Animals that
assist, support or provide service to persons with disabilities are also not affected.

p) Not to display on or about the premises any signs, advertisement goods, or services without prior written
approval of Management.

q) Not to commit any fraud in connection with any Federal housing assistance program, and not to receive
assistance for occupancy of any other unit assisted under any Federal housing assistance program during
the term of the Lease.

r) To pay promptly any utility bills for utilities supplied to Tenant by a direct connection to the utility
company, and to avoid disconnection of utility service for such utilities.

s) To act in a cooperative manner with neighbors and the Authority’s staff. To refrain from and cause
members of Tenant’s household or guests to refrain from acting or speaking in an abusive or threatening
manner toward neighbors and the Authority’s staff.

t) To use reasonable care to keep the apartment in such condition as to ensure proper health and sanitation
standards for Tenant, household members and neighbors. Tenant shall report any vandalism to
apartment or grounds. TENANT SHALL NOTIFY THE AUTHORITY PROMPTLY OF KNOWN
NEED FOR REPAIRS TO THE APARTMENT, and of known unsafe or unsanitary conditions in the
apartment or in common areas and grounds of the development. Tenant’s failure to report the need for
repairs in a timely manner shall be considered to contribute to any damage that occurs.

u) To remove any personal property left on Authority property when Tenant leaves, abandons or surrenders
the apartment. Property left for more than the number of days set by California State Law, shall be
considered abandoned and will be disposed of by the Authority. Costs for storage and disposal shall be
assessed against the former Tenant.

v) 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 (e.g. discharge any type of firearm, air
gun, slingshot, or missile device, or fireworks, or the inappropriate display or brandishing of a weapon).

w) To park operable vehicle in assigned space and be responsible to see that guests park in unmarked or
visitor spaces only. To remove from Authority property any vehicles without valid registration and
inspection stickers. To refrain from parking any vehicles in any right-of-way or fire lane designated and
marked by the Authority. Any inoperable or unlicensed vehicle as described above will be removed
from Authority property at Tenant’s expense. Automobile repairs are not permitted on project site.

x) To comply with community service or self-sufficiency program requirements.

y) To comply with all obligations imposed upon tenants by applicable provisions of building and housing
codes materially affecting health and safety.

z) Hazardous Defects: 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 or at the apartment or on the
development site, and to exercise particular caution with respect to children playing with matches and/or
lighters. In the event the premises are damaged or that conditions created are hazardous to life, health, or
safety of the occupants;

1) Tenant shall immediately notify Management of the damage.

Adopted by Board Resolution #2017-06-14B
Effective August 1, 2017
2) Management shall be responsible for repair of the apartment within a reasonable time. If Tenant, members of the household or guests, causes the damage Tenant shall pay the reasonable costs of repair.

5) Management shall offer decent, safe, and sanitary alternative housing, if available, when necessary repairs cannot be made in a reasonable time.

6) Management shall make an offer of alternative housing if available. In the event repairs are not made within a reasonable time, or alternative housing is not available, Tenant shall pay a lower rent in proportion to the seriousness of the damage. Tenant shall not pay a lower rent if he/she refuses the decent, safe, and sanitary alternative housing or if Tenant, members of the household or guests caused the damage.

7) The Authority will seek eviction when a fire is caused by the Tenant because of careless housekeeping, leaving flammable items in reach of children or guests, intentionally set by the Tenant (also by member of the household, or guests, including unsupervised children), or Tenant refuses to pay the cost of repairs, at least the Authority’s insurance deductible.

12. MANAGEMENT’S OBLIGATIONS
a) Maintain the apartment, development buildings, facilities, and common areas in a decent, safe, and sanitary condition.

b) Comply with the requirements of the applicable building codes, housing codes, and regulations of the Department of Housing and Urban Development (HUD), materially affecting health and safety.

c) Make necessary repairs to the apartment and surrounding areas.

d) Keep development buildings, facilities, and common areas, not otherwise assigned to the Tenant for maintenance and upkeep, in a clean and safe condition.

e) Maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances supplied or required to be supplied by Management.

f) Provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of an individual Tenant family) for the deposit of trash, garbage, rubbish and other waste removal from the premises by Tenant in accordance with Section 11, Paragraph (h).

g) Supply running water and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year, except where heat or hot water is generated by an installation within Tenant’s exclusive control and is supplied by a direct utility connection.

h) To notify the Tenant of the specific grounds for any proposal adverse action by Management. This may include, but is not limited to, proposed Lease termination, transfer of Tenant to another unit, or charges for repairs. Also, when the Authority is required to offer the Tenant a hearing under the Authority’s Grievance Procedure.

i) Reasonable Accommodations: Housing providers must make reasonable accommodations in Lease and other policy requirements when requested by a qualified resident with disabilities. The concept of reasonable accommodation involves helping a resident meet essential Lease requirements; it does not require the lowering or waiving of essential requirements. Accommodations are not reasonable if they require a fundamental alteration in the nature of the program or impose undue financial and administration burdens on the housing provider. The Tenant will normally be required to pay for costs associated with the accommodation.

j) To offer resident family the choice annually to choose between flat rent and income-based rent.

13. INSPECTIONS AND ACCESS
a) Move-in Inspection: The Authority and Tenant or representative shall inspect the apartment prior to occupancy by Tenant. The Authority will give Tenant a written statement of the condition of the apartment, both inside and outside, and note any equipment provided with the apartment. The statement shall be signed

Adopted by Board Resolution #2017-06-14B
Effective August 1, 2017
by the Authority and Tenant and a copy of the statement retained in Tenant’s folder. The Authority, at no charge to Tenant, will correct any deficiencies noted on the inspection report.

b) Other Inspections: The Authority will inspect the apartment at least annually to check needed maintenance, Tenant housekeeping, and other Lease compliance matters. Tenant will receive a written statement of the charges, if any, for repairs or removal of non-approved alterations to the unit.

c) Move-out Inspection: The Authority will inspect the apartment at time Tenant vacates and give Tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant and /or representative may join in such inspection, unless Tenant vacates without notice to the Authority.

d) Management may enter Tenant’s apartment as follows:

1) Management shall provide Tenant with two days (48) hours written notice stating the purpose of performing routine inspection and/or maintenance, making improvements or repairs, or to show the premises for releasing.

2) Management may enter Tenant’s apartment at any time without advance notification when there is as reasonable cause to believe an emergency exists.

3) If Tenant and adult members of the household are absent at the time of entry, Management shall leave a written statement in the apartment, specifying the date, time, and purpose of entry.

14. NOTICES PROCEDURE

a) Tenant Responsibility: Any notice to the Housing Authority must be in writing, delivered to the Housing Authority’s Central Office, or sent by prepaid first-class mail, properly addressed.

b) Authority Responsibility: Notice to Tenant must be in writing, delivered to Tenant or to any adult member of the household residing in the apartment, or sent by prepaid first-class mail addressed to Tenant.

c) Unopened, canceled, first-class mail returned by the Post Office shall be sufficient evidence that notice was given, whether signed or unsigned.

d) If Tenant is visually impaired, all notices will be in an accessible format.

15. TERMINATION OF THE LEASE

This Lease may be terminated for the following violations of material terms of the Lease, such as failure to make payments due under the Lease or to fulfill Tenant Obligations set forth in Section 11 above, or for other good cause.

Such violation of terms shall include but not be limited to:

1) The failure to pay rent or other payments when due;

2) Repeated late payment, which shall be defined as failure to pay the amount of rent or other charges due by the 7th of the month. Four (4) such late payments within a 12-month period shall constitute a repeated late payment;

3) Failure to pay utility bills when Tenant is responsible for paying such bills directly to the supplier of utilities;

4) Misrepresentation of family income, assets, or composition;

5) Failure to supply, in a timely fashion, any certification, release information, or documentation on family income or composition needed to process annual reexaminations;

6) Serious or repeated damage to the apartment, creation of physical hazards in the unit, common areas, grounds, or parking areas of development;

7) Any civil activity covered by 24 CFR part 965, subpart G, any smoking of prohibited tobacco products in restricted areas, as defined by 24 CFR 965.653(a), (b), (c), (1), & (2), or anywhere within the boundaries of the Leahy Square property, including in any vehicle parked on public housing property.
8) Criminal activity by Tenant, household member, guest, or other person under Tenant’s control; including criminal activity that threatens the health, safety or right to peaceful enjoyment of the Authority’s public housing premises by other residents or employees, or any drug-related criminal activity on or off the premises;
9) Alcohol abuse that the Authority determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents;
10) Weapons or illegal drugs seized in an Authority apartment by a law enforcement officer;
11) Any fire on Authority premises caused by the Tenant, household member or guests’ actions or neglect;
12) Neighborhood disturbances by Tenant, household member or guests of Tenant;
13) Criminal or other activity by a member of the household that threatens the health or safety of PHI management staff.
14) Failure of a family member to comply with community service or self-sufficiency work is grounds only for non-renewal of the lease and termination of tenancy at the end of the twelve-month lease term.
15) Failure of family member to accept PHA offer of a new lease or lease revision.
16) Violation of a tenant obligation.

16. TERMINATION NOTICES BY MANAGEMENT
Management shall give written notice of the proposed termination of the Lease by:
a) A fourteen (14) day notice will be served on the 8th day of the month for non-payment of rent. The State required three (3) day Notice will be served after the fourteen (14) day notice expires.
b) A reasonable time, proportionate to the urgency of the situation (but not to exceed 30 days) in the case or creation or maintenance of a threat to the health or safety of other Tenants or Management’s employees. Under this provision, Management considers any fire caused by the action or failure to act on the part of the Tenant or guests as grounds for termination of the Lease for affected apartment or other apartment to which the Tenant and Tenant’s household have been transferred. Management also considers the sale or use of drugs or illegal narcotics by Tenant, members of household or guests as grounds for termination under this provision.
c) Thirty (30) Day Notice in all other cases.
d) The notice of termination of tenancy shall state reasons for the termination, and shall inform Tenant of the right to make such reply as the Tenant may wish; Tenant’s right to examine documents directly relevant to the termination or eviction; to afford the Tenant the opportunity for a grievance hearing when required.
e) The LHA may terminate the tenancy only for: Serious or repeated violation of material terms of the lease, such as the following: Failure to accept the PHA’s offer of a lease revision to an existing lease: that is on a form adopted by the PHA in accordance with CFR 966.3; with written notice of the offer of the revision at least 60 calendar days before the lease revision is scheduled to take effect; and with the offer specifying a reasonable time limit within that period for acceptance by the family.

17. TERMINATION OF LEASE BY TENANT
This Lease may be terminated by Tenant at any time by giving thirty (30) days written notice to Management. Tenant agrees to leave the apartment clean and in good condition, reasonable wear and tear excepted, remove all property and debris, and to return all keys and other borrowed items to Management immediately upon vacancy.

Adopted by Board Resolution #2017-06-14B
Effective August 1, 2017
18. OTHER REASONS FOR TERMINATION OF THE LEASE

a) The PHI will immediately terminate a resident’s tenancy if the PHI determines that any member of the household has ever been convicted of drug-related criminal activity for manufacture or production of metamphetamine on the premises of federally assisted housing.

b) If, through any cause, a signer of the Lease ceases to be a member of Tenant’s household, this Lease shall terminate. A new Lease may be executed and signed by the responsible remaining member of the household provided he/she conducts himself or herself as required by the terms and provisions of the Lease and the family continues to be eligible for low rent housing.

c) If Tenant transfers to another apartment operated by Management, this Lease shall terminate and a new Lease shall be executed by the Tenant for the apartment into which the family is to move.

d) The Management will evict by bringing a court action.

e) In criminal or civil activity evictions, Management shall have the discretion to consider all the circumstances of the case, including the seriousness of the offense, the extent of participation by family members, and the effects that the eviction would have on the family members not involved in the activity. When appropriate the Management may: permit continued occupancy by remaining family members; impose a condition that family members who engaged in the activity will not reside in the unit; require a family member who engaged in the illegal use of drugs to present evidence of successful completion of a treatment program as a condition to being allowed to reside in the unit.

f) When Management evicts an individual of family from a dwelling unit for engaging in criminal activity, including drug related criminal activity; Management will notify the local post office serving the dwelling unit that such individual or family is no longer residing in the dwelling unit.

19. ABANDONMENT OF PROPERTY

If Tenant is absent from the apartment fourteen (14) consecutive days and rent is owed, Tenant shall, at the option of Management, be considered to have abandoned the apartment. Any of Tenant’s remaining personal property shall be considered abandoned and may be disposed of by Management according to State law. Costs for storage and disposal shall be assessed against the former Tenant.

20. WAIVER OF LEASE PROVISIONS

Each and every term, covenant, and agreement herein contained shall be deemed a condition hereof. No oral agreements have been entered into, and this agreement shall not be modified unless such modification is reduced to writing and signed by Tenant and Management. Management’s waiver of any breach of any term or condition of this agreement by Tenant shall not constitute a waiver of subsequent breaches by Tenant. The invalidity or partial invalidity of any provision of this agreement shall not render the remainder of the agreement invalid or unenforceable. Management does not give up its rights to pursue an eviction if it collects rent knowing that Tenant has not fulfilled Tenant’s responsibilities under this Lease.

21. GRIEVANCE PROCEDURE

Disputes arising under this Lease concerning the obligations of Tenant or Management shall be resolved in accordance with the Grievance Procedure provided by Management, which is in effect at the time such grievance, or appeal arises. Such procedure is maintained in the Management Office and incorporated herein by reference. Excluded from the procedure are cases involving termination of tenancy for any activity, not just a criminal activity, that threatens the health, safety, or right to peaceful enjoyment of the premises by other Tenants or employees of the Authority, or any drug-related criminal activity on or off such premises, not just on or near such premises.

When the Management is not required to afford the tenant a hearing under the Grievance Procedure the Notice of Lease termination shall state that the tenant is not entitled to a grievance hearing on the termination; specify the judicial eviction procedure to be used by the Management for eviction and state that
HUD has determined that this eviction procedure provides the opportunity for a hearing in a court that contains the basic elements of due process; state whether the eviction is for criminal activity or for a drug-related criminal activity.

22. ATTORNEY FEES AND COURT COSTS
In the event that Management or Tenant shall commence with any legal action or proceeding against the other to enforce any covenant, term or condition of this Lease, the prevailing party shall be entitled to recover an award of reasonable attorney fees and court costs.

23. PROVISION FOR MODIFICATIONS
Changes to this Lease, other than changes in Tenant rent amount, shall be by written addendum signed by Tenant and Management.

a) The schedule of charges for services and repairs, occupancy policies, reexamination schedule, house rules, and grievance procedure, all incorporated into this Lease by reference, may be changed from time-to-time by Management. Tenant shall be given thirty (30) days written notice setting forth the proposed changes, the reasons for them, and providing Tenant with an opportunity to make written comments. Management shall take tenants written comments into consideration before the proposed changes become effective. Management, however, will have final say as to the determination as to the proposed changes and any considerations suggested by Tenant. A copy of notice shall be:
   1) Delivered directly or mailed to Tenant; or
   2) Posted in at least three (3) conspicuous places within the development site in which the affected apartments are located, as well as maintained at Management’s Central Office.

24. No-Smoking Policy – Lease Addendum
No-Smoking Policy/Lease Addendum is hereby added to this lease and becomes part of the Tenant’s obligation.

BY SIGNING BELOW, TENANT AND MANAGEMENT ENTER INTO THIS LEASE AGREEMENT, WHICH SHALL TAKE EFFECT ON THE “EFFECTIVE DATE” SHOWN ON THE TOP OF PAGE 1 OF THIS LEASE.

HOUSING AUTHORITY OF THE CITY OF LIVERMORE

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Adopted by Board Resolution #2017-06-14B
Effective August 1, 2017
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No-Smoking Policy – Lease Addendum

Tenant’s Name: _________________________________________ Unit #: __________

In accordance with PHI Notice-2012-25, 24 CFR 965.653 (a), (b), (c), (1), (2) Tenant and all members of the Tenant’s family or household are parties to a written lease with the Livermore Housing Authority (LHA). Effective August 1, 2017 the following additional terms, conditions, and rules are hereby incorporated into the Lease. A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease.

1. **Purpose of No-Smoking Policy.** The parties desire to mitigate the irritation and known health effects of secondhand smoke; the increased maintenance, cleaning, and redecorating costs from smoking; the increased risk of fire from smoking; and the higher costs of fire insurance for non-smoke-free buildings.

2. **Definition of Smoking.** The term “smoking” means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, or other tobacco product in any manner or in any form.

3. **Included in the Policy.** Tenant acknowledges that they will not be permitted to smoke cigarettes, cigars, pipes, water pipes (hukkahs), or ENDS (Electronic nicotine delivery systems).

4. **Smoke-Free Complex.** Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant’s household have been designated as a smoke-free living environment. Tenant and members of Tenant’s household shall not smoke anywhere in the unit rented by the Tenant, or anywhere within the boundaries of the property, including in any vehicle parked on the public housing property (Leahy Square) nor shall Tenant permit any guest or visitors under the control of Tenant to do so.

5. **No Smoking Policy Applies To.** All residents, visitors, contractors, volunteers, vendors, and LHA employees. Tenants and members of the household shall be responsible to enforce this No Smoking Policy as to their guest, invitees, and visitors to their residential units, and to:
   A. Comply with the Tenant Lease Agreement;
   B. Not smoke in any resident unit, Housing Authority offices, in any vehicle parked on the property or anywhere within the boundaries of the public housing property;
   C. Not cause or permit a nuisance;
   D. Not interfere, or cause or permit interference with, the reasonable peace, comfort or privacy of others;
   E. Be responsible for the behavior, conduct of their occupants and/or visitors to their unit, and ensure their compliance with the LHA’s No Smoking Policy inside and on the public housing property (Leahy Square).

6. **Tenant to Promote No-Smoking Policy and to Alert the LHA of Violations.** Tenant shall inform Tenant’s guest of the no-smoking policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant’s unit from sources outside of the Tenant’s apartment.

Adopted by Board Resolution #2017-06-14B
Effective August 1, 2017
7. **The LHA to Promote No-Smoking Policy.** The LHA shall post no-smoking signs at entrances and exits, common areas, hallways, playgrounds and in conspicuous places adjoining common areas of the apartment complex.

8. **LHA not a Guarantor of Smoke-Free Environment.** Tenant acknowledges that the LHA’s adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, do not make the LHA or any of its managing agents the guarantor of Tenant’s health or of the smoke-free condition of the Tenant’s unit and the common areas. However, LHA shall take reasonable steps to enforce the smoke-free terms of its lease. The LHA is not required to take steps in response to smoking unless the LHA knows of said smoking or has been given written notice of said smoking.

9. **Other Tenants are Third-Party Beneficiaries of Tenant’s Agreement.** Tenant agrees that the other Tenants at the complex are the third-party beneficiaries of Tenant’s smoke-free addendum agreements with the LHA. (In layman’s terms, this means that Tenant’s commitments in this Addendum are made to the other Tenant’s as well as to the LHA.) A Tenant may sue another Tenant for an injunction to prohibit smoking or for damages, but does not have the right to evict another Tenant. Any suit between Tenants herein should not create a presumption that the LHA breached this Addendum.

10. **Effect of Breach and Right to Terminate Lease.** A breach of this Lease Addendum shall give each party all the rights contained herein, as well as the rights in the Lease. A material breach of this Addendum shall be a material breach of the Lease and will be good cause for immediate termination or non-renewal of the Lease by the LHA. Additionally, if Tenant should breach this Addendum, Tenant shall reimburse the LHA for any all expenses incurred to restore the unit to a smoke-free condition.

11. **Disclaimer by LHA.** Tenant acknowledges that the LHA’s adoption of a smoke-free living environment, and the efforts to designate the rental complex as smoke-free, does not in any way change the standard of care that the LHA or managing agent would have to a Tenant household to render buildings and premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental property. The LHA specifically disclaims any implied or express warranties that the building, common areas, or Tenant’s premises will have any higher or improved air quality standards than any other rental property. The LHA cannot and does not warranty or promise that the rental premises or common areas will be free from secondhand smoke. Tenant acknowledges that the LHA’s ability to police, monitor, or enforce the agreements of this Addendum is dependent in significant part on voluntary compliance by Tenant and Tenant’s guest(s). Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice the LHA does not assume any higher duty of care to enforce this Addendum than any other LHA obligation under the Lease.

12. **Effects on Current Tenants.** Tenant acknowledges that current tenants residing in the complex under a prior lease may not be immediately subject to the No-Smoking Policy. As current tenants move out, or enter new leases, the smoke-free policy will become effective for their new unit or new lease.
13. **Cessation Resources.** All residents will be offered information regarding cessation programs and provided with access tools to assist them in quitting tobacco use, if they so choose.

14. **Violations:**
A violation of the tobacco-free Policy will be considered a material violation of the residential lease. LHA will utilize the following process to address the violations of the No Smoking Policy:

**1st Violation:**
Verbal Warning: A verbal warning will be given. LHA may provide smoking cessation materials.

**2nd Violation:**
Verbal Warning: A second verbal warning will be given. Resident to acknowledge verbal warning and sign agreement not to violate the policy again or face further action. LHA will provide smoking cessation materials.

**3rd Violation:**
Written Warning: A conference with tenant will be held in the management office and a written warning will be issued with a signed resident acknowledgement of the written warning received. LHA will provide smoking cessation materials.

**4th Violation:**
Final Written Warning: A Notice to Vacate with option to remedy will be issued to resident.

**5th Violation:**
A Notice to Vacate without option to remedy will be issued to resident.

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Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction’s initiatives to affirmatively further fair housing that require the PHA’s involvement and by maintaining records reflecting these analyses and actions.

HOUSING AUTHORITY OF THE CITY OF LIVERMORE

PHA Name

CA074

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Alfred Dulay

Title

Executive Director

Signature

Date
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Certification by State or Local Official of PHA Plans Consistency with the Consolidated Plan or State Consolidated Plan

I, _________________________________, the _____________________________________

I certify that the 5-Year PHA Plan and/or Annual PHA Plan of the

HOUSING AUTHORITY OF THE CITY OF LIVERMORE

is consistent with the Consolidated Plan or State Consolidated Plan and the Analysis of Impediments (AI) to Fair Housing Choice of the

ALAMEDA COUNTY HOME CONSORTIUM

pursuant to 24 CFR Part 91.

Provide a description of how the PHA Plan is consistent with the Consolidated Plan or State Consolidated Plan and the AI.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date
### Part I: Summary

**PHA Name:** HSG AUTH OF THE CITY OF LIVERMORE  
**PHA Number:** CA074  
**Locality (City/County & State):**  
- [x] Original 5-Year Plan  
- [ ] Revised 5-Year Plan (Revision No: )

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<th>Work Statement for Year 2 2018</th>
<th>Work Statement for Year 3 2019</th>
<th>Work Statement for Year 4 2020</th>
<th>Work Statement for Year 5 2021</th>
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## Part II: Supporting Pages - Physical Needs Work Statements (s)

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### Part II: Supporting Pages - Physical Needs Work Statements (s)

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Subtotal of Estimated Cost: $225,518.00
## Part II: Supporting Pages - Physical Needs Work Statements (s)

**Work Statement for Year 5 2021**

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