



**Agenda
City of Vernon
Vernon Housing Commission
Special Meeting
Wednesday, October 14, 2020, 09:00 AM
City Hall, Council Chamber
4305 Santa Fe Avenue
Vernon, California**

**Frank Gaviña, Chair
Steven Froberg, Vice Chair
Ronit Edry, Commissioner
Steve Hermon, Commissioner
Jorge Nevarez Jr., Commissioner
Marlene Ybarra, Commissioner
Melissa Ybarra, Commissioner**

THIS MEETING WILL BE CONDUCTED PURSUANT TO GOVERNOR NEWSOM'S EXECUTIVE ORDER N-29-20.

The public is encouraged to view the meeting at www.cityofvernon.org/webinar-vhc or by calling (408) 638-0968, Meeting ID 953-8210-5021#.

You may submit comments to PublicComment@ci.vernon.ca.us with the subject line "October 14, 2020 City of Vernon Special Housing Commission Meeting Public Comment Item #___." Comments received prior to 8 a.m., Wednesday, October 14, 2020, will be read into the record.

CALL TO ORDER

FLAG SALUTE

ROLL CALL

APPROVAL OF THE AGENDA

PUBLIC COMMENT

At this time the public is encouraged to address the Vernon Housing Commission on any matter that is within the subject matter jurisdiction of the Commission. The public will also be given a chance to comment on matters which are on the posted agenda during Commission deliberation on those specific matters.

NEW BUSINESS

1. **Public Works**

[Tenants and Authorized Occupants on City Leases](#)

Recommendation:

Receive and file the report.

1. [Standard Lease 20191211](#)

2. [Authorized Occupant Notice](#)

2. **Public Works**

[Tour of City-Owned Properties](#)

Recommendation:

Visitation of various City-owned properties to familiarize the Commission with current conditions. Tour to commence from Vernon City Hall with various stops throughout the City at City-owned properties. Those wishing to participate should convene at City Hall or at the stops as indicated in the agenda item report.

ORAL REPORTS

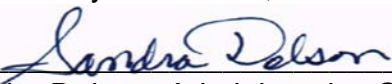
Brief reports, announcements, or directives to staff.

Next regular meeting: Wednesday, December 9, 2020, at 6:00 p.m.

ADJOURNMENT

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing agenda was posted on the bulletin board at the main entrance of the City of Vernon City Hall, located at 4305 Santa Fe Avenue, Vernon, California, and on the City's website, not less than 24 hours prior to the meeting set forth on this agenda.

Dated this 8th day of October, 2020

By: 
Sandra Dolson, Administrative Secretary

Vernon Housing Commission Agenda Item Report

Agenda Item No. COV-377-2020
Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: October 14, 2020

SUBJECT

Tenants and Authorized Occupants on City Leases

Recommendation:

Receive and file the report.

Background:

The Vernon Housing Commission approved standard lease (Attachment 1) states that a premise is for the sole use of the Tenant and named Authorized Occupants. In light of recent litigation and in an effort to avoid future disputes over tenancy and occupants, staff will be sending these letters on an annual basis to all City-owned housing units.

Beginning July 1, 2021, and every year thereafter, City Staff will send the attached Tenant and Authorized Occupant Letter and accompanying Additional Occupant Form (Attachment 2) to all City owned housing units. Additional Occupant Forms are to be returned by July 15th of each year. As a follow up to the letter and form, beginning July 16th of each year, all Tenants will be contacted by City Staff and any appropriate actions pursuant to the Lease and the Vernon Rental Housing Policy will follow.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments:

- [1. Standard Lease 20191211](#)
- [2. Authorized Occupant Notice](#)

RESIDENTIAL LEASE

THIS RESIDENTIAL LEASE (the "Lease") is dated as of _____, 20__, and is entered into between the CITY OF VERNON, a California municipal corporation ("Landlord") and _____ (collectively, "Tenant").

1. PROPERTY:

A. Landlord rents to Tenant and Tenant rents from Landlord, the property located at _____ (the "Premises").

B. The Premises are for the sole use as a personal residence by the Tenant and following named person(s) only: _____

(the "Authorized Occupants"). Occupancy shall be limited to no more than two persons per bedroom, plus one additional person. Authorized Occupants are not Tenants under this Lease.

2. TERM: The term of this Lease shall begin on _____ ("Commencement Date") and shall continue until _____, 20__ ("Expiration Date"). The term of the Lease may not be for a period longer than one (1) year.

A. At the end of any term, at Tenant's option, so long as Tenant is not in breach of any material obligation under this Lease, Tenant may renew the term of the Lease for a period not to exceed one year. If Tenant wishes to renew the Lease for a specified term, at least 30 days prior to the expiration of the current term, Tenant shall give Landlord written notice of Tenant's intent to renew the Lease, and the length of the renewal, not to exceed one (1) year.

B. If Tenant remains in occupancy after the Expiration Date, or any extension thereof, and Landlord accepts the monthly rent (other than past due rent), then the Lease shall continue as a month-to-month tenancy on the terms of this Lease terminable by either party upon at least 60 days' prior written notice. Tenant shall vacate the Premises upon expiration of this Lease and shall promptly remove all personal property.

3. RENT; RENT ADJUSTMENT: The capitalized term "Rent" shall mean all monetary obligations of Tenant to Landlord under this Lease, except the security deposit.

A. Tenant agrees to pay monthly rent in the amount of \$_____ per month, subject to adjustment as described in Section 3B below, in advance on the 1st day of each calendar month, by personal check, money order, or cashier's check to City of Vernon at 4305 Santa Fe Avenue, Vernon, CA 90058 (or at any other location subsequently specified by Landlord in writing to Tenant). If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that Landlord may by written notice to Tenant require Tenant to pay all future Rent by cashier's check.

- B. It is Landlord's policy to charge Tenant "market" rent. As such, Landlord reserves the right to adjust the Rent to reflect Landlord's current assessment of "market" Rent. Notwithstanding the foregoing, Landlord may not adjust the Rent more than once in any 12-month period of time.

4. SECURITY DEPOSIT:

- A. Concurrently with Tenant's execution of this Lease, Tenant shall pay one month's rent to Landlord as a security deposit.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes late charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; and (iii) clean the Premises, if necessary, upon expiration or earlier termination of the tenancy. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five (5) days written request to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code Section 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. After giving or receiving notice of termination of a tenancy, or before the end of this Lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the Lease or rental. If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. This Section does not apply, however, when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161 (2), (3) or (4).
- D. **The security deposit will not be returned until all Tenants and occupants have vacated the Premises and all keys have been returned. Any security deposit returned by check shall be made jointly to all Tenants named in this Lease.**

- E. No interest will be paid on the security deposit.
5. **INITIAL PAYMENTS; FIRST AND LAST MONTH'S RENT AND SECURITY DEPOSIT:** Upon execution of this Lease, Tenant shall pay the first partial month's rent (if applicable), first full month's rent, last month's rent (equal to one full month of rent) and the security deposit to Landlord by personal check, cashier's check, or money order.
6. **LATE CHARGE; RETURNED CHECKS:**
- A. Tenant acknowledges that either late payment of monthly rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses. If any installment of Rent due from Tenant is not received by Landlord within **five (5) calendar days** after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of five percent (5%) of the Rent due as a late charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, all of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any late charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any late charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a late charge or NSF fee shall not be deemed an extension of the date monthly rent is due under Section 3A above or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.
7. **PARKING:** If the Premises consist of an apartment, Tenant shall have two assigned parking spaces, specifically the two spaces labeled with the corresponding address of the Premises, and Tenant shall park only in such assigned spaces. Parking areas are to be used for parking properly licensed and operable motor vehicles, but not for trailers, boats, campers, buses or trucks (other than pick-up trucks). Parking areas used by Tenant are to be kept clean, and vehicles leaking oil, gas or other motor vehicle fluids shall not be permitted. Mechanical work or storage of inoperable vehicles is not permitted.
8. **STORAGE:** If the Premises consist of an apartment, Tenant shall have the right to use storage unit labeled with the corresponding address of the Premises. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, or any flammable materials, explosives, hazardous materials or wastes or other inherently dangerous material, or any illegal substances.
9. **UTILITIES:** Tenant shall pay for all utilities. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name

as of the Commencement Date. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant represents and warrants that Tenant has examined the Premises and, all appliances, landscaping and fixtures, including smoke detector(s) and carbon monoxide detectors, and Tenant acknowledges these items are in good and operable condition.

11. MAINTENANCE:

A. Tenant shall properly use, operate and safeguard the Premises, including maintaining any landscaping and appliances, and all mechanical, electrical, gas and plumbing fixtures, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all smoke detectors and carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord's Building Maintenance Department of any problem, malfunction or damage. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises resulting from failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

B. Tenant shall maintain, repair as necessary and water the garden, landscaping, trees and shrubs.

C. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance, and Tenant shall reimburse Landlord for Landlord's actual cost thereof, as additional Rent, within ten (10) days after written demand.

12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.

13. PETS: Unless otherwise provided in California Civil Code § 54.2, Tenant may keep no more than two dog(s) and/or three cat(s) on the Premises as pets, subject to Landlord's separate Pet Agreement attached hereto as Exhibit "A", which must be signed by Tenant

and is incorporated herein by reference. Except as expressly so provided herein, no other animal or pet shall be kept on or about the Premises without Landlord's prior written consent.

- 14. WATERBEDS:** If the Premises were constructed on or after January 1973, then Tenant may use a waterbed in the Premises provided: (i) Tenant obtains a replacement value \$100,000 waterbed insurance policy and delivers a copy to Landlord; (ii) the waterbed does not exceed the floor load for the Premises; (iii) the waterbed is held together by a pedestal or frame; (iv) the Tenant installs, maintains and moves the waterbed in accordance with the manufacturer's retailer's standards; (v) the Tenant gives Landlord at least 24 hours' prior written notice of Tenant's intention to install, move or remove (as applicable) the waterbed and arranges for a Landlord representative to be present when this occurs; (vi) the waterbed has a label certifying that it conforms to construction standards imposed by the State Bureau of Home Furnishings; and (vii) the waterbed was constructed after January 1, 1973.
- 15. SMOKING:** If smoking occurs on the Premises, Tenant is responsible for all damage caused by the smoking including, but not limited to, stains, burns, odors and removal of debris; and Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to take certain actions such as replacing carpet and drapes and painting entire premises regardless of when these items were last cleaned or replaced. Such actions and other necessary steps will impact the return of any security deposit.
- 16. RULES/REGULATIONS:**
- A.** Tenant shall comply with the Rules and Regulations attached hereto as Exhibit "B"
 - B.** Tenant agrees to comply with all other Landlord rules and regulations that are delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants (if any) or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- 17. (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:**
- The Premises is a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is _____. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions, and Landlord has provided or shall provide Tenant with copies of them. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities due to any violation by Tenant, or the guests or licensees of Tenant.
- 18. EQUIPMENT; ALTERATIONS; REPAIRS:** Unless otherwise required by law, without Landlord's prior written consent: (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or

changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.

Any equipment, fixtures, or improvements (including, without limitation, water treatment and water filtration equipment) installed by the Landlord (whether purchased by the Landlord or the Tenant) shall remain the property of the Landlord and shall remain on the Premises after the expiration or earlier termination of the Lease. Any equipment, fixtures, or improvements (including, without limitation, fencing) shall only be installed by the Tenant after written approval by the Landlord and shall become the property of the Landlord at the expiration or earlier termination of the Lease. The Landlord may require the Tenant to remove any such equipment, fixtures, or improvements (whether installed by the Landlord or the Tenant) and restore the Premises to their original condition at the Tenant's expense.

Any appliances installed or placed in the Premises by the Landlord shall remain the property of the Landlord and shall not be removed by the Tenant.

19. KEYS; LOCKS:

A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date):

_____ key(s) to the Premises

_____ remote control device(s) for garage door/gate opener(s)

for apartments and condominiums, _____ key(s) to mailbox

for apartments and condominiums, _____ key(s) to common area(s)

for apartments, _____ key(s) to storage unit(s)

B. If Tenant re-keys existing locks or opening devices (with or without Landlord's consent), Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.

20. ENTRY:

A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary repairs, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.

- B.** Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except that 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. Notice may be given orally to show the Premises to actual or prospective purchasers provided Tenant has been notified in writing within 120 days preceding the oral notice that the Premises are for sale and that oral notice may be given to show the Premises. No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry or (iii) if the Tenant has abandoned or surrendered the Premises. No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs.
- 21. SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.
- 22. ASSIGNMENT AND SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Lease or any interest in it. Any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall be grounds for Landlord to terminate this Lease. For purposes of this Lease, “assignment and subletting” shall be defined as set forth in the Procedures Regarding Impermissible Subletting or Assignment of Housing Units adopted by the Vernon Housing Commission (“VHC”) as of December 12, 2012 and as modified by the VHC from time to time.
- 23. JOINT AND SEVERAL OBLIGATIONS:** If there is more than one Tenant, each one shall be completely responsible for the performance of all obligations of Tenant under this Lease, jointly and severally with every other Tenant, whether or not in possession. Any such joint and several obligations do not extend to Authorized Occupants, who are not Tenants under this lease.
- 24. LEAD-BASED PAINT (If checked):** The Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached Exhibit “C” and a federally approved lead pamphlet.
- 25. PERIODIC PEST CONTROL (If checked):** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 26. MEGAN’S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender’s criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Landlord is not required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)

- 27. MOLD AND MILDEW WARNING NOTICE:** Mold and mildew may be injurious to one's health; therefore, Tenant acknowledges that: (a) Tenant has inspected the Premises, and every part thereof, at the outset of the tenancy; (b) Tenant has found no signs of moisture, mold or mildew therein; (c) Tenant shall: (i) keep the Premises well-ventilated, clean and dry any signs of mold or mildew from all surfaces, (ii) promptly notify Landlord of any dampness (from leaks, overflows, water intrusion, etc.); and (iii) promptly notify Landlord of any mold, as well as any malfunction of ventilation, air conditioning or heating systems. Tenant shall be liable for any costs, expenses, injuries, damages and claims that may result from any failure to perform the foregoing duties.
- 28. TOXIC SUBSTANCE WARNING:** Landlord is required to give you notice that areas on this property contain or may contain one or more of some 700 + toxic substances and chemicals substances, such as swimming pool disinfectant, cleaning substances, automobile exhaust fumes, barbeque or second-hand cigarette smoke, laundry room fluids or emissions, lead paint, asbestos, etc., known to the State of California to cause cancer, reproductive toxicity, birth defects and reproductive harm.
- 29. TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
- A.** Upon the expiration or earlier termination of this Lease, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any mailboxes, pools, gates, common areas and all garage door openers; (ii) vacate and surrender Premises to Landlord, empty of all personal property and persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises to Landlord in good and broom-clean condition; (v) remove all debris; and (vi) give written notice to Landlord of Tenant's forwarding address.
- B.** All alterations/improvements made by or caused to be made by Tenant and/or Authorized Occupants, with or without Landlord's consent, shall become the property of Landlord upon the expiration or earlier termination of this Lease. At Landlord's discretion, Landlord may, but is not obligated to, restore the Premises to the condition they were in prior to any alterations/improvements that were not approved in writing by Landlord. In such a case, Tenant shall reimburse Landlord, as additional Rent, within ten (10) days after written demand for costs of restoration.
- 30. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises. Unless Landlord expressly agrees in writing to pay relocation benefits, Tenant hereby waives any and all rights it may have to relocation benefits under California law.

- 31. DAMAGE:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice and Rent shall be abated as of the date Premises become totally or partially uninhabitable. If the Premises is an apartment unit or condominium, then Landlord may terminate this Lease upon written notice to Tenant if damage to the apartment or condominium complex occurs which will cost in excess of 20% of the replacement cost of the complex to repair. If this Lease is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 32. INSURANCE:** Tenant's, Authorized Occupant's, or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
- 33. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach. Landlord does not waive any rights by accepting rent or by failing to enforce any terms of this Lease. Landlord's acceptance of rent with knowledge that Tenant has violated the Lease shall not waive or affect Landlord's right to evict Tenant.
- 34. NOTICES:** Notices may be served at the following address, or at any other location subsequently designated:
- | | |
|----------------------------|-------------------------|
| Landlord: City of Vernon | Tenant: To the Premises |
| 4305 South Santa Fe Avenue | |
| Vernon, CA 90058 | |
| Attn: City Clerk | |
- 35. TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return, from time to time, a tenant estoppel certificate delivered to Tenant by Landlord, containing such information regarding this Lease and the Premises as Landlord may request, within five (5) business days. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by Landlord and a lender or purchaser.
- 36. TENANT REPRESENTATIONS; CREDIT REPORTS:** Tenant warrants that all statements in Tenant's rental application are accurate, and Tenant hereby authorizes Landlord to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Lease. Landlord may cancel this Lease: (i) before occupancy begins, upon disapproval of the credit report(s); or (iii) at any time, upon discovering that material information in Tenant's application is false. A negative

credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

37. MEDIATION:

A. Subject to Section 37B below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally between Landlord and Tenant. If, for any dispute or claim to which this Section applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover its attorneys' fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) any matter within the jurisdiction of a probate, small claims or bankruptcy court; (iii) an action for injunctive relief; (iv) an action for attachment.

38. ATTORNEYS' FEES: In any action or proceeding arising out of this Lease, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorneys' fees and costs, except as provided in Section 37A above.

39. ENTIRE CONTRACT; SEVERABILITY; AMENDMENTS: All understandings between the parties are incorporated in this Lease. The terms are intended by the parties as a final, complete and exclusive expression of their agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Lease is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing.

40. **TERMINATION OF EXISTING LEASE (If checked):** Upon the Commencement Date, the existing Lease between Landlord and Tenant dated _____ shall terminate.

41. LANDLORD IS ACTING IN ITS PROPRIETARY CAPACITY (NOT GOVERNMENTAL CAPACITY): In entering into this Lease, Landlord is acting in its proprietary capacity as a party to a contract, and not in its governmental capacity; consequently, nothing in this Lease shall be construed to modify or waive Landlord's rights in its governmental capacity, all of which are hereby reserved.

42. INDEMNITY: Tenant shall defend, indemnify and hold Landlord harmless from and against any and all claims, liabilities, Leases, damages, costs and expenses arising from, or relating to, any act or omission by Tenant or any Authorized Occupant, or guest, licensee, contractor, sublessee or assignee of Tenant, in, on or about the Premises.

43. TIME OF ESSENCE: Time is of the essence of each and every provision of this Lease in which time is a factor.

44. **EXECUTION IN COUNTERPARTS:** Counterpart originals of this Lease may be executed, each of which, and all of which together, shall constitute one and the same agreement.
45. **POSSESSORY INTEREST TAX:** Landlord hereby informs Tenant that a form of property tax called a “possessory interest tax” may apply to Tenant’s interest under this Lease. Tenant shall pay all such possessory interest taxes, as assessed to Tenant, before they become delinquent, and may submit proof of payment of such tax to Landlord for prompt reimbursement.
46. **WAIVER OF RELIEF FROM FORFEITURE:** To the extent not prohibited by law, Tenant hereby waives and agrees not to assert any rights or benefits under California Code of Civil Procedure Section 1179 permitting a court to relieve a tenant from forfeiture of a Lease and restore him to or her to tenancy in the case of “hardship”.
47. **COMMISSION AUTHORITY TO AMEND:** The VHC shall have the authority (but not any obligation) to amend this Lease on behalf of the City; provided the amendment is express, in writing and executed by the VHC Director and the Tenant.
48. **Compliance With Laws:** Neither Tenant, nor Tenant’s guests or invitees, shall violate any law or commit or permit any waste, damage to, or nuisance in or about, the Premises, or in any way annoy any other tenant, or operate any business in or about the Premises, or do or keep anything in or about the Premises that will obstruct the common areas or usage thereof, or increase Landlord’s insurance premiums.
49. **Non-Curable Breach of Agreement:** The following, by way of illustration and not limitation, shall constitute a non-curable breach of this Agreement: (a) Police raid upon the Premises resulting in the arrest and conviction of Tenant for possession/sale/storage of any illegal narcotic/controlled substance/chemical or herbal contraband, in or about the Premises, or for aiding and abetting any family member, occupant, guest or visitor in any such activity; (b) Misrepresentation or material omission on Tenant’s Rental Application vitiating the tenancy; (c) violation of paragraph 22 of this Lease.
50. **Priority Right to Purchase Housing Units for Tenants Who First Leased a Housing Unit on or before July 7, 2011:** If Tenant first Leased and occupied the Premises on or before July 7, 2011, regardless of the effective date of this Lease, and if the Premises is offered for sale, Tenant shall have a priority right to purchase the Premises, subject, however, to the California Attorney General approving of this grant of a priority right. If the California Attorney General does not approve of the granting of this priority right, no such priority right shall exist.

(Continued on Next Page)

IN WITNESS WHEREOF, Landlord and Tenant have executed and delivered this Lease as of the date first written above.

LANDLORD:

CITY OF VERNON,
a California municipal corporation

By: _____
Carlos R. Fandino, Jr.
City Administrator and VHC Director

ATTEST:

Lisa Pope, City Clerk

TENANT:

Print Name: _____

Print Name: _____

EXHIBIT "A"
PET AGREEMENT

(Attached; to be completed by Tenant, and executed and dated by Tenant and Landlord.)

PET AGREEMENT

LANDLORD: _____

TENANT: _____

PREMISES: _____

DOG(S): _____ CAT(S): _____

Breed(s): _____ Breed(s): _____

Name(s): _____ Name(s): _____

Tenant, in consideration of this agreement which is incorporated into the rental agreement, shall abide by the following terms, each of which is material:

1. Pet(s) allowed: The only pet(s) which the tenant shall keep on the premises are described above.
2. Repair and/or Replacement: Tenant shall either, at the sole election of the landlord, repair in a workmanlike manner or reimburse the landlord for the costs of said repair, upon a demand contained in a three day notice to perform or quit, any damages to the premises or its furnishings and improvements, caused by the pet(s).
3. Dogs: Dogs must be neutered. Dogs must be leashed, at all times, outside the premises. Dogs shall not be allowed to defecate on or about the premises. Any such defecation must be immediately removed and either wrapped or bagged. Unwrapped defecation shall not be placed in any trash container. Dogs must not bark or howl or in any way become a nuisance or threat to the other tenants of the premises. Dogs shall be kept free of fleas and tenant is responsible for the costs of any and all flea infestation treatment which may be required, at the sole discretion of the landlord. Tenant represents that their dog(s) is/are housebroken.
4. Cats: Cats must be neutered. Cats must be kept inside the premises at all times unless the premises is a single family dwelling. A litter box must be maintained inside the premises and it must be kept clean. Litter must be bagged before being placed into trash.
5. Feeding: No pet may be fed outside the dwelling unit except if the unit is a single family dwelling, or fed over any uncovered carpeting.
6. Laws and ordinances: Tenant shall obey all pertinent laws and ordinances.

7. Breach of Covenant: The breach of any covenant of this agreement, following the service of a three day notice to perform or quit on the tenant, shall be deemed a material breach of the rental agreement and will entitle the landlord to restitution of the premises, and such other damages as may be recoverable pursuant to the terms of the rental agreement.
8. Unattended Pet: No pet shall be left unattended for more than twenty-four hours. When tenant is on vacation or away from the premises for more than twenty-four hours, the pet must be taken to a pet care facility. Strangers to the tenancy shall not be allowed to enter the premises to care for the pet.
9. Abandonment of Pet: Any pet left at the premises following either voluntary vacation by the tenant or lockout pursuant to court order shall be deemed abandoned. The landlord has no responsibility for the care, feeding, and maintenance of the pet, and may immediately turn the pet over to any local animal control authority.
10. Complete Agreement: This is the complete agreement between the parties concerning pet(s).
11. Modification of Agreement: This agreement may only be modified by an agreement in writing signed by both parties.
12. Waiver: The acceptance of rent by the landlord from the tenant after a breach or purported breach of this agreement shall not be considered a waiver of any covenant herein.
13. Indemnity and Hold Harmless: The tenant shall indemnify the landlord and hold the landlord harmless from any and all damages, inconveniences, and nuisance which may be caused by the pet, and will reimburse landlord for all expenses occasioned thereby.
14. Liability insurance covering injuries or damages caused by Tenant's pet(s), with a minimum limit per incident as specified by Landlord, showing Landlord as an additional insured, shall be purchased by Tenant and kept in effect during the tenancy on Landlord's demand.

 Tenant

 Date

 Tenant

 Date

 Landlord

 Date

EXHIBIT "B"
RULES AND REGULATIONS

1. Landlord is not responsible for providing any security, and shall not be responsible for fire, theft of personal property, including jewelry, money, apparel or other items in the Premises, storage areas, carports, garages, common area or mailboxes.
2. No unnecessary noise is allowed at any time. All musical instruments, television sets, radios, stereos, etc. are to be played only at a volume that does not disturb neighbors and other residents.
3. All appliances including garbage disposal and dishwasher are to be operated only in accordance with factory recommendations, instructions delivered to you or posted instructions.
4. No alterations may be done without prior written consent from Landlord. Any drapes and carpets must be given good care and kept free of spots, burns and other damage. Notwithstanding the foregoing, if a Tenant paints a unit, upon move-out, the Tenant must re-paint the unit in its original color, or will be held financially liable for the cost of re-painting the unit.
5. Cost of repairs to or stoppage of, waste pipes or drains, water pipes, plumbing fixtures or overflow therefrom caused by negligent or improper usage, or the introduction of foreign articles or materials into the system, will be the responsibility of and must be paid for by the Tenant.
6. With respect to apartments and condominiums, no rugs, towels, articles of clothing or other such items are to be draped over the rails of balconies, and no mops or rugs are to be shaken from same or through window openings.
7. The storage of gasoline or other combustibles is prohibited.
8. Residents are responsible for the conduct of their licensees, guests and contractors and the adherence to these rules at all times. Intoxication, disorderly conduct, objectionable language or other disturbance by residents or visitors are not permitted.
9. No trash or other material may be accumulated that will create a hazard or be in violation of any health, fire or safety ordinance or regulation. Premises must be kept clean and sanitary and free from objectionable odors.
10. Vehicles parked in violation of the Lease may be towed away at the Tenant's expense.
11. If the Premises consists of an apartment or condominium unit, no personal belongings, including bicycles, equipment or other items may be placed in halls, stairways or any common areas except in areas where expressly allowed by posted signage.

EXHIBIT "C"
EPA LEAD BASED PAINT DISCLOSURE FORM

(Attached; to be completed by Landlord, and executed and dated by Tenant.)

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor’s Disclosure

(a) Presence of lead-based and/or lead-based paint hazards (check (i) or (ii) below):

(i) ___ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ___ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

(i) ___ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) ___ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee’s Acknowledgment (initial)

(c) ___ Lessee has received copies of all information listed above.

(d) ___ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent’s Acknowledgment (initial)

(e) ___ Agent has informed the lessor of the lessor’s obligations under 42. U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.Premises:

Lessor: City of Vernon

By:

Date:

Lessee Date

Lessee Date



CITY ADMINISTRATION
4305 Santa Fe Avenue, Vernon, California 90058
Telephone (323) 583-8811

July 1, 202X

<Tenant>
<Address>
Vernon, CA 90058

Re: Tenant(s) and Authorized Occupants in the City-Owned Housing Unit Located at <Address>

Dear Tenant:

According to your Residential Lease dated <date> (“Lease”) for the City-owned housing unit located at 3550 Vernon Avenue, Vernon California (“Premises”), the following individuals are listed as either a Tenant and/or Authorized Occupants: <Authorized Occupants>.

Please confirm that the above-referenced <Authorized Occupants> continue to reside at the Property by completing the attached form.

Pursuant to Section 1(B) of the Lease, the Premises are for the sole use as a personal residence by the Tenant(s) and the Authorized Occupant(s). An Authorized Occupant is not a party to the Lease. If a Tenant listed on the Lease no longer resides on the premises, the City must be notified immediately. If the Authorized Occupant(s) listed above have changed, the Lease must be amended to include the name(s) of the proposed occupant(s), subject to a full background check for each proposed new occupant at the expense of the Tenant. Please identify any proposed additional occupants on the attached form.

Authorized Occupant form(s) must be returned by July 15, 202X to:

City of Vernon
4305 Santa Fe Avenue
Vernon, CA 90058
Attention: City Housing

Please note that if you do not provide the information as requested and comply with all applicable Lease requirements, you may be found in breach of a material obligation under this Lease. If you have any questions or require any further information, please contact City Housing at (323) 826-1472, or housing@ci.vernon.ca.us

Sincerely,

Carlos R. Fandino Jr.
City Administrator/Housing Commission Director

Exclusively Industrial

ADDITIONAL OCCUPANTS

Lessee: <Tenant>

Address: <Address>

Authorized Occupants Pursuant to Section 1(B) of your Lease: <Authorized Occupants>

Additional Occupants (Including Children)? Please Mark One:

NO ADDITIONAL OCCUPANTS

AUTHORIZED OCCUPANTS NO LONGER RESIDE AT THE PROPERTY

ADDITIONAL OCCUPANTS ARE LISTED BELOW

Acknowledgement: By my signature below, I confirm that the information provided on this Additional Occupants Form is correct as of this date, and that submission of this Form does not guarantee City authorization of any proposed new occupant(s).

Name	Signature	Date
------	-----------	------

**Complete all information for each proposed additional occupant.
Full legal name must include generation title if applicable (Jr., Sr., III).
Full legal address must include zip code.**

1. Full Legal Name: _____
Social Security #: _____ Date of Birth: _____
Driver's License #: _____ Age: _____
Full Legal Address: _____
Relationship to Applicant: _____

2. Full Legal Name: _____
Social Security #: _____ Date of Birth: _____
Driver's License #: _____ Age: _____
Full Legal Address: _____
Relationship to Applicant: _____

3. Full Legal Name: _____
Social Security #: _____ Date of Birth: _____
Driver's License #: _____ Age: _____
Full Legal Address: _____
Relationship to Applicant: _____

Vernon Housing Commission Agenda Item Report

Agenda Item No. COV-342-2020
Submitted by: Daniel Wall
Submitting Department: Public Works
Meeting Date: October 14, 2020

SUBJECT

Tour of City-Owned Properties

Recommendation:

Visitation of various City-owned properties to familiarize the Commission with current conditions. Tour to commence from Vernon City Hall with various stops throughout the City at City-owned properties. Those wishing to participate should convene at City Hall or at the stops as indicated in the agenda item report.

Background:

At its September 9, 2020 meeting, the Housing Commission scheduled a special meeting to tour City-owned housing. The purpose of the tour is to orient new Commissioners to the City's housing stock and allow the Commission to see the current status of the housing.

The tour will depart City Hall at approximately 9:15 a.m. Following are the tour stops and estimated times:

9:15 a.m. Depart City Hall
9:20 a.m. 4324 Furlong Place
9:50 a.m. 3550 Vernon Avenue
10:20 a.m. 50th Street Apartments
10:50 a.m. 3361 Fruitland Avenue
11:30 a.m. Return to City Hall

The public is invited to join the Commission on the tour or at any of the proposed stops.

Fiscal Impact:

There is no fiscal impact associated with this report.

Attachments: