

**RESOLUTION
 CITY OF SAINT PAUL, MINNESOTA**

Presented by _____

1 WHEREAS, the Saint Paul Police Department needs authority to implement the attached agreement with
 2 the Public Housing Agency (PHA) of the City of Saint Paul to continue the "A Community Outreach
 3 Program" (ACOP) from April 1, 2011 through March 31, 2012; and
 4
 5 WHEREAS, since 1991 the PHA and the City of Saint Paul have collaborated to provide the community
 6 policing program known as ACOP to create a drug and crime-free environment for the safety and
 7 protection of residents, employees, and visitors in public housing developments; and
 8
 9 THEREFORE BE IT RESOLVED, that the city council authorizes the City of Saint Paul to enter into,
 10 Chief Thomas Smith to implement the attached agreement with PHA, which includes an indemnification
 11 clause. A copy of said agreement is to be kept on file and on record in the Office of Financial Services.

	Yeas	Nays	Absent
Bostrom			
Carter			
Harris			
Helgen			
Lantry			
Stark			
Thune			

Requested by Department of: _____

By: *T. Smith*

Approved by the Office of Financial Services

By: _____

Approved by City Attorney

By: _____

Adopted by Council: Date _____

Adoption Certified by Council Secretary

By: _____

Approved by Mayor: Date _____

By: _____

Approved by Mayor for Submission to Council

By: _____

CONTRACT FOR SUPPLEMENTAL POLICE SERVICES

This Contract is made and entered into this 1st day of April 2011 by and between the **PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL ("PHA")**, and the **CITY OF SAINT PAUL ("City")**, acting by and through its **DEPARTMENT OF POLICE ("Police Department")** pursuant to Minnesota Statute Section 471.59, for the provision of police services to improve the safety, security and livability of the PHA's public housing properties as identified below in this Contract.

WHEREAS, since 1991 the PHA and the City have collaborated to provide the community policing program known as A Community Outreach Program ("ACOP") to create a drug- and crime-free environment and to provide for the safety and protection of residents, employees and visitors in public housing developments; and

WHEREAS, the PHA desires to continue the ACOP program; and

WHEREAS, the City, by and through its Police Department, desires to assist in the effort by providing effective police services at PHA locations;

NOW, THEREFORE, the PHA and the City agree as follows:

Section 1. Scope of Services Provided by the City

The City agrees that the services rendered by the personnel assigned to the ACOP unit under this Contract (licensed, sworn police officers and non-sworn civilian employees) are in addition to baseline police services, and that routine police patrol and response to 911 calls in public housing developments will continue to be the responsibility of other Police Department personnel normally assigned to such duties in their areas. The level of these and other baseline police services will not be reduced.

The duties and responsibilities of the Police Department under this Contract shall include, but not be limited to:

- A. The City, by and through its Police Department, will assign one ACOP police officer of at least the rank of sergeant and additional police officers and civilian staff to perform specialized patrols to enforce all state and local laws. Sworn officers shall at all times remain part of, subject to and in direct relationship with the Police Department's chain of command and under Police Department rules, regulations and standard operating procedures.
- B. The City agrees to assign police officers to targeted areas during specified periods of time identified by the PHA and agreed upon by the Police Department. In the event that a police officer assigned to ACOP is injured or on leave, the City agrees to temporarily replace that officer if the leave extends beyond thirty (30) days.

- C. The City agrees that the Police Department will employ a community policing concept and that ACOP personnel will be based at PHA locations as mutually agreed between the PHA and the Police Department, including primarily all PHA Family Developments. As a secondary objective, ACOP personnel will also provide services at PHA Hi-Rise buildings as available. The City further agrees that the Police Department will develop and maintain communications with residents and will assist in developing or enhancing crime prevention programs in public housing communities.

The St. Paul PHA primary locations covered by this contract shall be:

- The McDonough site at 1544 Timberlake Road;
- The Mt. Airy site at 200 E. Arch St., which includes the Mt. Airy Hi-Rise & Valley Hi-Rise at 261 E. University Ave.;
- The Roosevelt site at 1575 Ames Ave; and
- The Dunedin site at 469 Ada St., which includes Dunedin Hi-Rise.

The St. Paul PHA secondary locations covered by this contract shall be:

- Central Hi-Rise at 554 W. Central Ave.;
- Cleveland Hi-Rise at 899 S. Cleveland Ave.;
- Edgerton Hi-Rise at 1000 Edgerton St.;
- Exchange Hi-Rise at 10 W. Exchange St.;
- Front Hi-Rise at 727 Front Ave.;
- Hamline Hi-Rise at 777 N. Hamline Ave.;
- Iowa Hi-Rise at 1743 E. Iowa Ave.;
- Montreal Hi-Rise at 1085 Montreal Ave.;
- Neill Hi-Rise at 325 Laurel Ave.;
- Ravoux Hi-Rise at 280 Ravoux St.;
- Seal Hi-Rise at 825 Seal St.;
- Wabasha Hi-Rise at 545 N. Wabasha St.; and
- Wilson Hi-Rise at 1300 Wilson Ave.

- D. The City agrees to collect and annually provide public data via the St. Paul Public Housing Crime Report, subject to federal and Minnesota state laws. This report will include, but not be limited to, crime statistics and breakdown by PHA property and the City of St. Paul. Quarterly reports of this information may be requested by the Executive Director or his designee. This Contract provides sufficient basis for the exchange between the City and the PHA of data and information described in the Contract. A request for information or data outside of the scope of this Contract shall be in writing.
- E. It is further agreed that, upon reasonable and proper notice but without necessity of a subpoena, ACOP police personnel will appear as witnesses in the St. Paul PHA's administrative grievance procedure, civil dispossession hearings, or other

civil or court proceedings where the issue includes criminal or quasi-criminal conduct on or near public housing property involving any resident, member of a resident's household, or any guest or guests of a resident or household member, or where the issue includes any criminal or quasi-criminal conduct off public housing property involving any resident or member of a resident's household.

- F. Without limiting any of the foregoing, the City agrees that with respect to the services to be performed by any police personnel in accordance with this Contract, the appropriate Police Department officer or Supervisor will meet with resident leadership and management representatives of the PHA on a routine basis for the purposes of reviewing the enforcement and prevention efforts and planning for future changes or modifications anticipated by this Contract. These meetings shall occur at least quarterly, or as needed at the request of either party.
- G. The City agrees that Police Department personnel assigned to the ACOP unit work as assigned under this contract, unless they are subjected to emergency recall as determined by the Police Department.
- H. The City agrees that it will provide the assigned personnel with such basic equipment and vehicles as may be necessary and reasonable in order to allow the police officers to carry out the duties anticipated under this Contract, excluding the equipment PHA shall provide found in Section 2.B.3. of this Contract. Any additional bicycles or equipment that is requested by and is furnished at the expense of the PHA shall remain the property of the PHA. The PHA and City may mutually agree to lease equipment or vehicles.
- I. The Police Department will provide at a minimum sixteen (16) hours of training on community relations and interpersonal communications skills to new Police Department staff assigned to ACOP.
- J. The Police Department shall designate a supervising officer as the Administrative Liaison Officer, who will work in concert with the Executive Director of the PHA or that official's designee. The Administrative Liaison Officer shall be the same person as the officer of the rank of sergeant or higher, as required by Section 1.A.

The Administrative Liaison Officer will perform the following duties:

1. Coordinate the dissemination and processing of police and public data reports in accordance with federal and Minnesota state laws, provide supervisory assistance, and coordinate in resolving problems or carrying out the provisions of this Contract;
2. Establish and maintain an ongoing line of communication with Police Department commanders and other police personnel;

3. Initiate and monitor ongoing lines of communication with PHA staff and resident leaders to effectively employ the community policing concept and to address in a timely manner concerns raised by community leaders;
 4. Assure that he or she or a designee will attend Resident Council meetings at the PHA properties with two days notice from the PHA, unless responding to a call on PHA property prevents them from doing so;
 5. Assures that he or she or a designee will attend and participate in the Admission Orientation Programs for PHA Properties with two days notice from the PHA;
 6. Assist or advise in the planning and implementation of other security programs within the PHA as allowed by their law enforcement function; and
 7. Establish a clearly defined process for reporting to the PHA staff felony, gross misdemeanor, and misdemeanor criminal activities, which shall include prompt reports, including "calls for service" reports by Police Department staff, in accordance with federal and Minnesota state laws, of criminal activities on PHA property, to facilitate appropriate response and tracking of such activities.
 8. Work with the PHA for the selecting of Police Department officers for the Officer In Residence program.
- K. The City agrees to provide Community Service Trainings on appropriate law enforcement topics at the request of the PHA, and at the requested PHA sites. These trainings will be conducted by Police Department staff, in accordance with their mission and its respective timelines.

Section 2. Scope of Services Provided by the PHA

- A. The PHA will provide training, where appropriate, to ACOP personnel on public housing management issues and will assist the Police Department in providing training to residents and PHA staff on community policing and crime prevention issues associated with public housing. This training shall include, but not be limited to, the following:
1. Crime prevention and security responsibilities;
 2. Community organization/mobilization against the causes of and precursors to crime;

3. Drug awareness and control;
4. Orientation and familiarization with the public housing communities for the assigned officers; and
5. Orientation to the lease contract, and lease compliance enforcement procedures and policies.

B. The PHA will provide the following in-kind accommodations, services and equipment:

1. Accommodations – The PHA will provide suitable space to be used as office space at locations as mutually agreed upon between the PHA and the Police Department.
2. Services – Office space provided by the PHA will be supplied with all utilities except telephone service. The PHA also shall provide all labor, equipment and materials necessary to provide routine maintenance and repair service to maintain the space in good working order, including maintenance and repair of electrical, plumbing, sanitary, heating, ventilating and other facilities, appliances, and equipment supplied by the PHA.
3. Equipment – Office space provided by the PHA will be supplied with the equipment and supplies listed below. Requests for additional equipment must be made by the Administrative Liaison Officer in writing and mutual agreed upon by the PHA.
 - a. wires for PC and telephone connectivity
 - b. telephone handset
 - c. fax machine
 - d. printer
 - e. copier
 - f. paper and ink for printer and copier
4. Modification/Damage – The PHA will make reasonable modifications, including minor structural, electrical and mechanical changes to the accommodations provided in order to meet the City's operational needs. Any damage to the unit or equipment provided by the PHA for City employees, which the PHA determines to be above normal wear for the item or accommodation, shall be repaired or replaced by the City at the discretion of the PHA.

- C. The PHA shall adopt policies and procedures requiring its staff to promptly report to the Police Department any criminal activities occurring on PHA property, to facilitate appropriate response to and tracking of such activities.
- D. The PHA reserves the right to reasonably request the Police Department to replace any ACOP personnel for the following reasons, with the knowledge that the specific assignment of ACOP personnel is at the discretion of the Police Department:
 - 1. Neglect or non-performance of duties;
 - 2. Disorderly conduct, use of abusive or offensive language, or fighting;
 - 3. Criminal action;
 - 4. Selling, consuming, possessing or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment;
 - 5. Substantiated complaints from public housing residents or management. The PHA shall provide written enumeration of the reasons for the request for the replacement of the ACOP personnel, including documentation and witnesses to the alleged behaviors.
- E. The PHA will provide the City with the applicable PHA rules and regulations as addenda to this Contract.

Section 3. Enforcement of Rules and Regulations

- A. The Police Department is hereby empowered to enforce the following PHA rules and regulations to the extent they involve criminal activity:
 - 1. Authorized to remove unauthorized visitors in unoccupied structures on PHA properties to the extent it involves criminal activity.
 - 2. Authorized to remove unauthorized visitors on PHA property who are creating a disturbance or otherwise interfering with the peaceful enjoyment of other PHA residents.
 - 3. Authorized to remove and/or bring criminal enforcement actions against unauthorized visitors who are destroying, defacing or removing PHA property.

With regard to the foregoing rules and regulations, the Police Department is hereby authorized, on behalf of the PHA, to give criminal trespass

warnings to any persons deemed to be in violation of the rules or regulations, that is, to give notice to any violators that their entry on the property or premises is forbidden, and to arrest or cause the arrest and prosecution of any violators, when appropriate.

- B. The Police Department is also authorized to enforce the parking provisions of Saint Paul Legislative Code, Section 157.20, Public Housing Agency of the City of Saint Paul – Parking Restrictions, on PHA properties.
- C. The Police Department is hereby empowered to have removed any and all vehicles found parked in violation of said rule or regulation, pursuant to established City law for impounding vehicles on PHA properties.
- D. Nothing herein contained shall be construed as permitting or authorizing police officers to use any method or to act in any manner in violation of law or their sworn obligation as police officers.

Section 4. Communications, Reporting and Evaluation

- A. Communications – Access to Information. The City agrees that the PHA will have unrestricted access to all public information, in accordance with federal and Minnesota state laws, which in any way deals with criminal activity in any of the PHA's communities. Such information includes information made public pursuant to the Minnesota Government Data Practices Act or any other law making information public or accessible to the PHA. It is further agreed that the Police Department will provide to the PHA copies of such public incident reports, arrest reports or other public documents which document or substantiate actual or potential criminal activity in or connected with the public housing developments in accordance with federal and Minnesota state laws. This information will be provided at no cost by the Police Department on a regular basis in accordance with specific procedures that have been or will be established.
- B. Reporting. The Police Department will provide CAD electronic public data from incident address reports for PHA properties monthly, or as otherwise requested by the PHA. These reports include, but are not limited to: calls/requests for service, vehicle crime, stolen property crime, weapon type crime. If the PHA, upon review of the incident address report, wants further public data from an incident, they may make a request for a specific address.
- C. Media Coordination. The Police Department will relay to the Executive Director or his designee information related to any major crime or incident that occurs on PHA property, preferably before the media is informed or as soon as possible, in accordance with federal and Minnesota state laws.

- D. Evaluation. The City and the PHA shall cooperate on future evaluations of the community policing program in public housing. The parties agree to work on any mutually identified areas they deem necessary.

Section 5. Plan of Operation

The Police Department and the PHA shall continue to administer the ACOP community policing program. At the request of either party, the parties shall jointly prepare a more specific plan of operations for use in preventing or eliminating crime.

Section 6. Term of Contract

This contract is effective as of April 1, 2011 and shall continue in effect until March 31, 2012, or until \$514,586 is expended, whichever occurs first. In the event renewal is not achieved by the expiration, the Contract will continue in force until a new Contract is executed.

Section 7. Compensation to the City

- A. All compensation to the City will be made on a cost reimbursement basis. The PHA will reimburse the City for services specified in this Contract in a total amount not to exceed Five Hundred Fourteen Thousand and Five Hundred Eighty-Six (\$514,586) in the following expense category:

Assigned Personnel Salaries	\$513,086
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The PHA agrees to pay the salaries for six (6) officers and two (2) Community Liaison Officers (CLOs). The City agrees to pay the salaries for the police sergeant and three (3) officers; and the benefits for the sergeant, all nine (9) officers, and two (2) CLOs.

Any reimbursement request submitted by the City that will result in an amendment to the Contract amount listed above must be submitted with a explanation of reason(s).

- B. The PHA shall reimburse the Police Department on a monthly basis as reflected in the documentation provided to the PHA, upon performance and reporting of the activities and receipt of invoices evidencing authorized expenditures.
- C. The City shall provide the following documentation in requesting reimbursement:
- Copies of Payroll Time Reports documenting names, employee identification, hours worked in public housing developments, supervisory approval of the report, and supervisory verification of the necessity for any overtime worked.

- D. All requests for reimbursement are subject to the approval of the PHA's Executive Director, or that official's designee, and the PHA shall thereafter make payment of the approved amount within thirty days of receipt of the request for reimbursement. The non-approval by the PHA of any claimed reimbursement is not a waiver by the Police Department of the funds owed to them pursuant to this Contract.
- E. The Police Department agrees to conduct an internal audit on the schedules, assignments, and logs of ACOP officers when the PHA requests such an audit. Upon this request, the Police Department will provide the results of that audit to the PHA, when not prohibited by law.

Section 8. Audit Requirement

The City and the Police Department shall have their financial records audited annually (as part of the City's annual audit) by an independent auditor and provide to the PHA a copy of the audit report, which is required for the City as a subgrantee of federal funds. The audit shall include the PHA funds expended under this agreement and shall conform to the requirements of OMB Circular A-128 or later OMB circulars as applicable. Any audit finding relating to use of the PHA funds under this agreement must be addressed and cleared in a timely manner.

Section 9. Non-Discrimination

The PHA, the City, and the Police Department agree that in the administration of the program(s), on each party's own part, no person shall, on the grounds of race, color, religion, creed, national origin or ancestry, familial status, sex, status with regard to public assistance, marital status, disability, age, sexual or affectional orientation, political or other affiliation, be excluded from participation in the program(s) or be denied benefits of the program(s) and agree to comply with all federal, state, and local laws regarding discrimination.

Section 10. Data Privacy

All data collected, created, received, maintained, or disseminated by the City, the Police Department or the PHA for any purposes in the course of the performance of this Contract is governed by the Minnesota Government Data Practices Act, Minn. Stat. 13.01 et seq., or any other applicable state statutes, any state rules adopted to implement the Act, as well as federal regulations on data privacy. The parties agree to abide strictly by these statutes, rules, and regulations.

The PHA has designated, and the City and the Police Department agree to designate, a Responsible Authority pursuant to the Minnesota Government Data Practices Act,

Minnesota Statutes Chapter 13, who is the individual responsible for the collection, maintenance, use and dissemination of any set of data on individuals, government data, or summary data pursuant to this Contract.

Section 11. Indemnification

The City does hereby release, discharge and agree to indemnify, protect, defend and save harmless the PHA from liability for any cost, damage, expense, injury or other casualty, to any person whomsoever or property whatsoever caused by or arising out of the Police Department's use and occupancy of PHA property provided under this Contract, provided that such indemnification shall not be applicable where a decision or judgment of a court of competent jurisdiction indicates that said casualty to person or property was the direct result of acts of commission, omission, negligence or fault of the PHA, its agents or employees.

Each party agrees that it will be responsible for its own acts and/or omissions in carrying out the terms of this Contract and the results thereof to the extent authorized by law and shall not be responsible for the acts and/or omissions of the other party and the results thereof. The liability of the City of Saint Paul and the Public Housing Agency of the City of Saint Paul, and their respective employees, officials and agents shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 466, et seq. and any other applicable law.

Section 12. Right of Entry, Inspection and Repair

The PHA, through its authorized employees or agents, shall have the right to enter the office spaces assigned by the PHA at any time, without advance notification, when there is reasonable cause to believe an emergency exists or during regular business hours upon one (1) day's notice for the purpose of inspection or repair of the office spaces or equipment therein or for such other purpose as may be deemed necessary by the PHA.

Section 13. Disposal of Personal Property

The PHA shall have the right to sell, destroy or otherwise dispose of any personal property left on the premises by the Police Department after the Police Department has vacated or abandoned the premises

Section 14. Amendments

Changes in the terms of this Contract may be made only by written amendment mutually agreed upon and signed by both parties.

Section 15. Termination

ACOP - ATTACHMENT A
 Saint Paul PHA's Budget FY2012
 April 1, 2011 through March 31, 2012

Source: Operating Budget

	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Change from FY 2011
	\$432,925	\$445,299	\$456,400	\$474,489	\$489,315	\$499,449	\$514,586	\$15,137
								3.1%

Uses

	FY 2006	FY 2007	FY 2008	FY 2009	FY 2010	FY 2011	FY 2012	Change from FY 2011
Salaries - Officers (6) (Est.)	\$356,708	\$377,389	\$384,675	\$404,307	\$415,932	\$419,860	\$434,997	\$15,137
Salaries - Community Liaison Officers (2) (Est.)	74,717	66,410	69,225	68,682	71,883	78,089	78,089	\$ -
Subtotal of Payments to SPPD	431,425	443,799	453,900	472,989	487,815	497,949	513,086	\$15,137
Miscellaneous/Supplies/Communications	1,500	1,500	2,500	1,500	1,500	1,500	1,500	\$ -
Total Uses:	\$432,925	\$445,299	\$456,400	\$474,489	\$489,315	\$499,449	\$514,586	\$15,137
								3.1%

The City of Saint Paul and the Police Department will continue to pay the salaries of the ACOP Sergeant and three Police Officers, as well as employee benefits for all ACOP staff. The Police Department will continue to provide squad cars and other equipment for use by the ACOP unit staff.

2. The monthly rent of \$ _____ is due on or before the first day of each month beginning _____, _____. This monthly rent may change for reasons stated in Section 5 of this Lease. Rent that is paid after the tenth (10th) day of the month is considered late. If rent is not paid on time, a late fee will be charged in an amount as provided in the Admission and Occupancy Policies. A fee will also be charged in an amount as provided in the Admission and Occupancy Policies for checks returned for non-sufficient funds or account closed.
3. If Tenant wants to end this Lease (*See Section 9C*), the Tenant must comply with Section 11C and continue to pay rent for at least 30 days after the Tenant has given written notice to Management of an intent to vacate. For any days after thirty (30) days, rent will be based on the monthly rate divided and charged on a daily basis. If the Tenant wants to end this Lease but fails to give Management a written notice, rent will be charged for thirty (30) days from the day Management learns the Tenant has moved.

B. Security Deposit

The Tenant has agreed to pay \$ _____ as a security deposit with Management. The security deposit will be held by Management in accordance with the Admission and Occupancy Policies, Minnesota law and Federal regulations.

C. Charges Due

The Tenant is responsible for paying charges for, but not limited to, maintenance and repair, late rent payment fee, fee for returned checks, legally allowable court costs, and other charges in accordance with the current schedule of charges posted in the Management office. Payment must be made to Management two weeks after Management gives written notice to the Tenant of the charges.

4. PAYMENT OF UTILITIES

A. By Management

Management will pay the full cost of water, garbage collection, sewer service, and will provide a range (stove) and refrigerator for the unit.

B. By Tenant

Tenant is responsible for the payment of gas, electricity and heat. As part of the determination of the monthly rent, Management agrees to adjust the rent by the applicable utility allowance as stated in Management's Admission and Occupancy Policies.

5. DETERMINATION OF RENT, ELIGIBILITY FOR CONTINUED OCCUPANCY, AND UNIT SIZE

A. Redetermination of Rent

At least once each year, and at other times as described below, Management will decide whether the Tenant's rental rate should be changed, whether the dwelling unit size is still appropriate for the size and/or composition of the Tenant's household, and whether the Tenant is eligible for continued occupancy in accordance with the Admission and Occupancy Policies which are available for review at the Management office.

When requested by Management at the time of the determination, Tenant shall provide accurate and current information concerning:

1. The number of people in Tenant's household, their age, gender, and any other information required by Management.
2. The source and amount of income received by everyone in the Tenant's household.
3. Any allowable deductions.

The determination of Tenant's eligibility for continued occupancy will include a review of Tenant's compliance with community service requirements, rent paying history, housekeeping inspection results, record of cooperation with Management's pest control program and all other lease compliant behavior.

B. Interim Redetermination

The rental rate shown in Section 3 will remain in effect for the period between regular rent redeterminations unless one of the following events happens during such period:

1. There is an addition or loss of any adult member to the Tenant's household or the addition of any minor not born into the household during this tenancy;
2. There is any increase in monthly gross household income of \$400 or more, whether due to one increase or more than one increase in the income of one household member or due to the cumulative increases of multiple family members;
3. There is any reported decrease in income or an increase in allowances or deductions that would result in a rent decrease;
4. The current rental rate was calculated for a temporary time period due to the inability to accurately predict income for an annual period. This includes, but is not limited to, all households whose total income is zero.

The effective date for changes in rent based on interim redeterminations will be in accordance with the Admission and Occupancy Policies.

If the rental rate is adjusted, Management will mail or deliver a notice of rent adjustment to the Tenant in accordance with Section 11.

Tenant has an obligation to report ALL changes in income or family composition, as specified in this Section, to Management within 10 days after the change has happened.

C. Failure to Provide Documentation and Misrepresentation

1. Failure by a Tenant to report any increases in household income during a scheduled rent and income review or as specified under Section 5.B or failure to appear for a scheduled rent and income review is a serious and material violation of the Lease. Any rent increase calculated due to unreported household income will be effective retroactive to the time the increase would have been made had the increase in household income been timely reported.
2. Tenant's misrepresentation and/or failure to timely provide information regarding income, assets, family composition, abuse or pattern of abuse of alcohol, illegal use or pattern of illegal use of a controlled substance or criminal activity, or any other information material to the determination of eligibility for admission, rent, eligibility for continued occupancy, or unit size is grounds for termination of tenancy. Additionally, if the PHA determines that the Tenant was admitted to housing or has remained in housing due to Tenant's misrepresentation, the PHA may terminate tenancy.

D. Change of Unit

Management will give notice to Tenant that Tenant will be required to move to another unit that is decent, safe and sanitary and is of an appropriate size under Management's Occupancy Standards in accordance with the Admission and Occupancy Policies under the following circumstances:

1. If Management decides that the Tenant is living in a unit which is larger or smaller than the PHA's Occupancy Standards allow for the household size and composition; or
2. If Management decides that the unit is otherwise inappropriate for the household size or composition, including, but not limited to, when a unit modified for handicapped persons is being occupied by a household without handicapped persons; or
3. If Management decides that the unit requires substantial repairs or is scheduled for modernization or is not in decent, safe and sanitary condition.

After Management notifies the Tenant of the new unit's availability, the Tenant must move to the new unit in accordance with the PHA's Admission's and Occupancy Policies regarding Transfers. If the Tenant fails to move as required by Management, then Management has the right to take legal action to terminate this Lease.

Tenant shall move immediately to a new unit upon Management's request when the unit is uninhabitable. If the Tenant or a member of the Tenant's household, a guest or another person under Tenant's control caused the uninhabitable condition of the unit, Tenant shall pay all moving expenses and the cost of repair to the unit.

Transfer to a new unit does not remove or eradicate prior or existing Lease violations and the PHA retains the right to terminate the new Lease for violations of the Lease while Tenant occupied the uninhabitable unit.

Tenant may ask for an explanation of the specific grounds of the PHA determination. If the Tenant does not agree with the determination, the Tenant has the right to request a hearing under Management's Grievance Procedure.

6. MANAGEMENT'S OBLIGATIONS

Management agrees to do the following:

- A. Repair and maintain the dwelling unit, equipment and appliances, and the common areas and facilities which are needed to keep the housing in decent, safe and sanitary condition.
- B. Comply with all requirements of applicable state and local building and housing codes and HUD regulations materially affecting the health or safety of the occupants.
- C. Keep development buildings, facilities and common areas, not otherwise assigned to tenants for maintenance and upkeep, in a clean and safe condition.
- D. Maintain electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by Management in good and safe working order and condition.
- E. Provide trash and garbage containers for the development.
- F. Supply running water, and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year, all in compliance with applicable state law and city ordinance.
- G. Thoroughly clean the dwelling unit as necessary before the transfer of the Tenant from one dwelling unit to another and before a new Tenant moves in.
- H. Offer the Tenant a replacement dwelling unit, if available, if the condition of the Tenant's present dwelling unit is hazardous to the health or safety of the occupants and the condition is not corrected in a reasonable time. Rent will be decreased taking into consideration the seriousness of the damage and loss in value of the dwelling unit if repairs are not made within a reasonable time or substitute accommodations are not provided in accordance with this paragraph. However, no decrease in rent will be made if the tenant refuses to accept the substitute accommodation or if the damage was caused by the Tenant, Tenant's household or guests.

- I. Give the Tenant reasonable notice of what certification, release, information or documentation must be given by the Tenant to Management including the date by which any such item must be given.
- J. Notify the Tenant of the specific grounds for any proposed adverse action by Management.

7. **OBLIGATIONS OF TENANTS, MEMBERS OF HOUSEHOLD AND GUESTS**

The Tenant agrees to obey the following rules. The Tenant is also responsible for causing members of the household, guests and other persons under Tenant's control to obey the following rules:

A. **The tenant shall:**

1. Pay rent on the first day of the month.
2. Meet with Management at any reasonable time and place as Management requests and after reasonable notice, in order to discuss any matter affecting the Lease or Tenant's tenancy.
3. Pay reasonable charges, in accordance with the current schedule of charges posted in the Management office, for the repair of damages beyond normal wear and tear to the unit, development buildings, facilities or common areas, caused by either intentional or negligent conduct of Tenant, members of the household or guests.
4. Use the unit solely as a private place to live for the Tenant and members of the Tenant's household as identified in Section 2, and not use the unit or permit its use for any other purpose.
5. Ask for the consent of Management before members of the household engage in profit making activities in the dwelling unit. Management must also decide whether such activities are legal and are incidental to the primary use of the leased unit for residence by members of the household.
6. Obey the written regulations, including but not limited to the requirements contained in the PHA Family Handbook, that are posted in the Management office. These regulations are made a part of this Lease by reference.
7. Comply with all applicable federal, state, and local codes, ordinances, laws and regulations including but not limited to those relating to building, housing, health, sanitation, safety, and fire.
8. Keep the unit in a clean and safe condition. Tenant shall maintain the unit in accordance with PHA's Housekeeping Standards and shall allow PHA to conduct housekeeping inspections. The PHA's Housekeeping Standards are made a part of this Lease by reference.
9. Prepare the unit and otherwise comply with PHA employee or contractor instructions to facilitate pest treatment.
10. Dispose of all garbage, rubbish and other waste from the unit in a sanitary and safe manner.
11. Use only in a reasonable manner all electrical, plumbing, heating, ventilating, air-conditioning, elevators and other facilities in the development buildings and common areas.
12. Park no more than one vehicle per licensed leaseholder in the designated parking areas (up to a maximum of two vehicles for the household). Tenant must park a vehicle in a manner so that it will not obstruct traffic and may not allow any vehicles to remain in the parking area or other part of the housing development when such vehicle is unlicensed or no longer in operating condition. Tenant shall assure that the vehicle(s) on the premises have current license tabs, are insured, and are in compliance with applicable motor vehicle laws and ordinances. At Tenant's expense, Management may tow vehicles that are not in compliance with this Lease or Management's parking policy.
13. Immediately report to the Management Office any damage or vandalism to the premises.
14. Immediately report to the Maintenance Office any need for repair to the interior or exterior of the dwelling unit and any other area used by the Tenant in connection with the Tenant's occupancy of the unit.
15. Participate in a training program on housekeeping and home care skills if Management decides that the condition of the unit does not meet the housekeeping standards established by the PHA. Such training will be provided by Management.
16. Complete the required Admission Orientation Program no later than thirty (30) days from signing of this Dwelling Lease. Such program will be provided by Management.
17. Comply with community service or self-sufficiency requirements in accordance with Federal law, regulations and Management's Admission and Occupancy Policies. Each adult member of the Tenant's household must comply with these requirements.

B. **The Tenant shall not:**

1. Assign or transfer the Lease or sublease the unit.
2. Provide housing for boarders or lodgers or other unauthorized persons.
3. Allow any person who has been trespassed by the PHA access to the unit, family development common areas, or other PHA property.
4. Disturb other tenants or neighbors and shall assure that guests, visitors or other persons under control of the Tenant or other household member do not disturb other tenants or neighbors. Persons who are permitted access to the unit or otherwise allowed to remain in the unit by the Tenant or other household member are considered to be under the control of the Tenant.
5. Scatter rubbish, damage, destroy, deface or remove any part of the dwelling unit or premises, intentionally or as a result of negligence, and must prevent such action by guests, visitors or other persons under control of household members.
6. Store an excessive amount of items, clutter or fire hazards in the dwelling unit or on the premises in violation of any fire code or PHA housekeeping standards. The Tenant may not obstruct an entryway, hallway, walkway, doorway, bathroom, shower, bathtub, sink, appliance, heating source, circuit breaker, window or smoke detector.
7. Engage in any activity, including criminal activity that the PHA determines threatens the health, safety, or right to peaceful enjoyment of the public housing premises by other tenants or employees of the Management. Tenant

shall assure that no member of Tenant's household, or any guest or other person under Tenant's control engages in any such activity.

- (i) Criminal activity is defined as follows: Criminal activity includes, but is not limited to conduct that is unlawful, forbidden by and punishable by fine and/or imprisonment under Minnesota law and local ordinances. The conduct need not be reported to a law enforcement agency, and need not result in an arrest or prosecution. Such conduct includes, but is not limited to, possession, use or sale of a small amount of marijuana, any other petty misdemeanor, and acts of physical violence or the threat of such acts. Neither proof beyond a reasonable doubt nor conviction in a court of law is necessary to establish violation of the terms of the Dwelling Lease.
8. Engage in drug-related criminal activity on or off the premises. Tenant shall assure that no member of the _____ (Initials) Tenant's household or guest or other person under the Tenant's control engages in drug-related criminal activity on or off the premises.
- (i) Drug-related criminal activity is defined as follows: Drug-related criminal activity means the illegal manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute or use the drug.
- (ii) Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21U.S.C. 802) and/or as defined in Minnesota Statutes, Section 152.01.
9. Engage in abuse or demonstrate a pattern of abuse of alcohol that Management determines affects the health, safety, or right to peaceful enjoyment of the premises by other tenants, neighbors or employees of the Management. Tenant shall assure that no guest or other person under Tenant's control engages in such abuse or pattern of abuse.
10. Commit any fraud in connection with any Federal housing assistance program.
11. Make any repairs or changes or modifications to the unit or equipment provided by the PHA, or install any permanently attached carpet or any equipment, including, but not limited to, door locks, without the written approval of Management. Installation of satellite dishes, antennas or other reception devices shall be in accordance with rules adopted by Management, which are made a part of this Lease by reference.
12. Interfere with or refuse to cooperate with PHA's employees or contractors performance of duties.
13. Have any fowl, snakes or other animals on the premises, except small caged birds, fish in aquariums, or small caged animals that will be kept indoors, in accordance with the PHA's Pet Policy.
14. Create (by act or omission) or permit to exist any condition on the premises which results in a risk to the personal health or safety of any person or damage to property.
15. Engage in, or allow members of the household, guests, or another person under the Tenant's control to engage in, any activity, including criminal activity, which impairs the physical or social environment of the premises, the neighborhood, or the development.
16. Smoke, or allow Tenant's guests, visitors or another person under the Tenant's control to smoke in any common areas. Common areas include the Community Room, hallways, stairways, elevators, public rest rooms, laundry rooms and any other indoor space that is not within and a part of the Tenant's dwelling unit.

8. TENANT MAINTENANCE

The Tenant shall maintain walkways, stairs, landings, hallways, grounds, patios and landscaping adjacent to the unit. If after notification from Management for corrective action, the Tenant neglects to maintain the areas assigned, the Tenant shall pay to Management all expenses necessary for Management to maintain or repair these areas and this Lease.

9. TERMINATION OF THE LEASE

A. Management will not terminate or refuse to renew the Lease and will not evict Tenant from the dwelling unit except for serious or repeated violation of material terms of the Lease or other good cause.

1. Serious violation of the Lease includes, but is not limited to:
- (a) Failure by a Tenant to report any increases in household income during a scheduled rent and income review or as specified under Section 5.B and 5.C. or failure to appear for a scheduled rent and income review.
 - (b) Non-payment of Tenant rent or other charges in a timely manner.
 - (c) Shut-off of Tenant-purchased utilities.
 - (d) Failure to accept a transfer for reasons specified in Section 5.D.
 - (e) Failure of Tenant, members of Tenant's household, guests and other persons under Tenant's control to fulfill obligations under Section 7 or 8 of this Lease.
 - (f) The possession, use, or sale of a small amount of marijuana by a Tenant, members of the household, guests of the household, or any other person under the Tenant's control is a serious violation of the Dwelling Lease. A report to law enforcement or a citation issued by law enforcement for a violation of Minnesota Statutes, Section 157.027 is not necessary to establish a violation of the Dwelling Lease under this provision.
2. Other good cause includes, but is not limited to:
- (a) Any activity, including criminal activity, engaged in by a Tenant, a member of the Tenant's household, a guest or another person under Tenant's control, that PHA determines threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or public housing employees, or other persons residing in the immediate vicinity of the premises.
 - (b) Drug-Related and/or criminal activity engaged in by a Tenant, a member of the Tenant's household, a guest or another person under Tenant's control on or off the premises is grounds for termination.
 - (c) Alcohol abuse that Management decides interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants, neighbors or employees.

- (d) Failure of the Tenant to accept Management's offer of a new lease revised in accordance with Federal law and regulations.
- (e) Failure of a member of the family household to comply with the community service requirements of Federal housing law and regulations.
- (f) Failure of the Tenant to timely provide to the PHA any certification, release, information or documentation on family income, assets, family composition, abuse or pattern of abuse of alcohol, illegal use or pattern of illegal use of a controlled substance or criminal activity, or any other information material to the determination of eligibility for admission, rent, eligibility for continued occupancy, or unit size.
- (g) Misrepresentation of material information, failure to provide complete information, or fraud by the Tenant or a member of the Tenant's household, at any time relevant to eligibility for admission, the determination of rent, eligibility for continued occupancy or unit size.

B. Domestic Violence, Dating Violence, Stalking

- 1. Management will not terminate or refuse to renew the Lease and will not evict Tenant or a member of Tenant's household from the dwelling unit if the Tenant or household member is a victim of actual or threatened "domestic violence, dating violence, or stalking," as those terms are defined by the PHA's Admission and Occupancy Policies.
- 2. Pursuant to Federal law, Management may bifurcate this Lease in order to evict, remove, or terminate the assistance to any person who is a Tenant or a lawful occupant under this Lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. Management may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or is a lawful occupant under this Lease.
- 3. Notwithstanding anything to the contrary contained in paragraphs B.1. and B.2. above, Management may terminate the Lease and evict the Tenant if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.
- 4. Nothing in this section shall prohibit Management from terminating the Lease and evicting the Tenant based on a violation of this Lease not involving domestic violence, dating violence, or stalking against Tenant or household member.

C. This Lease may be terminated by the Tenant at any time by giving at least thirty (30) days written notice to Management on or before the last day of the month the tenant intends on vacating the unit (*see Section 11C*). The Tenant shall leave the unit in a clean and good condition and return the keys to Management when the Tenant moves out. Failure to provide proper written notice or failure to leave the unit in a good and clean condition or failure to return the keys to Management may result in additional charges to the Tenant.

D. If the signer(s) of the Lease is no longer a member of the Tenant's household, this Lease will terminate. A new Lease will be executed and signed by all adult remaining members of the household if those persons have not violated the terms and provisions of the Lease and the family continues to be eligible for low-income housing.

E. If the Tenant transfers to another unit operated by Management, this Lease will terminate and a new Lease will be executed for the unit into which the Tenant moves. However, the signing of a new Lease does not remove or eradicate prior or existing Lease violations and the PHA retains the right to terminate the new Lease for violations of the Lease being terminated.

F. Management will give the Tenant written notice of termination of the Lease as follows:

- 1. Fourteen (14) days in the case of failure to pay rent;
- 2. A reasonable time depending on the seriousness of the situation in the case of a threat or act against the health or safety of other tenants, Management's employees, or other persons, or
- 3. Thirty (30) days in all other cases.

G. Acceptance of rent with knowledge of good cause for termination of the Lease shall not be considered a waiver of Management's right to terminate this Lease on the basis of such good cause nor of Management's right to assert such good cause in any legal action.

If the Tenant continues to occupy the dwelling unit after the Termination of the Lease, the Tenant agrees to pay Management the reasonable value of the use of the premises for the period that the Tenant continues to occupy the unit. The reasonable value for the use of the premises is equivalent to the amount of rent for such period. However, such payments shall not constitute rent and by accepting such payments Management does not waive its right to assert any Lease violations in any legal action.

If Management decides to terminate this Lease, it will give Tenant a written notice which states the reasons for the termination, informs the Tenant of his or her right to reply and informs the Tenant of Tenant's rights under the Grievance Procedure described in Section 13 of this Lease.

10. INSPECTIONS AND ACCESS

- A. Before move-in, Management and Tenant will inspect the unit. Management will give Tenant a written statement of conditions of the unit and the equipment provided with the unit. The statement will be verified and signed by Management and Tenant. A copy of the statement will be kept by Management in the Tenant's file.
- B. When Tenant moves out, Management will inspect the unit and furnish Tenant with a written statement of damages for which Tenant is responsible. If Tenant moves out after business hours or on a weekend or holiday, Management will inspect the unit on the next business day after Tenant has vacated. Management will give Tenant the opportunity to be present at this inspection by giving Tenant written notice, within a reasonable time, of the time and date of the inspection. No notice will be provided if Tenant vacates without notice to Management.
- C. Management may enter Tenant's unit as follows:
 - 1. Management will provide Tenant with two (2) days written notice stating the purpose of entry into the unit, except that Management will provide Tenant with reasonable notice (written or oral) when it is necessary to enter the unit for making improvements or repairs. Management entry will be between the hours of 8:00 a.m. and 4:30 p.m. for the purposes of performing routine inspections and maintenance, including pest control operations, for making improvements or repairs, or to show the premises for re-rental.
 - 2. Management may enter the unit at any time without prior notice to the tenant when there is a reasonable cause to believe an emergency exists;
 - 3. If all adult members of the household are absent at the time of entry, Management will leave a written statement in the unit specifying the date, time and purpose of entry.
 - 4. During any entry permitted by this section, PHA may take pictures to show damage to PHA property, unsafe conditions, the presence of illegal drugs or other evidence of criminal activity, or housekeeping violations.
 - 5. Tenant's failure to allow access, interference with Management's right to enter or any other non-compliance with this section shall be grounds for termination of tenancy.

11. NOTICES

- A. Any notice to the Tenant from Management will be in writing either:
 - 1. Delivered personally and handed to the Tenant or another member of the Tenant's household who is an adult; or
 - 2. Be sent by prepaid first class mail properly addressed.
- B. If the Notice is delivered to a person other than the Tenant, Management will also mail a copy of the Notice to the Tenant.
- C. Any notice the Tenant gives to Management must be in writing and either delivered to a Management employee at the assigned Management office or PHA Central Administrative Office, or be properly addressed and sent by first class mail.

12. ABANDONMENT OF PROPERTY

If the Tenant is absent from the unit for fourteen (14) consecutive days and rent is owed, Management has the right to consider that the Tenant has abandoned the unit. Any of the Tenant's remaining personal property remaining in the unit will be considered abandoned and may be disposed of by Management according to Minnesota law.

13. GRIEVANCE PROCEDURE

All disputes about the Lease or about the responsibilities of Tenant, Tenant's household or Management, will be processed and resolved in accordance with the Grievance Procedure of Management which is in effect at the time the dispute arises. The Grievance Procedure is posted in the Management office and is made a part of this Lease by reference.

14. ADMISSION AND OCCUPANCY POLICIES

The Admission and Occupancy Policies referred to in this Lease are the Admission and Occupancy Policies as approved and as amended by the PHA's Board of Commissioners and are made a part of this Lease by reference. A copy of the Admission and Occupancy Policies and amendments is posted in the Management Office and may be examined at any time during business hours.

15. CHANGES TO THIS LEASE

Changes to this Lease, other than changes in Tenant rent, will be made only by a written addendum signed by both Management and Tenant.

16. RECEIPT OF LEASE AND OTHER DOCUMENTS BY TENANT

The Tenant has received executed copies of this Lease and the Grievance Procedure, has been informed that the Admission and Occupancy Policies are posted in the Management Office and are available for inspection and understands how they all apply to the Tenant's tenancy.

17. ADDITIONAL PROVISIONS

By signing below, Tenant and Management enter into this Lease which will take effect on the date shown in Section 1, **TERM OF LEASE; RENEWAL OF LEASE** on page 1 of this Lease.

**PUBLIC HOUSING AGENCY
OF THE CITY OF SAINT PAUL**

Tenant

Tenant

Tenant

Date: _____

By: _____
Housing Manager

Date: _____

TRANSLATION

AVISO!

Si no puede usted leer inglés, favor de avisar a su representante de PHA (Agencia de Alojamiento Público) para que le proporcionen un intérprete.

NOTICE!

If you cannot read English, please ask your PHA contact person to provide an interpreter.

TRANSLATION

CEEBTUOM!

Yog tias koj nyeem tsis tau Askiv, nug tus neeg ua hauj lwm rau koj tom tsev loom (PHA) kom pab nrhiav neeg txhais lus.

NOTICE!

If you cannot read English, please ask your PHA contact person to provide an interpreter.

**PUBLIC HOUSING AGENCY OF THE CITY OF SAINT PAUL
HI-RISE DWELLING LEASE**

Unit Identification #:

Name of Tenant(s):

Address:

Dwelling Unit:

Number of Bedrooms:

The Public Housing Agency of the City of Saint Paul (PHA), in this Lease called "Management," leases to the Tenant Family, in this Lease called "Tenant," the dwelling unit as described above according to the terms and conditions stated in this Lease. The term, "dwelling unit," refers to the living unit for the Tenant's exclusive use. The term, "premises," as used in this Lease refers to the dwelling unit, the building and common areas, and the entire development.

1. TERM OF LEASE: RENEWAL OF LEASE

This Lease begins on _____, _____. This Lease will automatically renew annually, unless ended by either Management or Tenant as provided in this Lease or as otherwise required by law.

2. MEMBERS OF HOUSEHOLD

Only the following persons may reside in the dwelling unit with the named Tenant:

Name	Relationship	Gender	Date of Birth

The Tenant's household has the right to the exclusive use and occupancy of the unit. This right includes having guests stay in the unit up to fifteen (15) days for each guest in one calendar year. Upon a showing of special circumstances or need, Management may extend this period for a reasonable additional time, not to exceed thirty (30) days. This limitation does not apply to live-in aides and foster children who may reside in the unit with the consent of Management.

3. PAYMENTS DUE UNDER THE LEASE

A. Rental Payments

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 _____, _____. This monthly rent may change for reasons stated in Section 5 of this Lease. Rent that is paid after the tenth (10th) day of the month is considered late. If rent is not paid on time, a late fee will be charged in an amount as provided in the Admission and Occupancy Policies. A fee will also be charged in an amount as provided in the Admission and Occupancy Policies for checks returned for non-sufficient funds or account closed.
3. If Tenant wants to end this Lease (*See Section 9C*), the Tenant must comply with Section 11C and continue to pay rent for at least 30 days after the Tenant has given written notice to Management of an intent to vacate. For any days after thirty (30) days, rent will be based on the monthly rate divided and charged on a daily basis. If the Tenant wants to end this Lease but fails to give Management a written notice, rent will be charged for thirty (30) days from the day Management learns the Tenant has moved.

B. Security Deposit

The Tenant has agreed to pay \$ _____ as a security deposit with Management. The security deposit will be held by Management in accordance with the Admission and Occupancy Policies, Minnesota law and Federal regulations.

C. Charges Due

The Tenant is responsible for paying charges for, but not limited to, maintenance and repair, late rent payment fee, fee for returned checks, legally allowable court costs, and other charges in accordance with the current schedule of charges posted in the Management office. Payment must be made to Management two weeks after Management gives written notice to the Tenant of the charges.

4. PAYMENT OF UTILITIES

A. By Management

Management will pay the full cost of water, garbage collection, sewer service, gas, electricity and heat, and will provide a range (stove) and refrigerator for the unit.

B. By Tenant

Tenant must notify Management before installing a room air conditioner or food freezer. If Tenant has a room air conditioner or food freezer, Tenant will be charged a utility use fee by the PHA. The charge must be paid each month. The monthly amount charged for the room air conditioner or food freezer may be adjusted from time to time by the PHA.

5. DETERMINATION OF RENT, ELIGIBILITY FOR CONTINUED OCCUPANCY, AND UNIT SIZE

A. Redetermination of Rent

At least once each year, and at other times as described below, Management will decide whether the Tenant's rental rate should be changed, whether the dwelling unit size is still appropriate for the size and/or composition of the Tenant's household, and whether the Tenant is eligible for continued occupancy in accordance with the Admission and Occupancy Policies which are available for review at the Management office.

When requested by Management at the time of the determination, Tenant shall provide accurate and current information concerning:

1. The number of people in Tenant's household, their age, gender, and any other information required by Management.
2. The source and amount of income received by everyone in the Tenant's household.
3. Any allowable deductions.

The determination of Tenant's eligibility for continued occupancy will include a review of Tenant's compliance with community service requirements, rent paying history, housekeeping inspection results, record of cooperation with Management's pest control program and all other lease compliant behavior.

B. Interim Redetermination

The rental rate shown in Section 3 will remain in effect for the period between regular rent redeterminations unless one of the following events happens during such period:

1. There is an addition or loss of any adult member to the Tenant's household or the addition of any minor not born into the household during this tenancy;
2. There is any increase in monthly gross household income of \$400 or more, whether due to one increase or more than one increase in the income of one household member or due to the cumulative increases of multiple family members;
3. There is any reported decrease in income or an increase in allowances or deductions that would result in a rent decrease;
4. The current rental rate was calculated for a temporary time period due to the inability to accurately predict income for an annual period. This includes, but is not limited to, all households whose total income is zero.

The effective date for changes in rent based on interim redeterminations will be in accordance with the Admission and Occupancy Policies.

If the rental rate is adjusted, Management will mail or deliver a notice of rent adjustment to the Tenant in accordance with Section 11.

Tenant has an obligation to report ALL changes in income or family composition, as specified in this Section, to Management within 10 days after the change has happened.

C. Failure to Provide Documentation; Misrepresentation

1. Failure by a Tenant to report any increases in household income during a scheduled rent and income review or as specified under Section 5.B or failure to appear for a scheduled rent and income review is a serious and material violation of the Lease. Any rent increase calculated due to unreported household income will be effective retroactive to the time the increase would have been made had the increase in household income been timely reported.

2. Tenant's misrepresentation and/or failure to timely provide information regarding income, assets, family composition, abuse or pattern of abuse of alcohol, illegal use or pattern of illegal use of a controlled substance or criminal activity, or any other information material to the determination of eligibility for admission, rent, eligibility for continued occupancy, or unit size is grounds for termination of tenancy. Additionally, if the PHA determines that the Tenant was admitted to housing or has remained in housing due to Tenant's misrepresentation, the PHA may terminate tenancy.

D. Change of Unit

Management will give notice to Tenant that Tenant will be required to move to another unit that is decent, safe and sanitary and is of an appropriate size under Management's Occupancy Standards in accordance with the Admission and Occupancy Policies under the following circumstances:

1. If Management decides that the Tenant is living in a unit which is larger or smaller than the PHA's Occupancy Standards allow for the household size and composition; or
2. If Management decides that the unit is otherwise inappropriate for the household size or composition, including, but not limited to, when a unit modified for handicapped persons is being occupied by a household without handicapped persons; or
3. If Management decides that the unit requires substantial repairs or is scheduled for modernization or is not in decent, safe and sanitary condition.

After Management notifies the Tenant of the new unit's availability, the Tenant must move to the new unit in accordance with the PHA's Admission's and Occupancy Policies regarding Transfers. If the Tenant fails to move as required by Management, then Management has the right to take legal action to terminate this Lease.

Tenant shall move immediately to a new unit upon Management's request when the unit is uninhabitable. If the Tenant or a member of the Tenant's household, a guest or another person under Tenant's control caused the uninhabitable condition of the unit, Tenant shall pay all moving expenses and the cost of repair to the unit.

Transfer to a new unit does not remove or eradicate prior or existing Lease violations and the PHA retains the right to terminate the new Lease for violations of the Lease while Tenant occupied the uninhabitable unit.

Tenant may ask for an explanation of the specific grounds of the PHA determination. If the Tenant does not agree with the determination, the Tenant has the right to request a hearing under Management's Grievance Procedure.

6. MANAGEMENT'S OBLIGATIONS

Management agrees to do the following:

- A. Repair and maintain the dwelling unit, equipment and appliances, and the common areas and facilities which are needed to keep the housing in decent, safe and sanitary condition.
- B. Comply with all requirements of applicable state and local building and housing codes and HUD regulations materially affecting the health or safety of the occupants.
- C. Keep development buildings, facilities and common areas, not otherwise assigned to tenants for maintenance and upkeep, in a clean and safe condition.
- D. Maintain electrical, plumbing, sanitary, heating, ventilating and other facilities and appliances, including elevators, supplied or required to be supplied by Management in good and safe working order and condition.
- E. Provide and maintain trash and garbage containers for the development.
- F. Supply running water, and reasonable amounts of hot water and reasonable amounts of heat at appropriate times of the year, all in compliance with applicable state law and city ordinance.
- G. Thoroughly clean the dwelling unit as necessary before the transfer of the Tenant from one dwelling unit to another and before a new Tenant moves in.
- H. Offer the Tenant a replacement dwelling unit, if available, if the condition of the Tenant's present dwelling unit is hazardous to the health or safety of the occupants and the condition is not corrected in a reasonable time. Rent will be decreased taking into consideration the seriousness of the damage and loss in value of the dwelling unit if repairs are not made within a reasonable time or substitute accommodations are not provided in accordance with this paragraph. However, no decrease in rent will be made if the tenant refuses to accept the substitute accommodation or if the damage was caused by the Tenant, Tenant's household or guests.
- I. Give the Tenant reasonable notice of what certification, release, information or documentation must be given by the Tenant to Management including the date by which any such item must be given.
- J. Notify the Tenant of the specific grounds for any proposed adverse action by Management.

7. OBLIGATIONS OF TENANTS, MEMBERS OF HOUSEHOLD AND GUESTS

The Tenant agrees to obey the following rules. The Tenant is also responsible for causing members of the household, guests and other persons under Tenant's control to obey the following rules:

A. The tenant shall:

1. Pay rent on the first day of the month.
2. Meet with Management at any reasonable time and place as Management requests and after reasonable notice, in order to discuss any matter affecting the Lease or Tenant's tenancy.

3. Pay reasonable charges, in accordance with the current schedule of charges posted in the Management office, for the repair of damages beyond normal wear and tear to the unit, development buildings, facilities or common areas, caused by either intentional or negligent conduct of Tenant, members of the household or guests.
4. Use the unit solely as a private place to live for the Tenant and members of the Tenant's household as identified in Section 2, and not use the unit or permit its use for any other purpose.
5. Ask for the consent of Management before members of the household engage in profit making activities in the dwelling unit. Management must also decide whether such activities are legal and are incidental to the primary use of the leased unit for residence by members of the household.
6. Obey the written regulations, including but not limited to the requirements contained in the Hi-Rise Handbook, that are posted in the Management office. These regulations are made a part of this Lease by reference.
7. Comply with all applicable federal, state, and local codes, ordinances, laws and regulations including but not limited to those relating to building, housing, health, sanitation, safety, and fire.
8. Keep the unit in a clean and safe condition. Tenant shall maintain the unit in accordance with PHA's Housekeeping Standards and shall allow PHA to conduct housekeeping inspections. The PHA's Housekeeping Standards are made a part of this Lease by reference.
9. Prepare the unit and otherwise comply with PHA employee or contractor instructions to facilitate pest treatment.
10. Dispose of all garbage, rubbish and other waste from the unit in a sanitary and safe manner.
11. Use only in a reasonable manner all electrical, plumbing, heating, ventilating, air-conditioning, elevators and other facilities in the development buildings and common areas.
12. Park no more than one vehicle per licensed leaseholder in the designated parking areas (up to a maximum of two vehicles for the household). Tenant must park a vehicle in a manner so that it will not obstruct traffic and may not allow any vehicles to remain in the parking area or other part of the housing development when such vehicle is unlicensed or no longer in operating condition. Tenant shall assure that the vehicle(s) on the premises have current license tabs, are insured, and are in compliance with applicable motor vehicle laws and ordinances. At Tenant's expense, Management may tow vehicles that are not in compliance with this Lease or Management's parking policy.
13. Immediately report to the Management Office any damage or vandalism to the premises.
14. Immediately report to the Maintenance Office any need for repair to the interior or exterior of the dwelling unit and any other area used by the Tenant in connection with the Tenant's occupancy of the unit.
15. Participate in a training program on housekeeping and home care skills if Management decides that the condition of the unit does not meet the housekeeping standards established by the PHA. Such training will be provided by Management.
16. Comply with community service or self-sufficiency requirements in accordance with Federal law, regulations and Management's Admission and Occupancy Policies. Each adult member of the Tenant's household must comply with these requirements.

B. The Tenant shall not:

1. Assign or transfer the Lease or sublease the unit.
2. Provide housing for boarders or lodgers or other unauthorized persons.
3. Allow any person who has been trespassed by the PHA access to the unit, hi-rise common areas, or other PHA property.
4. Disturb other tenants or neighbors and shall assure that guests, visitors, or other persons under control of the Tenant or other household member do not disturb other tenants or neighbors. Persons who are permitted access to the unit or otherwise allowed to remain in the unit by the Tenant or other household member are considered to be under the control of the Tenant.
5. Scatter rubbish, damage, destroy, deface or remove any part of the dwelling unit or premises, intentionally or as a result of negligence, and must prevent such action by guests, visitors or other persons under control of household members.
6. Store an excessive amount of items, clutter or fire hazards in the dwelling unit or on the premises in violation of any fire code or PHA housekeeping standards. The Tenant may not obstruct an entryway, hallway, walkway, doorway, bathroom, shower, bathtub, sink, appliance, heating source, circuit breaker, window or smoke detector.
7. Engage in any activity, including criminal activity that the PHA determines threatens the health, safety, or right to peaceful enjoyment of the public housing premises by other tenants or employees of the Management. Tenant shall assure that no member of Tenant's household, or any guest or other person under Tenant's control engages in any such activity.
 - (i) Criminal activity is defined as follows: Criminal activity includes, but is not limited to conduct that is unlawful, forbidden by and punishable by fine and/or imprisonment under Minnesota law and local ordinances. The conduct need not be reported to a law enforcement agency, and need not result in an arrest or prosecution. Such conduct includes, but is not limited to, possession, use or sale of a small amount of marijuana, any other petty misdemeanor, and acts of physical violence or the threat of such acts. Neither proof beyond a reasonable doubt nor conviction in a court of law is necessary to establish violation of the terms of the Dwelling Lease.
8. Engage in drug-related criminal activity on or off the premises. Tenant shall assure that no member of the Tenant's household or guest or other person under the Tenant's control engages in drug-related criminal activity on or off the premises.
 - (i) Drug-related criminal activity is defined as follows: Drug-related criminal activity means the illegal

manufacture, sale, distribution, or use of a drug, or the possession of a drug with the intent to manufacture, sell, distribute or use the drug.

(ii) Drug means a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) and/or as defined in Minnesota Statutes, Section 152.01.

9. Engage in abuse or demonstrate a pattern of abuse of alcohol that Management determines affects the health, safety, or right to peaceful enjoyment of the premises by other tenants, neighbors or employees of the Management. Tenant shall assure that no guest or other person under Tenant's control engages in such abuse or pattern of abuse.
10. Commit any fraud in connection with any Federal housing assistance program.
11. Make any repairs or changes or modifications to the unit or equipment provided by the PHA, or install any permanently attached carpet or any equipment, including, but not limited to, door locks, without the written approval of Management. Installation of satellite dishes, antennas or other reception devices shall be in accordance with rules adopted by Management, which are made a part of this Lease by reference.
12. Interfere with or refuse to cooperate with PHA's employees or contractors performance of duties.
13. Have any fowl, snakes or other animals on the premises, except small caged birds, fish in aquariums, small caged animals that will be kept indoors or a dog or cat as approved by Management and in accordance with the PHA's Pet Policy.
14. Create (by act or omission) or permit to exist any condition on the premises which results in a risk to the personal health or safety of any person or damage to property.
15. Engage in, or allow members of the household, guests, or another person under the Tenant's control to engage in, any activity, including criminal activity, which impairs the physical or social environment of the premises, the neighborhood, or the development.
16. Smoke, or allow Tenant's guests, visitors or another person under the Tenant's control to smoke in any common areas of the hi-rise. Common areas include the Community Room, hallways, stairways, elevators, public rest rooms, laundry rooms and any other indoor space that is not within and a part of the Tenant's dwelling unit.

8. PET POLICY AND DEPOSIT

- A. Tenant agrees to abide by all terms and conditions of the PHA's Pet Policy, which will be furnished to Tenant by Management. The PHA's Pet Policy is made a part of this Lease by reference. Failure to abide by the Pet Policy is grounds for termination.
- B. Except as provided in subsection D below, Management and Tenant mutually agree to allow Tenant to keep as a pet one cat or one dog that weighs no more than 25 pounds, or keep such other pet as is allowed by the PHA's Pet Policy. Tenant agrees to register the pet with Management before bringing the pet into the dwelling unit.
- C. Tenant shall pay a pet deposit to Management in accordance with the PHA's Pet Policy. Management will hold the pet deposit until the tenant moves out or no longer owns or keeps a pet in the hi-rise. The pet deposit will be fully refunded, with interest, provided that no pet damage has been done to the dwelling unit. Amounts necessary to repair such damage will be deducted from the pet deposit.
- D. EXCEPTIONS: Dogs are not permitted at Mt. Airy, Dunedin, Wabasha, and Exchange hi-rises.

9. TERMINATION OF THE LEASE

- A. Management will not terminate or refuse to renew the Lease and will not evict Tenant from the dwelling unit except for serious or repeated violation of material terms of the Lease or other good cause.
 1. Serious violation of the Lease includes, but is not limited to:
 - (a) Failure by a Tenant to report any increases in household income during a scheduled rent and income review or as specified under Section 5.B and 5.C. or failure to appear for a scheduled rent and income review.
 - (b) Non-payment of Tenant rent or other charges in a timely manner.
 - (c) Failure to accept a transfer for reasons specified in Section 5.D.
 - (d) Failure of Tenant, members of Tenant's household, guests and other persons under Tenant's control to fulfill obligations under Section 7 of this Lease.
 - (e) **The possession, use, or sale of a small amount of marijuana by a Tenant, members of the household, guests of the household, or any other person under the Tenant's control is a serious violation of the Dwelling Lease.** A report to law enforcement or a citation issued by law enforcement for a violation of Minnesota Statutes, Section 157.027 is not necessary to establish a violation of the Dwelling Lease under this provision.
 2. Other good cause includes, but is not limited to:
 - (a) Any activity, including criminal activity, engaged in by a Tenant, a member of the Tenant's household, a guest or another person under Tenant's control, that PHA determines threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or public housing employees, or other persons residing in the immediate vicinity of the premises.
 - (b) Drug-Related and/or criminal activity engaged in by a Tenant, a member of the Tenant's household, a guest or another person under Tenant's control **on or off** the premises is grounds for termination.
 - (c) Alcohol abuse that Management decides interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants, neighbors or employees.
 - (d) Failure of the Tenant to accept Management's offer of a new lease revised in accordance with Federal law and regulations.

- (e) Failure of a member of the family household to comply with the community service requirements of Federal housing law and regulations.
- (f) Failure of the Tenant to timely provide to the PHA any certification, release, information or documentation on family income, assets, family composition, abuse or pattern of abuse of alcohol, illegal use or pattern of illegal use of a controlled substance or criminal activity, or any other information material to the determination of eligibility for admission, rent, eligibility for continued occupancy, or unit size.
- (g) Misrepresentation of material information, failure to provide complete information, or fraud by the Tenant or a member of the Tenant's household, at any time relevant to eligibility for admission, the determination of rent, eligibility for continued occupancy or unit size.

B. Domestic Violence, Dating Violence, Stalking

- 1. Management will not terminate or refuse to renew the Lease and will not evict Tenant or a member of Tenant's household from the dwelling unit if the Tenant or household member is a victim of actual or threatened "domestic violence, dating violence, or stalking," as those terms are defined by the PHA's Admission and Occupancy Policies.
- 2. Pursuant to Federal law, Management may bifurcate this Lease in order to evict, remove, or terminate the assistance to any person who is a Tenant or a lawful occupant under this Lease when such person engages in criminal acts of physical violence against family members or others, on or off the premises. Management may take such action without evicting, removing, terminating assistance to, or otherwise penalizing a victim of such violence who is the Tenant or is a lawful occupant under this Lease.
- 3. Notwithstanding anything to the contrary contained in paragraphs B1 and B2 above, Management may terminate the Lease and evict the Tenant if it can demonstrate an actual and imminent threat to other tenants or to those employed at or providing service to the development in which the unit is located, if the tenant's tenancy is not terminated.
- 4. Nothing in this section shall prohibit Management from terminating the Lease and evicting the Tenant based on a violation of this Lease not involving domestic violence, dating violence, or stalking against Tenant or household member.

C. This Lease may be terminated by the Tenant at any time by giving at least thirty (30) days written notice to Management on or before the last day of the month the tenant intends on vacating the unit (*see Section 11C*). The Tenant shall leave the unit in a clean and good condition and return the keys to Management when the Tenant moves out. Failure to provide proper written notice or failure to leave the unit in a good and clean condition or failure to return the keys to Management may result in additional charges to the Tenant.

D. If the signer(s) of the Lease is no longer a member of the Tenant's household, this Lease will terminate. A new Lease will be executed and signed by all adult remaining members of the household if those persons have not violated the terms and provisions of the Lease and the family continues to be eligible for low-income housing.

E. If the Tenant transfers to another unit operated by Management, this Lease will terminate and a new Lease will be executed for the unit into which the Tenant moves. However, the signing of a new Lease does not remove or eradicate prior or existing Lease violations and the PHA retains the right to terminate the new Lease for violations of the Lease being terminated.

F. Management will give the Tenant written notice of termination of the Lease as follows:

- 1. Fourteen (14) days in the case of failure to pay rent;
- 2. A reasonable time depending on the seriousness of the situation in the case of a threat or act against the health or safety of other tenants, Management's employees, or other persons, or
- 3. Thirty (30) days in all other cases.

G. Acceptance of rent with knowledge of good cause for termination of the Lease shall not be considered a waiver of Management's right to terminate this Lease on the basis of such good cause nor of Management's right to assert such good cause in any legal action.

If the Tenant continues to occupy the dwelling unit after the Termination of the Lease, the Tenant agrees to pay Management the reasonable value of the use of the premises for the period that the Tenant continues to occupy the unit. The reasonable value for the use of the premises is equivalent to the amount of rent for such period. However, such payments shall not constitute rent and by accepting such payments Management does not waive its right to assert any Lease violations in any legal action.

If Management decides to terminate this Lease, it will give Tenant a written notice which states the reasons for the termination, informs the Tenant of his or her right to reply and informs the Tenant of Tenant's rights under the Grievance Procedure described in Section 13 of this Lease.

10. INSPECTIONS AND ACCESS

A. Before move-in, Management and Tenant will inspect the unit. Management will give Tenant a written statement of conditions of the unit and the equipment provided with the unit. The statement will be verified and signed by Management and Tenant. A copy of the statement will be kept by Management in the Tenant's file.

B. When Tenant moves out, Management will inspect the unit and furnish Tenant with a written statement of damages for which Tenant is responsible. If Tenant moves out after business hours or on a weekend or holiday, Management will inspect the unit on the next business day after Tenant has vacated. Management will give Tenant the opportunity to be present at this inspection by giving Tenant written notice, within a reasonable time,

of the time and date of the inspection. No notice will be provided if Tenant vacates without notice to Management.

C. Management may enter Tenant's unit as follows:

1. Management will provide Tenant with two (2) days written notice stating the purpose of entry into the unit, except that Management will provide Tenant with reasonable notice (written or oral) when it is necessary to enter the unit for making improvements or repairs. Management entry will be between the hours of 8:00 a.m. and 4:30 p.m. for the purposes of performing routine inspections and maintenance, including pest control operations, for making improvements or repairs, or to show the premises for re-rental.
2. Management may enter the unit at any time without prior notice to the tenant when there is a reasonable cause to believe an emergency exists;
3. If all adult members of the household are absent at the time of entry, Management will leave a written statement in the unit specifying the date, time and purpose of entry.
4. During any entry permitted by this section, PHA may take pictures to show damage to PHA property, unsafe conditions, the presence of illegal drugs or other evidence of criminal activity, or housekeeping violations.
5. Tenant's failure to allow access, interference with Management's right to enter or any other non-compliance with this section shall be grounds for termination of tenancy.

11. NOTICES

A. Any notice to the Tenant from Management will be in writing either:

1. Delivered personally and handed to the Tenant or another member of the Tenant's household who is an adult; or
2. Be sent by prepaid first class mail properly addressed.

B. If the Notice is delivered to a person other than the Tenant, Management will also mail a copy of the Notice to the Tenant.

C. Any notice the Tenant gives to Management must be in writing and either delivered to a Management employee at the assigned Management office or PHA Central Administrative Office, or be properly addressed and sent by first class mail.

12. ABANDONMENT OF PROPERTY

If the Tenant is absent from the unit for fourteen (14) consecutive days and rent is owed, Management has the right to consider that the Tenant has abandoned the unit. Any of the Tenant's remaining personal property remaining in the unit will be considered abandoned and may be disposed of by Management according to Minnesota law.

13. GRIEVANCE PROCEDURE

All disputes about the Lease or about the responsibilities of Tenant, Tenant's household or Management, will be processed and resolved in accordance with the Grievance Procedure of Management which is in effect at the time the dispute arises. The Grievance Procedure is posted in the Management office and is made a part of this Lease by reference.

14. ADMISSION AND OCCUPANCY POLICIES

The Admission and Occupancy Policies referred to in this Lease are the Admission and Occupancy Policies as approved and as amended by the PHA's Board of Commissioners and are made a part of this Lease by reference. A copy of the Admission and Occupancy Policies and amendments is posted in the Management Office and may be examined at any time during business hours.

15. CHANGES TO THIS LEASE

Changes to this Lease, other than changes in Tenant rent, will be made only by a written addendum signed by both Management and Tenant.

16. RECEIPT OF LEASE AND OTHER DOCUMENTS BY TENANT

The Tenant has received executed copies of this Lease and the Grievance Procedure, has been informed that the Admission and Occupancy Policies are posted in the Management Office and are available for inspection and understands how they all apply to the Tenant's tenancy.

17. ADDITIONAL PROVISIONS

By signing below, Tenant and Management enter into this Lease which will take effect on the date shown in Section 1, **TERM OF LEASE; RENEWAL OF LEASE** on page 1 of this Lease.

**PUBLIC HOUSING AGENCY
OF THE CITY OF SAINT PAUL**

Tenant

Tenant

Tenant

Date: _____

By: _____
Housing Manager

Date: _____