

**A REGULAR MEETING OF THE  
BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF  
SAN BERNARDINO**

TO BE HELD TELEPHONICALLY  
January 12, 2021 AT 3:00 P.M.

Zoom Meeting – Board of Commissioners will be forwarded instructions  
Members of the public may call:  
Call In Number (669) 900-6833  
Meeting ID: 869 2447 9858  
Password: 810045

This meeting is being held in accordance with the Brown Act as currently in effect under the State of Emergency Services Act, the Governor's Emergency Declaration related to COVID-19 and the Governor's Executive Order N-29-20 issued on March 17, 2020, that allows attendance by the Board of Commissioners, Housing Authority staff, and the public to participate and conduct the meeting by teleconference, videoconference, or both.

Members of the public wishing to participate should call in using the teleconference information stated above. Public comments, limited to 250 words or less, can only be submitted via web at <https://hacsb.com/board-of-commissioners/> and/or via email at [publiccomment@hacsb.com](mailto:publiccomment@hacsb.com) and will be read into the record, limited to 3 minutes per comment. Some comments may not be read due to time limitations.

**AGENDA**

**PUBLIC SESSION**

- 1) Call to Order and Roll Call
- 2) Additions or deletions to the agenda
- 3) General Public Comment - Any member of the public may address the Board of Commissioners on any matter not on the agenda that is within the subject matter jurisdiction of the Board. To make a comment on a specific agenda item, please submit your comments via email or online by 1:00 p.m. on the Tuesday of the Board meeting. Comments should be limited to 250 words or less Please submit your comments via web at <https://hacsb.com/board-of-commissioners/> and email at [publiccomment@hacsb.com](mailto:publiccomment@hacsb.com). Your comments will be placed into the record at the meeting. Efforts will be made to read the comments into the record, but some comments may not be read due to time limitations.

## **DISCUSSION CALENDAR**

(Public comment is available for each item on the discussion calendar)

- 4) Receive the Executive Director's Report for January 12, 2021. (Page 1)
- 5) Receive the board building presentation for January 12, 2021, regarding an overview of the Housing Authority of the County of San Bernardino's general legal counsel services. (Page 2)
- 6)
  - 1 – Approve Joint Memorandum of Understanding with the County of San Bernardino Department of Children and Family Services and Office of Homeless Services for referral and supportive services for the Family Unification Program for three years effective February 1, 2021 through January 31, 2024.
  - 2 – Authorize and direct the Executive Director to execute and deliver Memorandum of Understanding to the County of San Bernardino Department of Children and Family Services and Office of Homeless Services, and to approve any non-substantive revisions necessary to complete the transaction upon consultation with Legal Counsel.
  - 3 – Authorize the Executive Director to execute any subsequent amendments which may be required by a Notice of Funding Availability issued by the United States Department of Housing and Urban Development, subject to review of Legal Counsel. (Pages 3-19)
- 7)
  - 1 - Approve a Memorandum of Understanding with the San Bernardino County Workforce Development Board as a Workforce Innovation & Opportunity Act One-Stop America's Job Centers of California Partner, retroactive to the effective date of January 2, 2021 through June 30, 2022.
  - 2 – Authorize and direct the Executive Director to execute and deliver the Memorandum of Understanding to the San Bernardino County Workforce Development Board and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction. (Pages 20-52)
- 8)
  - 1 – Approve Amendment No. 3 to Contract 15-803 with the County of San Bernardino Community Development and Housing Department extending the term for two additional years retroactive from July 1, 2020 through June 30, 2022 for the remaining amount not to exceed \$77,883.50 for the Homeless Veterans Housing Initiative Enhanced Security Deposit Program.
  - 2 – Authorize and direct the Executive Director to execute and deliver the contract amendment to the County of San Bernardino and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction. (Pages 53-71)
- 9)
  - 1 – Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. at 27 scattered site units for the Continuum of Care Program, for a five-year period from February 1, 2021 through January 31, 2026.
  - 2 – Authorize and direct the Executive Director to execute and deliver the contract extension to Housing Partners I, Inc., and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction. (Pages 72-107)

- 10) 1 – Approve Amendment No. 3 to Contract No. PC963, effective February 1, 2021, with Wells Fargo Bank N.A. for Banking Services, increasing the current contract amount by \$95,000 for a total contract amount not to exceed \$308,400 and extending the contract by one year through January 31, 2022.  
  
2 – Authorize and direct the Executive Director to execute and deliver the contract amendment to Wells Fargo Bank N.A. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 108-115)

### **CONSENT CALENDAR**

- 11) APPROVAL OF CONSENT ITEMS: # 12 - 15
- 12) **CONTINUED FROM TUESDAY, December 8, 2020, ITEM NO. 18**  
Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on November 10, 2020.  
(Pages 116- 121)
- 13) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on December 8, 2020.  
(Pages 122-133)
- 14) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in October 2020. (Pages 134-138)
- 15) Approve and file the Agency-wide Financial Statements through September 2020.  
(Pages 139-141)
- 16) Individual Board member Comments
- 17) Adjourn

This agenda contains a brief description of each item of business to be considered at the meeting. In accordance with the Ralph M. Brown Act, this meeting agenda is posted at least 72 hours prior to the regularly scheduled meeting at the Housing Authority of the County of San Bernardino (HACSB) Building located at 715 East Brier Drive, San Bernardino, California, 92408. The agenda and its supporting documents can be viewed online at <http://www.hacsb.com>. However, the online agenda may not include all available supporting documents or the most current version of documents.

If you challenge any decision regarding any of the above agenda items in court, you may be limited to raising only those issues you or someone else raised during the public testimony period regarding that agenda item or in written correspondence delivered to the Board of Commissioners at, or prior to, the public hearing.

It is the intention of the HACSB to comply with the Americans with Disabilities Act (ADA). If you require special assistance, HACSB will attempt to accommodate you in every reasonable manner. Please contact Sylvia Robles at (909) 890-6318 at least 48 hours prior to the meeting to inform us of your particular needs.

HACSB ofrece asistencia idiomática gratis. Para ayuda con este documento, por favor llámenos al (909) 890-0644.

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD  
OF ACTION**

**January 12, 2021**

**FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

**SUBJECT**

Executive Director's Report for January 12, 2021

**RECOMMENDATION(S)**

Receive the Executive Director's Report for January 12, 2021.  
(Presenter: Maria Razo, Executive Director, 332-6305)

**GOALS & OBJECTIVES**

**Operate in a Fiscally-Responsible and Business-Like Manner.**

**FINANCIAL IMPACT**

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there is no financial impact associated with this item.

**BACKGROUND INFORMATION**

The Executive Director's report summarizes ongoing initiatives of HACSB's strategic plan, Moving to Work activities, overall agency updates, as well as other initiatives federally regulated by the United States Department of Housing and Urban Development.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on December 28, 2020.

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD  
OF ACTION**

**January 12, 2021**

**FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

**SUBJECT**

Board Building Presentation for January 12, 2021

**RECOMMENDATION(S)**

Receive the board building presentation for January 12, 2021, regarding an overview of the Housing Authority of the County of San Bernardino's general legal counsel services.  
(Presenter: Maria Razo, Executive Director, 332-6305)

**GOALS & OBJECTIVES**

**Operate in a Fiscally-Responsible and Business-Like Manner.**

**FINANCIAL IMPACT**

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there is no financial impact associated with this item.

**BACKGROUND INFORMATION**

Per the United States Department of Housing and Urban Development (HUD) Commissioner Lead the Way Training, board building is required to provide the Board of Commissioners with information regarding ongoing initiatives of HACSB's strategic plan, Moving to Work activities, overall agency updates, as well as other initiatives federally regulated by HUD.

This month's board building presentation will include an overview of HACSB's general legal counsel services.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on December 29, 2020.

# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**January 12, 2021**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

Joint Memorandum of Understanding with the County of San Bernardino Department of Children and Family Services and Office of Homeless Services for the Family Unification Program

## **RECOMMENDATION(S)**

1. Approve Joint Memorandum of Understanding with the County of San Bernardino Department of Children and Family Services and Office of Homeless Services for referral and supportive services for the Family Unification Program for three years effective February 1, 2021 through January 31, 2024.
2. Authorize and direct the Executive Director to execute and deliver Memorandum of Understanding to the County of San Bernardino Department of Children and Family Services and Office of Homeless Services, and to approve any non-substantive revisions necessary to complete the transaction upon consultation with Legal Counsel.
3. Authorize the Executive Director to execute any subsequent amendments which may be required by a Notice of Funding Availability issued by the United States Department of Housing and Urban Development, subject to review of Legal Counsel.

(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

**HACSB has secured the resources needed for accomplishing its mission.**

**HACSB clients, programs, and properties are embraced by all communities.**

**HACSB clients live in safe and desirable homes and communities where they can develop and prosper.**

## **FINANCIAL IMPACT**

The recommended Joint Memorandum of Understanding (MOU) is non-financial and as such does not have financial impact on the Housing Authority of the County of San Bernardino (HACSB).

## **BACKGROUND INFORMATION**

HACSB currently administers the Family Unification Program (the Program), funded by the United States Department of Housing and Urban Development (HUD), which provides housing subsidies to approximately 123 eligible families for whom the lack of adequate housing is a primary factor in the separation, or imminent separation, of children from their families; and young adults, who left foster care, or will leave foster care within 90 days, and are homeless or at risk of becoming homeless. Through the partnership, the County of San Bernardino's Department of Child and Family Services (CFS) is responsible for identifying families and young adults eligible for the Program and providing case management with supportive services. The Office of Homeless Services (OHS) is responsible for identifying eligible young adults who are not on CFS's caseload and coordinating the prioritization of these young adults through the Coordinated Entry System. Approval of this non-financial MOU will allow the partnership to provide supportive services to families and for HACSB to process referrals to the Program.

During the term of this MOU, HUD may issue a Notice of Funding Availability (NOFA) for additional Program or Foster Youth to Independence Initiative vouchers. In past NOFA, the funding application is due within 60 days and requires an updated MOU. The application deadline does not provide enough time to return to the Board of Commissioners (Board) for authorization to amend the MOU. Therefore, the Board is requested to authorize the Executive Director to amend the MOU should future NOFAs require an updated MOU.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on December 28, 2020.



**JOINT MEMORANDUM OF UNDERSTANDING**  
**between**  
**THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**  
**and**  
**THE COUNTY OF SAN BERNARDINO CHILDREN AND FAMILY SERVICES**  
**and**  
**SAN BERNARDINO COUNTY OFFICE OF HOMELESS SERVICES**  
**For**  
**FAMILY UNIFICATION PROGRAM**

**February 1, 2021 – January 31, 2024**

**WHEREAS**, the County of San Bernardino Children and Family Services, hereafter referred to as CFS, serves as the County of San Bernardino's Public Child Welfare Agency (PCWA) and provides services to protect endangered children, preserve and strengthen families, and develop alternative family settings in San Bernardino County; and

**WHEREAS**, the San Bernardino County Office of Homeless Services, hereafter referred to as OHS, serves as the collaborator for the San Bernardino City and County Continuum of Care (CoC) and promotes collaboration between agencies to direct planning, development, and implementation of the San Bernardino County 10-Year Strategy to End Homelessness; and

**WHEREAS**, the Housing Authority of the County of San Bernardino, hereafter referred to as HACSB, provides housing subsidies to families and foster youth through the Family Unification Program (FUP); and

**WHEREAS**, HACSB and CFS are committed to administering the Family Unification Program (FUP); and

**WHEREAS**, OHS is committed to cooperate with and assist HACSB and CFS to integrate the prioritization and referral process for FUP-eligible youth/young adult into the local CoC coordinated entry process; and

**WHEREAS**, HACSB, CFS and OHS desire a Memorandum of Understanding (MOU) for the purpose of defining their respective roles in providing housing subsidies, support and services for the administration of the Family Unification Program; and

**NOW THEREFORE**, CFS, OHS and HACSB mutually agree to the following terms and conditions:

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## I. PURPOSE

The Family Unification Program (FUP), administered by HACSB, provides housing subsidies with supportive services to families for whom the lack of adequate housing is a primary factor in the separation, or imminent separation, of children from their families; and youth/young adults at least 18 years and not more than 24 years of age, who left foster care, or will leave foster care within 90 days, in accordance with a transition plan, and are homeless or are at risk of becoming homeless at age 16 or older.

Housing subsidies for approximately 123 families and individuals are available. HACSB will work with CFS and OHS to identify FUP-eligible families and FUP-eligible youth/young adults as defined in Section II. CFS will refer to HACSB FUP-eligible families and FUP-eligible youth/young adults to be assisted with housing subsidies. CFS and OHS through the CoC Coordinated Entry System (CES) will work to identify FUP-eligible youth/young adults not currently within CFS's caseload. HACSB will administer the housing subsidies and corresponding family obligation requirements, while CFS will provide case management services.

The Program is a federal program funded by the U.S. Department of Housing and Urban Development and HACSB is the grantee for the rental assistance of Family Unification Vouchers. Case management service funding is not provided by the grant, as such, it is HACSB's responsibility to identify a partner that will provide the needed case management services and determine if the household meets the federal guidelines for Program eligibility.

## II. DEFINITIONS

- A. Administrative Plan – Policy manual that details rules and policies that govern the subsidized programs under the HACSB.
- B. At Risk of Becoming Homeless – Refers to individuals and families meeting the definition of this term under 24 CFR 578.3.
- C. Coordinated Entry System (CES): The CES is used to identify, assess and prioritize homeless individuals and families for housing and services based on vulnerability and severity of need. Designed to ensure people experiencing homelessness receive the right housing intervention and prioritize people who need supportive housing the most to be able to access it as quickly as possible.
- D. Family – Is used interchangeably with “applicant”, “participant” or “client.”
- E. Family Obligations Agreement/Voucher – Contract between the eligible participant and the HACSB that details the requirements, rules, policies, and responsibilities for participation in the Program. A contract signed by the eligible participant with HACSB does not preclude or override any requirements made by CFS or OHS or contained in the Landlord/tenant Lease.
- F. FUP-Eligible Family – A family that the PCWA has certified as a family for whom the lack of adequate housing is a primary factor in the imminent placement of the family's child, or children, in out-of home care, or in the delay of discharge of a child, or children, to the family from out-of-home care, and that the Public Housing Authority (PHA) has determined is eligible for a Housing Choice Voucher (HCV).

- G. FUP-Eligible Youth – A youth/young adult that the PCWA has certified to be at least 18 years old and not more than 24 years of age (has not reached their 25<sup>th</sup> birthday) who left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is At Risk of Becoming Homeless at age 16 or older.
- H. Homeless – Refers to the population included in the definition of this term at 24 CFR 578.3.
- I. Housing Quality Standards (HQS) Inspection – An inspection to ensure the unit meets health, safety and quality standards, under HUD guidelines, that takes place prior to the execution of the Lease between the Landlord and the tenant and before execution of the HAP Contract between the Landlord and the HACSB and is also conducted on biennial basis to ensure ongoing compliance of the subsidized rental unit.
- J. HUD – Department of Housing and Urban Development.
- K. Lack of Adequate Housing means –
- A family or youth/young adult is living in dilapidated housing;
  - A family or youth/young adult is homeless;
  - A family or youth/young adult is living in an overcrowded unit;
  - A family or youth/young adult is living in a unit where the presence of a household member with certain characteristics (i.e., conviction for certain criminal activities) would result in the imminent placement of the family's child, or children, in out-of-home care; or
  - A family or youth/young adult is living in housing not accessible to the family's disabled child or children, or the youth/young adult, due to the nature of the disability.
- L. Landlord – An individual, firm, corporation, partnership, HACSB or similar entity; or a designated property manager that holds title to the housing that receives funding through rental subsidies on behalf of this Program.
- M. Lease - The private market rental lease that outlines the rights and responsibilities of both the tenant and the landlord during the lease term.
- N. Living in Overcrowded Housing – A family or youth/young adult is considered to be living in an overcrowded unit if it meets the following separate criteria for a family or youth/young adult as follows:
- The family is separated from its child (or children) and the parent(s) are living in an otherwise standard housing unit, but, after the family is reunited, the parents' housing unit would be overcrowded for the entire family and would be considered substandard; or

- The family is living with its child (or children) in a unit that is overcrowded for the entire family and this overcrowded condition may result in the imminent placement of its child (or children) in out-of-home care; or
  - The youth/young adult is living in a unit that is overcrowded.
- O. NOFA – Notice of Funding Availability, which for purposes of this MOU is likely to be issued by the Department of Housing and Urban Development.
- P. Public Child Welfare Agency (PCWA) – The public agency that is responsible under applicable State law for determining that a child is at imminent risk of placement in out-of-home care or that a child in out-of-home care under the supervision of the public agency may be returned to his or her family, or that a youth/young adult is at least 18 years and not more than 24 years of age and left foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is At Risk of Becoming Homeless at age 16 or older.
- Q. Substandard Housing – A family or youth/young adult is living in substandard housing if the unit where the family or youth/young adult lives:
- Does not have operable indoor plumbing;
  - Does not have a usable flush toilet inside the unit for the exclusive use of a family or youth/young adult;
  - Does not have a usable bathtub or shower inside the unit for the exclusive use of a family or youth/young adult;
  - Does not have electricity, or has inadequate or unsafe electrical service;
  - Does not have a safe or adequate source of heat;
  - Should, but does not, have a kitchen;
  - Has been declared unfit for habitation by an agency or unit of government, or in its present condition otherwise endangers the health, safety, or well-being of the family or youth/young adult; or
  - Has one or more critical defects, or a combination of intermediate defects in sufficient number or to the extent that it requires considerable repair or rebuilding. The defects may result from original construction, from continued neglect or lack of repair, or from serious damage to the structure.
- R. Target Population – FUP eligible families and FUP eligible youth/young adults.

### **III. GOALS AND STANDARDS FOR SUCCESS**

The goals of the Program are to (1) ensure that available Program vouchers are utilized for FUP-eligible families and FUP-eligible youth/young adults and (2) provide necessary supportive services to improve long term housing stability of youth/young adults and families.

The following benchmarks will be used to measure success:

- A. By three (3) months of MOU effective date:
- Develop system for referring youth/young adults and families to HACSB.
  - Update any policies or procedures, as needed.

- Implement services focused on housing navigation and support.
  - Identify number and frequency of referrals needed to reach benchmarks.
  - Conduct training for HACSB, CSF and OHS staff.
- B. By twelve (12) months of MOU effective date:
- Reach 70% voucher utilization.
  - Implement services focused on housing retention.
- C. By eighteen (18) months of MOU effective date:
- Reach 95% voucher utilization.
- D. On-going:
- Maintain voucher utilization rate between 95 – 100%.
  - Apply for additional FUP vouchers if Notice of Funding Availability (NOFA) is published.
  - At least quarterly, evaluate referral process and number and frequency of referrals needed.
  - At least quarterly, evaluate effectiveness of support services.

#### **IV. HACSB SERVICE RESPONSIBILITIES**

HACSB shall:

- A. Accept families and youth/young adults certified by CFS as eligible for the Program. HACSB, upon receipt of the CFS list of families and youth/young adults, must compare the names with those families and youth/young adults already on HACSB's Housing Choice Voucher (HCV) waitlist. Any family or youth/young adult on HACSB's HCV waitlist that matches with CFS's list must be assisted in order of their position on the waitlist in accordance with HACSB's admission policies. Any family or youth/young adult certified by CFS as eligible and not on the HCV waitlist must be placed on the waitlist pending HCV eligibility determination. If HACSB has a closed HCV waitlist, it must reopen the waitlist and place on the waitlist a FUP applicant family or youth/young adult who is not currently on HACSB's HCV waitlist. HACSB may reopen the waitlist to accept a FUP applicant family or youth/young adult without opening the waitlist to other applicants. Services will be provided through the HACSB offices located in San Bernardino, Upland and Victorville or at other HACSB sites as needed.
- B. Determine if any families with children, or youth/young adult age 18 through 24 on HACSB's HCV waitlist are living in temporary shelters or otherwise meet the definition of homeless and may qualify for the Program and refer such applicants to CFS.
- C. Amend the Administrative Plan in accordance with applicable program regulations and requirements, as needed.
- D. Administer the vouchers in accordance with applicable program regulations and requirements.

- E. Provide training to CFS and OHS staff on HACSB's HCV procedures and Program requirements.
- F. Maintain releases of information signed by each participant in the Program to ensure open communication between CFS and HACSB in order to support housing navigation and retention efforts.
- G. Provide housing services that include:
  - 1. Determine if families with children, or youth/young adults age 18 through 24 referred by CFS are eligible for HCV assistance in accordance with HACSB's Administrative Plan and HUD determined guidelines governing the Program.
  - 2. Notify the applicant of acceptance into the Program and conduct orientation meetings to provide instructions to applicants on policies, the Family Obligations Agreement/Voucher, and to outline applicant's rental responsibilities.
  - 3. Conduct initial and periodic unit inspections to assure that housing is decent, safe, and sanitary and in compliance with HUD's Housing Quality Standards.
  - 4. Determine if the contract rent for each Lease approved unit is reasonable in relation to rent currently charged for comparable units in the private unassisted market, and not in excess of rents currently being charged by the owner for comparable units.
  - 5. Approve payment of the difference between the rent approved by the HACSB and tenant rent amount as determined by HACSB's Administrative Plan. Generate monthly payments to appropriately disburse funds to owners of approved occupied units.
  - 6. Ensure that Landlords understand their rights and responsibilities under the Program and respond to complaints and appeals regarding housing services.
- H. Conduct regular meetings (at least quarterly) with the CFS and OHS.
- I. Provide monthly report listing current FUP participants.
- J. Comply with all provisions of this MOU.

## **V. CFS SERVICE RESPONSIBILITIES**

CFS shall:

- A. Establish and implement a system to identify FUP-eligible families and FUP-eligible youth/young adults within the agency's caseload and to review referrals from HACSB and OHS. For families, the system should prioritize families with an open case with a substantiated report of child abuse and neglect and whose children are at high risk for out-of-home placement or, for families whose children

are already in out-of-home care, at high risk for experiencing additional negative child welfare outcomes (e.g., long-term open cases, reentry to the child welfare system in the form of re-reports of abuse or neglect, and repeat open cases) and where housing assistance could help the parent(s) to stabilize and participate in any other services necessary for subsequent reunification. Referrals will be made for priority families as soon as they are identified and not only upon successful completion of other aspects of families' case management plans.

- B. Establish and implement a system to identify FUP-eligible youth/young adults not currently within the agency's caseload in cooperation with the CoC's CES, including integrating the prioritization and referral process for FUP-eligible youth/young adults into the local CoC's coordinated entry process within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act, and is homeless or is At Risk of Becoming Homeless at age 16 or older, as soon as they are identified.
- C. Provide written certification to HACSB that a family qualifies as a FUP-eligible family, or that a youth/young adult qualifies as a FUP-eligible youth/young adult, based upon the criteria established in Section 8(x) of the United States Housing Act of 1937, any Program NOFA, HUD guidance, and this MOU.
- D. Commit adequate staff resources to ensure that eligible families and youth/young adults are identified and determined eligible in a timely manner. This commitment must include a process to ensure that CFS's active caseload is reviewed at least once a month (when HACSB has FUP vouchers available) to identify FUP-eligible families and FUP-eligible youth/young adults and refer them to HACSB. Additionally, CFS must be prepared to provide referrals to HACSB within 30 working days of receiving notification for HACSB about voucher availability;
- E. Provide services listed below for a period of at least eighteen (18) months to FUP-eligible youth/young adults receiving rental assistance through the use of a FUP voucher regardless of age (e.g., FUP-eligible youth/young adult enters Program at age 24 and 10 months, CFS must still provide eighteen (18) months of service, even though after two (2) months the youth/young adult no longer meets the initial age of eligibility for FUP youth/young adult). Services may be extended up to six (6) additional months on a case-by-case basis. Services will be provided by the Independent Living Program (ILP) and/or Child Abuse Prevention and Treatment Services (CAPTS) contracted service providers, as well as through the CFS FUP liaison or regional social workers.
  - 1. Basic life skills information/counseling on money management, use of credit, housekeeping, proper nutrition/meal preparation; and access to health care (e.g., doctors, mediation, and mental and behavioral health services).
  - 2. Counseling on compliance with rental lease requirements and with HCV program participant requirements, including assistance/referrals for assistance on security deposits, utility hook-up fees, and utility deposits.



3. Providing such assurances to owners of rental property as are reasonable and necessary to assist a FUP-eligible youth/young adult to rent a unit with a FUP voucher.
  4. Job preparation and attainment counseling (where to look/how to apply, dress, grooming, and relationships with supervisory personnel, etc.).
  5. Educational and career advancement counseling regarding attainment of general equivalency diploma (GED); attendance/financing of education at a technical school, trade school or college; including successful work ethic and attitude models.
- F. Commit adequate staff resources to provide follow-up services in Section V.E above after youth/young adult leases a unit, documenting the source of funding for these services. CFS is encouraged to leverage non-federal funding sources, such as State, local, philanthropic, and faith-based organization.
- G. Provide adequate staff resources to provide case management to FUP families after they have been issued a voucher for a period of twelve (12) months to include:
1. A needs assessment to identify all of the family's needs, including housing-related needs and non-housing-related needs, such as behavioral health, physical health, employment, childcare, and other services needed;
  2. Referrals to services to address the family's needs; and
  3. Regular contact as needed with the family to follow up on these referrals and provide new referrals as necessary.
- H. Provide training to HACSB and OHS staff on CFS's referral procedures.
- I. Attend regular meetings (at least quarterly) with HACSB and OHS.
- J. Access community resources for assisting FUP-eligible families and FUP-eligible youth/young adults in locating housing units and working with landlords to secure appropriate eligible units. Community resources include, but are not limited to, Homeless Provider Network, San Bernardino County Homeless Partnership, Transitional Age Youth One Stop Centers, and Transitional Assistance Department.
- K. Provide transportation or transportation assistance on a case-by-case basis to FUP-eligible families and FUP-eligible youth/young adults to view housing units.
- L. Evaluate FUP-eligible families and FUP-eligible youth/young adults for financial assistance to lease-up with a FUP voucher. Regional Budget Committee funding may be approved to assist FUP-eligible families and the Transitional Housing Program allocation may be approved to assist FUP-eligible youth/young adults. CFS will provide financial assistance for security deposits, utility start up (including utility arrears) and other approved moving costs to all FUP eligible families and all FUP eligible youth/young adults.

- M. Provide subsequent move counseling to FUP-eligible families and FUP-eligible youth/young adults if the family or youth/young adult decides to move a second time. FUP-eligible families may receive some post move services provided by the social worker and/or CFS contracted service providers as appropriate. For FUP-eligible youth/young adults, post move supportive services will be provided through a combination of appropriate CFS ILP and CAPTS contracted service providers, the housing navigator and/or the regional social worker.

## **VI. OHS RESPONSIBILITIES**

OHS shall:

- A. Encourage integration for the prioritization and referral process for FUP-eligible youth/young adult into the CoC's CES.
- B. Assist in identifying services, if any, to be provided using CoC program funds to FUP-eligible families and/or youth/young adults who qualify for CoC program assistance.
- C. Encourage CoC partners to engage and provide resources to assist with the following:
  - 1. Working with landlords
  - 2. Providing transportation to view units
  - 3. Housing navigation services
  - 4. Referral and access to mainstream services
  - 5. Provide assistance with moving costs (utility deposits/arrear, security deposits, application fees)
  - 6. Provide post-move counseling
- D. Attend regular meetings (at least quarterly) with HACSB and CFS.
- E. Comply with the provisions of this MOU.

## **VII. MUTUAL RESPONSIBILITIES**

- A. CFS, OHS and HACSB agree to cooperate with any program evaluation efforts undertaken by HUD, or a HUD-approved contractor, including compliance with HUD-approved evaluation protocols and data sharing requests.
- B. CFS, OHS and HACSB agree they will establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each Party may perform its duties and functions under this agreement; and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
- C. CFS, OHS and HACSB agree they will establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to

mobilize problem resolution up through CFS, OHS and HACSB's mutual chain of command, as deemed necessary.

- D. CFS, OHS and HACSB agree to develop and implement procedures, surveys and forms necessary to administer and document Program referral, participation, services, and effectiveness.
- E. CFS, OHS and HACSB agree they will collaborate in providing in-service training to staff about the Program and services offered under this MOU.
- F. CFS and OHS agree to collaborate on future Notice of Funding Availability (NOFA) for the Program and provide information requested in the NOFA to HACSB in a timely manner.

#### **VIII. FISCAL RESPONSIBILITIES**

This is a non-financial MOU. HACSB, OHS and CFS are individually responsible for any costs incurred by their respective organizations due to commitments described in this MOU.

#### **IX. RIGHT TO MONITOR AND AUDIT**

HACSB, CFS and OHS shall cooperate in the implementation, monitoring and evaluation of this MOU and comply with all reporting requirements as established by HUD to administer the Program.

HACSB and CFS further agree to cooperate with HUD, provide requested data to HUD or HUD-approved contractor delegated the responsibility of program evaluation, and follow all evaluation protocols established by HUD or HUD-approved contractor, including possible random assignment procedures.

#### **X. TERM**

The MOU is effective as of February 1, 2021 and expires January 31, 2024, but may be terminated earlier in accordance with provisions of XI of this MOU. This MOU may be extended for three-year periods upon written agreement of all Parties, unless terminated earlier under the provisions of Section XI.

#### **XI. EARLY TERMINATION**

- A. This MOU may be terminated without cause upon thirty (30) days written notice by any Party to this MOU. The HACSB Executive Director is authorized to exercise HACSB rights with respect to any termination of this MOU. The CFS Director, or his/her appointed designee, has authority to terminate this MOU on behalf of CFS. The OHS Chief of Homeless Services, or his/her appointed designee, has authority to terminate this MOU on behalf of OHS.
- B. If, during the term of this MOU, State and/or Federal funds appropriated for the purposes of this MOU are reduced or eliminated, any Party may immediately terminate this MOU upon written notice to the other Parties.

- C. The Parties acknowledge a NOFA may be issued by HUD, and a subsequent MOU may be required to update certain provisions of the MOU, including but not limited to Section III Goals and Standards for Success and Section X Term. The Parties agree to accept any updates to the MOU, which are required by the NOFA, and acknowledge those terms will become part of this MOU.

## **XII. DESIGNATED PROGRAM LIAISONS**

The following individuals will serve as the lead liaison for the Program.

- A. HASCB's liaison is as follows:

Name and title: Amanda Tower, Housing Services Supervisor  
Address: 672 S. Waterman Ave., San Bernardino, CA 92408  
E-mail address: [atower@hacsb.com](mailto:atower@hacsb.com)  
Telephone no.: (909) 890-5341  
Fax no.: (909) 890-5341

- B. CFS's liaison is as follows:

Name and title: Jeany Zepeda, Deputy Director  
Address: 1495 South E Street, San Bernardino, CA 92415  
E-mail address: [Jeany.Zepeda@hss.sbcounty.gov](mailto:Jeany.Zepeda@hss.sbcounty.gov)  
Telephone no.: (909) 891-3568  
Fax no.: (909) 891-3399

- C. OHS's liaison is as follows:

Name and title: Dawn Jones, Administrative Supervisor  
Address: 215 North D Street, Suite 301, San Bernardino, CA 92415  
E-mail address: [Dawn.jones@hss.sbcounty.gov](mailto:Dawn.jones@hss.sbcounty.gov)  
Telephone no.: (909) 501-0612  
Fax no.: (909) 501-0622

## **XIII. INDEMNIFICATION AND INSURANCE**

- A. The HACSB agrees to indemnify, defend and hold harmless the County of San Bernardino (County), of which CFS and OHS are departments, and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of the HACSB, including the acts, errors or omissions of the HACSB and for any costs or expenses incurred by the County on account of any claim resulting from the acts or negligence of the HACSB or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.
- B. The County agrees to indemnify, defend and hold harmless the HACSB and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and or liability arising out of this MOU from the negligence of the County, including the acts, errors or omissions of the CFS or OHS and for any costs or expenses incurred by the HACSB on account of any

claim resulting from the acts or negligence of the County or its authorized officers, employees, agents, and volunteers, except where such indemnification is prohibited by law.

- C. In the event that the Parties are determined to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this MOU, each Party shall indemnify the other Parties to the extent of its comparative fault.
- D. The County is an authorized self-insured public entity for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation. HACSB is a member of a risk retention pool for purposes of Professional Liability, General Liability, Automobile Liability and Workers' Compensation. The Parties warrant that through their respective programs of self-insurance or membership in risk retention pool, as applicable, they have adequate coverage or resources to protect against liabilities arising out of the performance of the terms, conditions or obligations of this MOU.

#### **XIV. GENERAL PROVISIONS**

- A. No waiver of any of the provisions of the MOU documents shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any MOU document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- B. Any alterations, variations, modifications, or waivers of provisions of the MOU, unless specifically allowed in the MOU, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of each Party as an amendment to this MOU. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- C. This MOU is not assignable by any Party, in whole or in part, without the other Parties' prior written consent.
- D. In the event of any dispute under this MOU, each Party to this MOU shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- E. This MOU shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the state court located in the County of San Bernardino, for any and all disputes arising under this MOU, to the exclusion of all other federal and state courts.

- F. In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this MOU or breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all Parties.

## **XV. CONCLUSION**

- A. This MOU, consisting of fifteen (15) pages is the full and complete document describing services to be rendered by CFS, OHS and HACSB including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.
- C. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the Party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other Parties an original signed MOU upon request.

### **SAN BERNARDINO COUNTY CHILDREN AND FAMILY SERVICES**

By: \_\_\_\_\_

Name: Marlene Hagen \_\_\_\_\_

Title: Director \_\_\_\_\_

Date: \_\_\_\_\_

### **HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**

By: \_\_\_\_\_

Name: Maria Razo \_\_\_\_\_

Title: Executive Director \_\_\_\_\_

Date: \_\_\_\_\_

### **SAN BERNARDINO COUNTY OFFICE OF HOMELESS SERVICES**

By: \_\_\_\_\_

Name: Tom Hernandez \_\_\_\_\_

Title: Chief of Homeless Services \_\_\_\_\_

Date: \_\_\_\_\_

# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**January 12, 2021**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

Memorandum of Understanding with San Bernardino County Workforce Development Board for America's Job Center of California System

## **RECOMMENDATION(S)**

1. Approve a Memorandum of Understanding with the San Bernardino County Workforce Development Board as a Workforce Innovation & Opportunity Act One-Stop America's Job Centers of California Partner, retroactive to the effective date of January 2, 2021 through June 30, 2022.
2. Authorize and direct the Executive Director to execute and deliver the Memorandum of Understanding to the San Bernardino County Workforce Development Board and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

**Clients have achieved their own personal level of stability and economic independence.**

**HACSB communication is open, honest and consistent.**

**HACSB clients, programs, and properties are embraced by all communities.**

**HACSB clients live in safe and desirable homes and communities where they can develop and prosper.**

## **FINANCIAL IMPACT**

Approval of this non-financial Memorandum of Understanding (MOU) will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as HACSB is a non-co-located partner.

## **BACKGROUND INFORMATION**

The Workforce Innovation and Opportunity Act (WIOA) requires the San Bernardino County Workforce Development Board (WDB) to ensure the creation and maintenance of a one-stop delivery system that enhances the range and quality of education and workforce development services available to business and individual customers. The one-stop delivery system, designated in California as the America's Job Center of California (AJCC) system, must include a network of partners to make programs, services, and activities easily accessible. HACSB is one of the mandated partners. Approval of this MOU will continue the partnership with WDB for the AJCC system.

## **PROCUREMENT**

Not applicable.

## **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on January 6, 2021.



**Memorandum of Understanding  
Between  
San Bernardino County Workforce Development Board  
And  
Workforce Innovation & Opportunity Act One-Stop Partners  
For  
San Bernardino County America's Job Center of California System  
  
January 1, 2021 – June 30, 2022**

This Memorandum of Understanding (MOU) is entered into on January 1, 2021 by and between Housing Authority of the County of San Bernardino, a Workforce Innovation & Opportunity Act One-Stop America's Job Centers of California Partner (AJCC Partner) and the San Bernardino County Workforce Development Board (WDB), organized under the laws of the State of California, with its principal place of business at 290 North D Street, Suite 600, San Bernardino, CA 92415.

Select AJCC Partner status:    ☒ Non-co-located Partner                      ☐ Co-located Partner

**RECITALS**

WHEREAS, the WDB administers employment and training programs in San Bernardino County (County) in accordance with Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (WIOA); and

WHEREAS, WIOA requires the WDB to ensure the creation and maintenance of a One-Stop delivery system that enhances the range and quality of education and workforce development services that business and individual customers can access; and

WHEREAS, the One-Stop delivery system must include at least one comprehensive physical center in each local area and a network of partners to make programs service and activities available; and

WHEREAS, the design and operation of the One-Stop delivery system under WIOA must be developed and agreed upon by and between the WDB and required local One-Stop partners; and

WHEREAS, WIOA mandates 13 One-Stop partner programs, to be provided by 28 entities in the County; and

WHEREAS, on June 30, 2016, the WDB entered into a Phase I MOU with these 26 entities under which the Parties agreed to share customers and services; and

WHEREAS, since the execution of the Phase I MOU additional entities have approached the WDB, and entered into a Phase II MOU, increasing the number of entities to 29; and

WHEREAS, the Parties desire to enter into this MOU, in accordance with the Workforce Services Directive 18-12 (WSD 18-12) issued by the State of California Employment Development Department, to establish a cooperative working relationship between the WDB and the AJCC Partner, in accordance with WIOA and to define their respective roles and responsibilities in achieving the policy objectives established by the State in the California Workforce Development Board Strategic Plan as well as the sharing of infrastructure and other system costs.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

## **AGREEMENT**

### **I. Purpose of MOU**

#### **A. Preamble/Overall Purpose**

WIOA requires that a memorandum of understanding be developed and executed between workforce development boards and required local one-stop partners to establish an agreement relating to the operation of the one-stop system.

California's one-stop delivery system, the AJCC, is a locally driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Board Strategic Plan:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives are accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking to:

- Find a job
- Build basic educational or occupational skills
- Earn a postsecondary certificate or degree
- Obtain guidance on how to make career choices
- Identify and hire skilled workers

To that end, the purpose of this MOU is to establish a cooperative working relationship between the WDB and the required AJCC Partners and to define their respective roles and responsibilities in achieving the policy objectives. This MOU also serves to establish the framework for providing a unified service delivery system to employers, employees, job seekers, and others needing workforce services.

#### **B. Local Vision Statement, Mission Statement, and Goals**

The WDB is charged with addressing major workforce issues in the County. The WDB's role is to convene appropriate parties around these issues, create dialogue among relevant parties, generate creative, innovative solutions through consensus, and to enlist community commitments to action in order to achieve a competitive advantage. Acting to facilitate this approach, the WDB is engaging other community leaders in carefully constructing strategies to identify and build these competitive advantages throughout the County.

##### **1. Vision Statement**

Pooled experiences, resources, expertise and commitment have created a customer-driven AJCC system in the County. With one voice, the County's AJCC system (AJCC System) represents the County's most

efficient and effective approach for unleashing the potential in people. As “one,” the AJCC System is a force multiplier and its range of services provide full access within the County. The AJCC System provides its customers with the knowledge and confidence that an improved future is within their reach, which in turn assures the AJCC System of its success.

## **2. Mission Statement**

The AJCC System is an integrated system of service providers aligned with the common passion of bringing their collective client base the means to improve their health and financial well-being through employment.

## **3. AJCC System Goals**

- a) Increase the employment, retention, and earnings of shared customers in high growth industry sectors and in-demand occupations that create countywide prosperity.
- b) Increase the number of shared customers who receive industry-recognized postsecondary credentials.
- c) Support AJCC System alignment, service integration, coordination and continuous quality improvement using data to support evidence-based decision-making.
- d) Ensure multiple access points to the AJCC System particularly for those with barriers to employment.
- e) Support the continued collaboration between business, industry and the AJCC system to align programs and services with business and industry needs.

## **4. AJCC System Values**

**Accessibility:** The AJCC Partners are committed to increasing access to and opportunities for the employment, education, training and support services for all customers.

**Accountability:** The AJCC Partners accept individual responsibility for the quality of service provided and the overall success of the AJCC system.

**Customer-Centered:** The AJCC Partners are dedicated to providing services that are specifically tailored to individual customer needs.

**Collaboration:** The AJCC Partners are committed to work together to align, integrate, and coordinate the delivery of AJCC system services.

**Excellence:** The AJCC Partners are committed to providing high quality, excellent service to all customers through continuous quality improvement.

**Innovation:** The AJCC Partners are committed to developing innovative and promising practices to facilitate the alignment, integration and coordination of AJCC System services.

**Integrity:** The AJCC Partners are committed to uphold the values of honesty, trust and transparency, while remaining fair and ethical in all situations.

**Respect:** The AJCC Partners are committed to treating all customers with care, understanding and courtesy.

**Responsiveness:** The AJCC Partners are committed to creating a flexible and responsive environment by consistently seeking feedback from customers and stakeholders to deliver high-quality services.

## **II. One-Stop System Services**

The AJCC System design is comprised of partners who are committed to providing integrated services by connecting job seekers and businesses to the other centers through quality referrals. The AJCC Partners provide a vast array of services to improve the health and financial well-being of County residents as set forth in Exhibit “B,” attached hereto and incorporated herein. AJCC System career services will be provided by AJCC Partners as described below and per the attached AJCC Partner services chart (Exhibit “C”).

Strategically located throughout the County, the three America’s Job Centers of California are in the East Valley, West Valley and High Desert Regions. They provide a comprehensive array of services, helping job seekers build careers and helping businesses maintain employment.

East Valley AJCC  
658 E. Brier Drive  
San Bernardino, CA 92408

West Valley AJCC  
9650 Ninth Street  
Rancho Cucamonga, CA 91730

High Desert AJCC  
17310 Bear Valley Rd  
Victorville, CA 92395

The East Valley AJCC is expected to move to a new location during this MOU period. The AJCC partners agree the change in location will not necessitate an amendment to this MOU. AJCC partners will be notified of the new address.

While the West Valley AJCC is the comprehensive center, the AJCC Partners are committed to connecting AJCC Partners to all centers. AJCC Partners will provide access to the full range of WIOA services at the West Valley AJCC through the following methods:

- Co-location: Program staff physically present at the AJCC.
- Cross information sharing: Staff physically present at the AJCC are properly trained to provide information about all programs, services, and activities that may be available to the customer through other AJCC Partners.
- Direct access through real-time technology: Access through two-way communication and interaction between customers and AJCC Partners that result in services being provided using various methods, including but not limited to:
  - Email or instant messaging;
  - Identification of a single point of contact for service delivery at each system partner location; and
  - Establishment of an internet portal linking all of the AJCC Partners.

The AJCC System customers include, but are not limited to, businesses and employers as well as individuals who are low income, unemployed, dislocated, ex-offenders, veterans, older adults, youth, Native American Indians, people with disabilities, homeless, recipients of public assistance, monolingual, English language learners, and underemployed.

Shared customers include, but are not limited to, businesses, employers, adult and youth job seekers, and underrepresented groups, such as: dislocated workers; Veterans; low-income and public assistance recipients; homeless people; Native American Indians; foster youth; disconnected youth; mature workers; people with disabilities; and re-entry individuals.

### **III. Responsibilities of AJCC Partners**

It is understood through the development and implementation of this MOU that the AJCC System is stronger together. It is further acknowledged that the AJCC System, because it is driven by local needs, will evolve over time, as employer and individual customer needs change. In consideration of the mutual aims and desires of the WDB and AJCC Partners participating in this MOU, and in recognition of the public benefit to be derived from the effective implementation of the programs involved, the AJCC Partners agree that their respective responsibilities under this MOU will be as follows:

- Engaging in joint planning, plan development, and modification, that results in:
  - Continuous partnership building between all parties to this MOU;
  - Continuous planning responsive to regional, State, and Federal requirements;
  - Responsiveness to specific Statewide and regional economic conditions including employer needs; and
  - Adherence to common data collection and reporting needs as agency capacity/resources allow.
- Making services applicable to each system partner program available to customers through the one-stop delivery system.
- Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
- Participation in capacity building and staff development activities in order to ensure that all AJCC Partners and staff are adequately cross-trained.

### **IV. Funding of Services & Operating Costs**

In compliance with WIOA Sec. 121(b)(1)(A)(ii), the Parties agree to share, as applicable, in the operating costs of the AJCC System, either in cash or through in-kind services. The cost of services, operating costs and infrastructure costs of the AJCC System will be funded by all AJCC Partners, as applicable under WIOA, through separately negotiated cost sharing agreements (Cost Sharing Agreements) based on a mutually agreed upon formula or plan.

### **V. Methods of Referring Customers**

The AJCC Partners are committed to high quality customer service with a customer-centered design. Job seekers will be referred for appropriate services based on Exhibit “D”.

The AJCC Partners are committed to future planning and development of various methods of referral using real-time technology which may include, but are not limited to, instant messaging, shared online portal, live chat, and a mobile application.

The AJCC Partners plan to develop a web-based system for referrals on which both on-site and off-site referrals will be tracked to and from any of the AJCC Partners recognized by the MOU. The AJCC Partners will manage referrals through cross-training of appropriate staff. The AJCC Partners will also provide

access to each required AJCC Partner's program through cross-referrals, such as: physically co-locating at the center, being available for appointments to job seekers, and having appropriate technologies at the AJCC.

## **VI. Access for Individuals with Barriers to Employment**

The AJCC System is committed to providing needed services to all job seekers, including individuals with barriers to employment.

WIOA defines an "individual with a barrier to employment" as a member of one or more of the following populations:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, defined in Section 166 of WIOA
- Individuals with disabilities, including youth
- Older individuals
- Ex-offenders
- Homeless individuals
- Youth who are in or have aged out of foster care
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farm workers as defined in Section 167(i) of WIOA
- Individuals within two years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act
- Single parents, including pregnant women
- Long-term unemployed individuals
- Other groups as the Governor involved determines to have barriers to employment

AJCC Partners shall ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities. The AJCC Partners agree to promote capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.

WIOA requires the Title I Adult program to provide priority of service to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient. Veterans and eligible spouses shall also be provided priority of service among all eligible individuals, as long as they meet the WIOA Adult program eligibility criteria.

## **VII. Shared Technology, System Security, and Confidentiality**

The AJCC Partners agree to comply with the applicable provisions of WIOA, California Welfare and Institutions Code, California Education Code, Federal Rehabilitation Act, Federal Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment, and any other applicable statutes, regulations and requirements.

The AJCC Partners shall share information necessary for the administration of the program as allowed under confidentiality law and regulation. The AJCC Partners, therefore, agree to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each AJCC Partner agrees to the following:

- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or AJCC Partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence, and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon by all AJCC Partners.

AJCC Partners agree to assure that:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.
- AJCC Partners agree to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. AJCC Partners, therefore, agree to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose, use, or permit, cause to be published, disclosed, or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.

## **VIII. Process and Development**

### **A. Effective Date and Term of the MOU**

This MOU is effective as of the Effective Date, defined above. The term of this MOU shall be from January 2, 2021 through June 30, 2022. This MOU will be reviewed not less than once prior to the expiration of the Term to identify any substantial changes that have occurred. The budget set forth in this MOU will be reviewed not less than once every year to identify any substantial changes that have occurred and which could require amendment of the budget, such as, but not limited to, to ensure that the AJCC Partner's proportionate share remains current and consistent with the cost methodology set forth in this MOU.

### **B. Process Used to Reach Consensus**

The WBD convened a series of participatory meetings with the AJCC partners listed in Exhibit "A," attached hereto (AJCC Partners), to collaboratively develop MOU to reach consensus on how the San Bernardino County America's Job Center of California System (System) will be sustained through joint infrastructure cost funding and resource sharing.

### **C. Process Used to Resolve Issues During the MOU Term When Consensus Cannot Be Reached.**

The AJCC Partner will participate in regular meetings with a consensus decision making process. When consensus cannot be reached, the AJCC Partner agrees to use a majority rule voting process with the other AJCC Partners to resolve issues of non-agreement for the duration of this MOU.

AJCC Partners will meet on a quarterly basis, at a minimum. Meetings may occur face-to-face, via video conference and/or conference call. The AJCC Partner agrees to participate in these meetings. Meeting agendas will include discussion of action items prior to voting. All action items appearing on a meeting agenda shall be decided by a majority vote of those AJCC Partners present at the meeting when consensus cannot be reached.

The AJCC Partner shall have one vote; if the AJCC Partner is unable to participate in a meeting, it may designate a proxy via a completed proxy form signed by an authorized person and submitted to the WDB prior to or at the meeting. There must be a quorum of the AJCC Partners, including any proxies, which shall be a majority of the AJCC Partners, present at a meeting in order for a meeting to proceed and any vote to be taken. The AJCC Partner or WDB may call for a vote by email, with no less than 3 business days' notice. In the event of an email vote, balloting instructions will include: how to fill out the ballot, due date of the ballot, and ballot recipient. Video conference and/or conference call may be used to facilitate discussion of action items prior to email voting. A majority vote for the purpose of an email vote shall be a majority of AJCC Partners, regardless of how many email ballots are actually returned and received by the WDB.

### **D. Process for Periodic Modification and Review**

The WDB is responsible for ensuring that all of the AJCC infrastructure costs are paid according to the provisions of this MOU and shall undertake the reconciliations contemplated herein. The One-Stop Operator may act as liaison between the WDB and the AJCC Partner to periodically review and evaluate the MOU budgets as to the need for modifications or amendments. Such review shall occur



no less than annually, as required by WIOA and/or as requested by the AJCC Partner, whichever is earlier.

AJCC Partner contributions, regardless of the type, will be reconciled by the WDB at least semi-annually, comparing expenses incurred to relative benefits received. The reconciliation process is necessary in order to ensure that the proportionate share each partner program is contributing remains consistent with the cost methodology, up to date, and in compliance with the terms of the MOU.

The AJCC Partner shall take such action as is necessary to amend this MOU from time to time to comply with the requirements of WIOA to ensure that it continues to contribute its fair and equitable share of infrastructure and other System costs. Such amendments shall not be binding unless they are in writing and signed by MOU authorized signatories.

## **IX. Sharing Infrastructure Costs**

### **A. Partners Agree to Cost Allocation Methodology**

By signing this MOU, the AJCC Partner agrees to the cost allocation methodology for infrastructure cost sharing as set forth in Section IX. C-E herein. While both co-located and non-co-located partners agree to the cost allocation methodology, the requirement to contribute to infrastructure costs at this time only applies to those partners, such as the AJCC Partner, who are physically co-located in the comprehensive AJCC and/or the affiliate AJCCs.

AJCC Partner agrees that when sufficient data is available to determine the AJCC relative benefit to all parties, this MOU and each agreement with the AJCC Partners, co-located and non-co-located, will be renegotiated to ensure proportionate share of contributions from all Parties.

### **B. Comprehensive AJCC and Affiliate AJCCs**

- i. There is one comprehensive AJCC for the System, therefore, the Parties have developed an infrastructure cost budget for the comprehensive center, set forth in Exhibit "E".

The West Valley AJCC is the comprehensive AJCC. If the AJCC Partner is co-located at the West Valley AJCC, it shall check the box below.

☐ West Valley AJCC  
9650 Ninth Street  
Rancho Cucamonga, CA 91730

- ii. There are two affiliate AJCCs for the System, therefore, the Parties have developed infrastructure cost budgets for each affiliate center, set forth in Exhibit "E".

The East Valley AJCC and High Desert AJCC are the affiliate AJCCs. If the AJCC Partner is co-located at the East Valley AJCC, and/or the High Desert AJCC, it shall check one or both of the boxes below.

☐ East Valley AJCC  
658 E. Brier Drive  
San Bernardino, CA 92408

☐ High Desert AJCC  
17310 Bear Valley Road  
Victorville, CA 92395

*\* The East Valley AJCC is expected to move during the MOU period, and infrastructure costs associated with the move will have to be re-negotiated. The co-located partners agree to re-negotiate these costs in good faith subsequent to the move.\**

In compliance with the Joint WIOA Final Rule Section 678.700, the AJCC Partner, because it carries out a program or activities at the West Valley AJCC, East Valley AJCC and/or High Desert AJCC will use a portion of the funds available for its program and activities to help maintain the AJCC System, including proportional payment of the infrastructure costs of the West Valley AJCC, East Valley AJCC and/or High Desert AJCC as set forth herein.

AJCC Partners co-located at the West Valley AJCC, East Valley AJCC and/or High Desert AJCC are identified in Exhibit A.

### **C. Infrastructure Cost Allocation Methodology**

The purpose of this infrastructure cost sharing methodology is to summarize, in writing, the methods and procedures that the WDB will use to share costs with the AJCC Partner. The AJCC Partner agrees that it will be charged on a quarterly basis according to the following cost sharing methodology:

*Rent Costs:* Rent costs, which shall be based on the total of base rent, security and access card charges. The base rent is derived from the total square footage used by the AJCC Partner multiplied by the cost per square foot. The cost per square foot is calculated from the total AJCC monthly rent divided by the total AJCC leased square footage. Space rental and security charges are calculated according to actual costs.

*Utilities & Maintenance:* This section includes only telephone services, which includes the costs of dial-up telephone service and voice mail. Such costs shall be based on the County Information Services Department's charges for the specific phone lines the AJCC Partner uses.

*Equipment & Furniture:* Equipment costs include the costs of purchasing and installing a telephone and a computer for each cubicle utilized by the AJCC Partner. The costs of those purchases are charged at actual retail purchase price. Other cost sharing items include multifunctional printers and fax machines. The equipment charges are based on actual lease costs divided by total number of staff in the center, then multiplied by the number of AJCC Partner staff. Monthly furniture charges are based on a cost estimation of the cubicle workstation and chair divided by the five year useful life of the item.

*Technology and Access Costs:* Such costs shall be based upon the usage charges billed by the County Information Services Department and then divided by the total number of AJCC staff to derive the cost per person. The AJCC Partner shall be charged in proportion to the number of its staff in relation to the overall number of staff at the respective AJCC or AJCCs as identified in Section IX.B.

Notwithstanding the preceding, in the event that the AJCC Partner has specific utility, technology, equipment and/or furniture needs, the AJCC Partner shall be wholly responsible for the additional retail, actual cost of such items/services. In the event that more than one AJCC Partner has a specific request for additional items/services, the cost of the additional items/services shall be

allocated between the requesting AJCC Partners in proportion to the number of each AJCC Partner's staff.

Based on the need of the AJCC Partner, cost options within the Utilities & Maintenance, Equipment & Furniture (with the exception of cubicle furniture and assistive technology for Individuals with Disabilities), and Technology and Access categories may be adjusted according to demonstrated need.

By executing this MOU, the AJCC Partner agrees to the quarterly charges, based on actual costs and increases, so long as annual cost increases do not exceed ten percent (10%) of the preceding year.

#### **D. Initial Proportionate Share (Applies to Co-located Partners only)**

The initial proportionate share of infrastructure costs allocated to the AJCC Partner for the first year of this MOU is based on the agreed upon cost allocation methodology as set forth in Section IX. C above, the AJCC Partner's estimated total contribution amount, and whether the AJCC Partner will provide such funding in direct payment (cash), non-cash (in-kind), and/or third-party in-kind contributions is set forth in Exhibit "E". This initial determination will be periodically reconciled by the Parties against actual costs incurred by the respective AJCC or AJCCs as identified in Section IX.B and adjusted accordingly, not to exceed the 10% of the preceding year.

#### **E. Infrastructure Contributions (Applies to Co-located Partners only)**

If contributing to infrastructure costs, the AJCC Partner may provide cash, non-cash (in-kind), and third-party in-kind contributions to cover its share of infrastructure costs. In-kind contributions cannot be used to fund non-infrastructure costs (such as personnel), and must be valued consistent with 2 C.F.R. Section 200.306 to ensure such contributions are fairly evaluated and qualify for the AJCC Partner's proportionate share.

If third-party in-kind contributions are made to support the AJCC as a whole (such as facility space), that contribution will not count toward the AJCC Partner's proportionate share of the infrastructure. Rather, the value of the contribution will be applied to the overall infrastructure budget prior to determining proportionate amounts and thereby reduce the contribution required for all AJCC Partners.

### **X. Sharing Other One-Stop System Costs**

#### **A. AJCC Partners Sharing Other One-Stop System Costs**

In compliance with the Joint WIOA Final Rule Section 678.760, the AJCC Partners will use a portion of funds made available under their authorizing federal statute (or fairly evaluated in-kind contributions) to share the additional costs relating to the operation of the One-Stop delivery system. These costs may be shared through cash, non-cash, or third-party in-kind contributions.

As required by WSD 18-12, the amount of funds that the AJCC Partner has budgeted to expend on applicable career services and other shared services (which cumulatively with the other AJCC Partners budgeted amounts shall form the "San Bernardino County AJCC Other One-Stop System Costs Budget

(Career Services Budget)), set forth in Exhibit "F." The AJCC Partner's amount may be unilaterally revised by the AJCC Partner on an annual basis and, as such, the Career Services Budget may be revised, as needed, to reflect the real amount(s) actually budgeted by the AJCC Partner.

AJCC Partners understand that while only co-located partners share infrastructure costs, at this time, all AJCC Partners must share in other System costs through non-cash (in-kind) contributions as set forth herein.

#### **B. Career Services Applicable to the AJCC Partner**

The AJCC Partner shall provide a vast array of applicable career services to County residents as set forth in Exhibit "C", attached and hereto incorporated herein.

#### **C. Required Consolidated Budget for the Delivery of Applicable Career Services**

The agreed upon consolidated budget, the Career Services Budget, for other System costs is set forth in Exhibit "F". This budget consists of the AJCC Partner's costs for the service delivery of each applicable career service and a consolidated system budget for career services applicable to the AJCC Partner.

#### **D. Local Agreement to Share Other System Costs**

The AJCC Partner shall include cross training of partner staff, a workforce summit/conference and the One-Stop Operator in the other System costs budget as set forth herein.

Shared other System costs will be provided through non-cash (in-kind) contributions. The AJCC Partner, by its signature hereunder, agrees to the other system cost allocation methodology as set forth herein.

##### **i. Local Agreement to Share AJCC Partner Staff Cross Training**

Through non-cash (in-kind) contributions, the AJCC Partner will provide subject matter experts to conduct AJCC Partner Staff Cross Training on programs and services. Cross training costs will be based on the fair market value of professional training of \$1,500 per day, not to exceed \$50,000.

##### **ii. Local Agreement to Share AJCC Partner Workforce Summit/Conference**

The AJCC Partner agrees to share costs of workforce summit/conference for partner staff through registration fees in the event the partnership decides to pursue this during the term of the MOU. It is anticipated these costs shall not exceed \$100,000 and will be shared proportionate to the number of AJCC Partner staff who register to attend the workforce summit in relation to the overall number of attendees from the AJCC Partners and WDB staff. The partnership, should it decide to hold a summit during the term of this MOU, may be required to hold a virtual summit due to public health concerns, which should significantly reduce or largely eliminate partnership financial contributions.

##### **iii. Local Agreement to Share AJCC Operator Costs**

In accordance with Joint WIOA Final Rule 678.620(a), the duties of the One-Stop Operator must

include the coordination of service delivery by required One-Stop partners. The AJCC Partner acknowledges the shared service provided by the One-Stop Operator as defined by the WDB in the procurement process. The AJCC Partner shall not be required to contribute to the cost of the AJCC operators. The AJCC Partner agrees the WDB shall fund the One-Stop Operator for the Term of this MOU, however, with the understanding the One Stop Operator costs may have to be funded by the partnership after the Term of this MOU.

## **XI. Confidentiality**

The AJCC Partner shall comply with any and all applicable laws, including but not limited to the provisions of WIOA as well as the applicable sections of the California Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other applicable statute, regulation and requirement to assure the following:

- The AJCC Partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The AJCC Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.
- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.

## **XII. Non-Discrimination and Equal Opportunity**

The AJCC Partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The AJCC Partner agrees to comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12990) and related, applicable regulations.

The AJCC Partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

### **XIII. Grievances and Complaints Procedure**

The AJCC Partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The AJCC Partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

### **XIV. American's with Disabilities Act and Amendments Compliance**

The AJCC Partner shall ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments. Additionally, the AJCC Partner agrees to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

### **XV. Modifications and Revisions**

This MOU constitutes the entire agreement between the Parties and no oral understanding not incorporated herein shall be binding on any of the Parties hereto. Except for those specific provisions which allow for the unilateral amendment of this MOU, the MOU may not be modified, altered, or revised, as necessary, without the mutual consent of the Parties, by the issuance of a written amendment, signed and dated by the Parties.

### **XVI. Termination**

In the event that it becomes necessary for the AJCC Partner to withdraw from this MOU, it shall provide the WDB with thirty (30) days advance written notice, addressed to the WDB to the address set forth in the introductory paragraph above.

### **XVII. Signatures**

The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments and organizations to the terms and conditions set forth in this MOU.

### **XVIII. Assignment**

Except as otherwise provided in this MOU, the rights and duties of the AJCC Partner may not be assigned or delegated without the advance written consent of the WDB, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. This MOU shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

### **XIX. Execution in Parts or Counterparts**

The Parties agree that this MOU may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this MOU is executed in counterparts, no signatory

hereto shall be bound until both the parties have fully executed a counterpart of this MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF, or other email transmission), which signature shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

#### **XX. Notices**

Notices authorized or required to be given pursuant to this MOU shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the following addresses set forth for each of the Parties, or to such other changed addresses communicated to the Parties in writing:

San Bernardino County Workforce Development Board  
ATTN: Deputy Director of Administration  
290 North D Street, Suite 600  
San Bernardino, CA 92415

AJCC Partner:Housing Authority of the County of San Bernardino  
ATTN: Maria Razo  
Address: 715 East Brier Drive  
City, CA Zip: San Bernardino, CA 92408

#### **XXI. Severability and Validity of MOU**

Should the participation of any Party to this MOU, or any part, term or provision of this MOU be decided by the courts or the legislature to be illegal, in excess of that Party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this MOU shall not be affected thereby and each Party hereby agrees it would have entered into this MOU upon the same remaining terms as provided herein.

## **XXII. License for Use**

During the term of this MOU, all co-located partners to this MOU shall have a license to use all of the space of the AJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein.

## **XXIII. Supervision/Day to Day Operations**

The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s) or designated staff. The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and/or the management or designated staff of the original employer.

The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the operator and host agency at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action.

Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsive and save all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

## **XXIV. Dispute Resolution**

The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution.

## **XXV. Press Releases and Communications**

All parties shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other parties, in all communications, each party shall make specific reference to all other parties.

The parties agree to utilize the AJCC logo developed by the State of California and the WDB on buildings identified for AJCC usage on letterhead, envelopes, business cards, any written correspondence and fax transmittals related to performance under this MOU. Should the partnership create its own logo, the parties similarly agree to use the partnership logos on includes letterhead, envelopes, business cards, any written correspondence and fax transmittals related to performance under this MOU.



**XXVI. Hold Harmless/Indemnification/Liability**

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs, excluding attorney's fees, arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

**XXVII. Integration Clause**

The foregoing constitutes the full and complete agreement of the Parties. This MOU supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this MOU that are not set forth in writing herein. Notwithstanding the preceding, the AJCC Partner, as signatory to this MOU agrees to be bound by all the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto, have caused their names to be affixed by their proper and respective officers as of the Effective Date.

[Signatures on Following Pages]

**AJCC PARTNER**

\_\_\_\_\_  
Signature

**Name:** Maria Razo  
**Title:** Executive Director  
**Address:** 715 East Brier Drive  
San Bernardino, CA 92408

**Date:**

**SAN BERNARDINO COUNTY,  
Workforce Development Department**

\_\_\_\_\_  
Signature

**Name:**  
**Title:**  
**Address:** 290 N. D Street, Suite 600  
San Bernardino, CA 92415

**Date:**\_\_\_\_\_

## EXHIBIT “A” | AJCC Partners

- WIOA Title I Adult, Dislocated Worker, and Youth
  - San Bernardino County Workforce Development Department
- WIOA Title II Adult Education and Literacy
  - Asian American Resource Center
  - Chaffey Joint Union High School District – Chaffey Adult School
  - El Sol Neighborhood Education Center
  - Chino Valley Unified School District – Chino Valley Adult School
  - Fontana Unified School District – Fontana Adult School
  - Hesperia Unified School District – Hesperia Adult School
  - Redlands Unified School District – Redlands Adult School
  - San Bernardino City Unified School District - Inland Career Education Center
  - Jack L. Hill Lifelong Learning Center - San Bernardino Public Library
  - Yucaipa Calimesa Joint Unified School District – Yucaipa Adult School
  - Snowline Joint Unified School District
  - Apple Valley Unified School District
  - Victor Valley College
  - Colton Joint Unified School District
- WIOA Title III Wagner-Peyser
  - State of California Employment Development Department
- WIOA Title IV Vocational Rehabilitation
  - State of California Department of Rehabilitation
- Carl Perkins Career and Technical Education
  - Chaffey College
  - Copper Mountain College
  - San Bernardino Community College District (on behalf of Economic Development and Corporate Training, San Bernardino Valley College, and Crafton Hills College)
  - San Bernardino County Superintendent of Schools
  - Victor Valley College
- Title V Older Americans Act
  - San Bernardino County Department of Aging and Adult Services
- Job Corps
  - Inland Empire Job Corps
- Native American Programs
  - California Indian Manpower Consortium, Inc.
- Migrant Seasonal Farmworkers
  - Center for Employment Training
- Veterans
  - State of California Employment Development Department
- Trade Adjustment Assistance Act
  - State of California Employment Development Department
- Community Services Block Grant
  - Community Action Partnership of San Bernardino County
- Housing & Urban Development
  - Housing Authority of the County of San Bernardino
- Unemployment Insurance
  - State of California Employment Development Department
- Temporary Assistance for Needy Families/CalWORKs
  - San Bernardino County Transitional Assistance Department

## EXHIBIT “B” | AJCC Partner Services Summary

Below is a brief description of the services each partner of the AJCC System provides.

- The **WIOA Title I** programs are offered through the San Bernardino County Workforce Development Department (WDD). Services provided to adults, dislocated workers and youth (ages 16-24) include, but are not limited to, orientation, WIOA eligibility and intake, individualized assessment, counseling, supportive services, internships, work experience, vocational training, and on the job training. Business services include, but are not limited to recruitments, job fairs, on the job training, lay-off aversion, and Rapid Response.
- The **WIOA Title II** Adult Education and Literacy programs are offered through a number of organizations in San Bernardino County. Services provided to individuals over the age of 18 include, but are not limited to, High School Equivalency (HSE/GED) Test Preparation, English as a Second Language (ESL), High School Diploma, After School Program, Citizenship, Career and Technical Education, Digital Literacy, Financial Aid Assistance, and Tutoring.
- The **WIOA Title III** Wagner-Peyser Act programs are offered through the State of California Employment Development Department. Services to individuals with the legal right to work in the United States include, but are not limited to, orientation, intake, Unemployment Insurance filing assistance, initial assessment, partner referrals, labor exchange/CalJOBS, workshops, typing certificates, California Training Benefits information, bonding assistance and networking clubs.
- The **WIOA Title IV** Vocational Rehabilitation programs are offered through the State of California Department of Rehabilitation. Services provided to individuals with disabilities include, but are not limited to, career assessment, counseling, pre-employment, employment preparation, training, transportation, job placement, and assistive technology.
- **Carl Perkins Career & Technical Education** (CPCTE) is offered through the community colleges and San Bernardino County Superintendent of Schools. Services include, but are not limited to, CTE programs (credit, non-credit, and not-for credit), Regional Occupation Program (ROP), customized not-for-credit training, and course articulation services and training.
- **Title V** Older Americans program is offered through San Bernardino County Department of Aging and Adult Services. Services provided to individuals age 55 and older include, but are not limited to, subsidized work experience/paid training, cash/material aid, community education, housing assistance, legal assistance, transportation, adult day care and senior center activities.
- **Job Corps** is the nation’s largest residential vocational training and education program which is funded by the United States Department of Labor. It is offered through the Inland Empire Job Corps Center. It is of no cost to participants who are between the ages of 16-24 upon entry. Services include, but are not limited to, vocational training, high school diploma attainment, job readiness classes, social skills training, tutoring, recreational activities and peer mentoring.

- **Native American Programs** are offered through the California Indian Manpower Consortium, Inc. Services include, but are not limited to, assessment, job search and placement assistance, dropout prevention, work experience and youth services.
- **Migrant and Seasonal Farmworker** services are offered through the Center for Employment Training to individuals who have worked in the field and meet WIOA 167(i) eligibility requirements. Services include, but are not limited to, training in automotive specialist, green building construction, HVAC technology, machinist technology, welding fabrication, and truck driving.
- **Veterans** program is offered through the State of California Employment Development Department to veterans, eligible spouses and transitional service members. Services include, but are not limited to, outreach, veteran's service navigator assessments, veteran screening, referral to partners and supportive services.
- **Trade Adjustment Assistance Act (TAA)** is offered through the State of California Employment Development Department. Services include, but are not limited to, TAA petitions, TAA orientations, and TAA Rapid Response presentations.
- **Community Services Block Grant** is offered through the Community Action Partnership of San Bernardino.
- **Housing & Urban Development** is offered through the San Bernardino Housing Authority. Services include, but are not limited to, subsidized rental housing, affordable housing and the housing choice voucher program.
- **Unemployment Insurance** is offered through the State of California Employment Development Department. Services include, but are not limited to, claim information, claim filing assistance and website navigation.
- **Temporary Assistance for Needy Families/CalWORKs** is offered through San Bernardino County Transitional Assistance Department. Services include, but are not limited to, CalWORKs, Welfare to Work, child-care assistance, CalFRESH, Medi-Cal and General Relief.

### EXHIBIT “C” | AJCC Partners Services Chart

Career Services	Examples	WIOA	Other Programs
<b>Basic Career Services</b>			
Eligibility for Services	Determinations of whether the individual is eligible to receive assistance from the adult, dislocated worker, or youth programs	SBCWDD; WP; VETS; DOR;	NAP; OAA; MSFW; TANF; HUD; JC;
Outreach	Website, social media, brochures, presentations	SBCWDD; EDD; VETS; DOR; AEFL	All partners
Intake	Complete eligibility paperwork	SBCWDD EDD	All partners
Orientation	Orientation to information and other services available through the one-stop delivery system	SBCWDD EDD	EDD; TAA; NAP; JC; AEFL
Initial Assessment	Assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities, skills gaps, and supportive service needs	SBCWDD	EDD; AEFL; CPCTE; NAP; DOR; JC; TANF; OAA; MSFW
Labor Exchange	Job search, job placement, and career counseling	SBCWDD; EDD; VETS; DOR; AEFL;	CPCTE; NAP; AEFL
Referrals to programs	Provision of referrals to and coordination of activities with other programs and services	All Partners	All partners
Labor Market information	Information relating to local, regional, and national labor market areas, including— job vacancy listings; information on job skills necessary to obtain vacant jobs; and info relating to local occupations in demand and requirements, and opportunities for advancement	EDD; SBCWDD	AEFL; TANF

Performance and Cost Information	Local area performance, training provider performance and cost information.	SBCWDD	AEFL
Supportive Services Information	Assistance and referrals for child care, transportation, health care, CalFresh, HUD, TANF, etc.	All partners	All partners
<b>Career Services</b>	<b>Examples</b>	<b>WIOA</b>	<b>Other Programs</b>
<b>Basic Career Services</b>			
Information on UI	UI claim filing assistance; phones Direct to UI; RESEA, PJSA, IAW	EDD; UI	AEFL; MSFW
Financial Aid Information	Assistance in establishing eligibility for programs of financial aid assistance	AEFL; SBCWDD	CPCTE; AEFL; MSFW
<b>Individualized Career Services</b>		<b>Partner</b>	
Comprehensive assessment	Test for Adult Basic Education; Comprehensive Adult Student Assessment System in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.	SBCWDD; VETS; AEFL; NAP; DOR; JC; EDD; MSFW	
Individual employment plan	Identify the employment goals, achievement objectives, and combination of services for the participant to achieve employment goals	SBCWDD; EDD; DOR; NAP; JC; TANF; MSFW; OAA	
Career planning, counseling	Coaching and counseling	SBCWDD; EDD; VETS; OAA; NAP; DOR; JC; CPCTE; AEFL; TANF; MSFW	
Short-term prevocational services	Job readiness; communication skills, interviewing skills, punctuality, personal maintenance skills, professional conduct	SBCWDD; EDD; VETS; NAP; DOR; JC; AEFL; CPCTE; MSFW	
Internships and work experience	Internships and work experience linked to careers.	SBCWDD; OAA; NAP; JC; TANF; DOR; AEFL	
Workforce preparation activities	Basic academic skills, critical thinking skills, digital literacy skills, and self-management skills.	SBCWDD; EDD; VETS; DOR; AEFL; CPCTE; JC; NAP; MSFW	

Financial Literacy	The ability to understand how money works.	SBCWDD; AEFL; HUD; MSFW; CSBG
Out of area job search	Assist with out of area job search and relocation.	SBCWDD; JC; DOR; EDD
English language acquisition	English language proficiency and integrated instruction and training programs.	AEFL
<b>Follow-up Activities</b>	Provide continued career counseling as needed for up to 12 months following the first day of employment.	SBCWDD; AEFL; JC; MSFW

<b>Training Activities</b>		<b>Partner</b>
Occupational skills / Vocational Training		SBCWDD; AEFL; CPCTE; JC; NAP; TANF; MSFW; DOR
OJT/Subsidized Employment		SBCWDD; OAA; NAP; JC; TANF; DOR; AEFL
Transitional Jobs		DOR; TANF
<b>Business Services</b>	<b>Examples</b>	<b>Partner</b>
Customized recruitments/job fairs		SBCWDD; EDD; CPCTE; AEFL; DOR
HR Consultant Services	Business consultants	SBCWDD; EDD
Labor Market Information	Information relating to local, regional, and national labor market areas	SBCWDD; EDD; AEFL
Lay off Aversion	The strategies and activities that are designed to prevent, or minimize the duration of, unemployment.	SBCWDD; EDD; CPCTE
Incumbent Worker Training	Training employees to upgrade skill levels to prevent layoff or create promotional opportunities	SBCWDD; CPCTE; AEFL; DOR

### **Key**

AEFL – Title II Adult Education and Literacy

CPCTE – Carl Perkins Career and Technical Education



CSBG – Community Services Block Grant  
DOR – Department of Rehabilitation (Title IV Vocational Rehabilitation)  
EDD – Employment Development Department (Title III Wagner-Peyser)  
HUD – Housing & Urban Development  
JC – Job Corps  
MSFW – Migrant Seasonal Farmworkers  
NAP – Native Americans Programs  
OAA – Title V Older Americans Act  
SBCWDD – San Bernardino County Workforce Development Department (Title I Adult, Dislocated Worker & Youth)  
SC – Second Chance  
TAAA – Trade Adjustment Assistance Act  
TANF – Temporary Assistance for Needy Families/CalWORKs  
UI – Unemployment Insurance  
VETS – Veterans

## **EXHIBIT “D” | AJCC System Methods of Referral**

The San Bernardino County AJCC Partners are committed to high quality customer service with a customer-centered design. The AJCC Partners recognize referrals may be indicated at any point or stage of service during a customer’s use of the AJCC system and have therefore agreed to the following processes to ensure referrals are made promptly between system partners. The partners are committed to creating a universal referral form. In the coming months, the partners agree to further develop, maintain and modify these processes including documentation/record keeping procedures as necessary.

### **AJCC Partner Program Information**

Each AJCC Partner agrees to prepare a summary of services provided by their agency. This will be prepared in a desk reference format to be agreed to by partners to include, but not limited to, each service followed by a brief description of the service and eligibility requirements.

### **Staff Cross-Training between AJCC Partners**

AJCC Partner staff will be provided desk references and cross-trained in the programs and services as outlined therein and the AJCC system referral process. Staff will further be trained with the foremost indicators of need that would cause a referral.

### **Referral Process**

The AJCC Partners will use various methods of referral, including, but not limited to the following:

1. **Drop-In Referrals** - To ensure high quality customer service, AJCC Partners agree to accept drop-in referrals as able. Each AJCC Partner agrees to designate specific staff member(s) as contact(s) for referrals.
  - Referring partner will complete universal referral form or, if/when technology allows, will complete an online referral.
  - Referring partner will give customer information on services offered by receiving partner and, when it’s available, encourage customer to watch brief video of receiving partner orientation.
  - Referring partner will email the universal referral form to the receiving partner as well as give a copy of the referral form to the customer.
  - When the customer arrives for a drop-in visit, during the designated drop-in time, the receiving partner will meet with the customer briefly to welcome them, provide services, and/or schedule a follow-up appointment.
  - Receiving partner will contact the customer within one week of receiving the referral if the customer has not yet visited.
  - Where possible, the referring partner will document in an online system that a referral was made noting to what agency and method of referral.
  - Referring partner and the partner receiving the referral will maintain an electronic file and/or log of open referrals to be reviewed regularly to ensure timely follow-up and resolution. Open referrals are dependent on customer choice.

- Referring partner will close the referral once the customer is engaged in services with the receiving partner agency or if the customer has declined services or has not responded to the referred service within a reasonable amount of time.
  - Where possible, referring partner will document closed referral in an online system noting the outcome of the referral.
2. **By Appointment** - AJCC Partners agree to develop a shared web-based calendar to schedule referral appointments.
- Referring partner will schedule customer for appointment with receiving partner using online centralized calendar and the universal referral form.
  - Referring partner will enter customer name, contact information, and brief summary of the reason for the referral.
  - Referring partner will give customer information on services offered by receiving partner and, when it's available, encourage customer to watch brief video of receiving partner orientation.
  - Referring partner will give customer an appointment card with the date, time, location, receiving partner contact name, and telephone number.
  - Referring partner will email the appointment information and the universal referral form to the receiving partner, as well as give a copy of the referral form to the customer.
  - Where possible, the referring partner staff will document in an online system that a referral was made noting to what agency and method of referral.
  - Referring partner and the partner receiving the referral will maintain an electronic file and/or log of open referrals to be reviewed regularly to ensure timely follow-up and resolution. Open referrals are dependent on customer choice.
  - Referring partner will close the referral once the customer is engaged in services with the receiving partner agency or if the customer has declined services or has not responded to the referred service within a reasonable amount of time.
  - Where possible, referring partner will document closed referral in an online system noting the outcome of the referral.
3. **By Email or Instant Message** - When it is not possible to schedule appointments, referrals will be made via email or instant messaging.
- Referring partner will send an email or instant message to inform the receiving partner of the customer referral.
    - The email will include the reason for referral and the universal referral form.
    - Instant message will include the reason for referral, customer name, telephone number and/or email address.
    - The email or instant message will never contain personal identifying information such as Social Security Number, date of birth, home address, medical information or other information protected by the Health Insurance Portability and Accountability Act (HIPAA).
  - Where possible, the referring partner staff will document in an online system that a referral was made noting to what agency and method of referral.

- Referring partner and the partner receiving the referral will maintain an electronic file and/or log of open referrals to be reviewed regularly to ensure timely follow-up and resolution. Open referrals are dependent on customer choice.
- Referring partner will close the referral once the customer is engaged in services with the receiving partner agency or if the customer has declined services or has not responded to the referred service within a reasonable amount of time.
- Where possible, referring partner will document closed referral in an online system noting the outcome of the referral.

**County of San Bernardino Workforce Development Board**  
**Infrastructure Budget for West Valley AJCC**  
*(If applicable as denoted in Section IX.B)*

29  
49

**County of San Bernardino Workforce Development Board**  
**Infrastructure Budget for East Valley AJCC**  
*(If applicable as denoted in Section IX.B)*

50

*(If applicable as denoted in Section IX.B)*

51

## EXHIBIT “F” | COMBINED CAREER SERVICES BUDGET

COMBINED CAREER SERVICES BUDGET																				
One-Stop Delivery System Budget Worksheet for Phase II Cost Sharing MOU																				
WIOA Service Type	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF	TECH ED	T-V OAA	JOB CORPS	NATIVE AM	MSF	YOUTHBLD	TAA	COMM ACT	HOUSING	UI	VET	OTHER	TOTAL
Basic Career Services																				
Eligibility for Services																				
Outreach, Intake, Orientation																				
Initial Assessment																				
Labor Exchange Services																				
Referral to Programs Outside the One Stop Center for Partners																				
Labor Market Information																				
Performance and Cost Information																				
Supportive Services Information																				
Unemployment Insurance (UI) Information																				
Financial Aid Information																				
Sub-Total																				
Individual Career Services																				
Comprehensive Assessment																				
Individual Employment Plan																				
Career Planning, Counseling																				
Short-Term Pre-Vocational																				
Internships and Work Experience																				
Out of Area Job Search																				
Financial Literacy																				
English Language Acquisition																				
Workforce Preparation																				
Follow-up Activities																				
Sub-Total																				
Training Activities																				
Occupational Skills/Vocational Training																				
OJT/Subsidized Employment																				
Transitional Job																				
Skill Upgrading/Retraining																				
Entrepreneurial Training																				
ABE or ESL in Combination with Training																				
Sub-Total																				
Business Services																				
Incumbent Worker Training																				
Private Sector Training																				
Customized Training																				
Sub-Total																				
Total																				



# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**January 12, 2021**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

Contract Amendment with the County of San Bernardino Community Development and Housing Department for the Homeless Veterans Housing Initiative Enhanced Security Deposit Program

## **RECOMMENDATION(S)**

1. Approve Amendment No. 3 to Contract 15-803 with the County of San Bernardino Community Development and Housing Department extending the term for two additional years retroactive from July 1, 2020 through June 30, 2022 for the remaining amount not to exceed \$77,883.50 for the Homeless Veterans Housing Initiative Enhanced Security Deposit Program.
2. Authorize and direct the Executive Director to execute and deliver the contract amendment to the County of San Bernardino and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

**HACSB has secured the resources needed for accomplishing its mission.**

**HACSB clients, programs, and properties are embraced by all communities.**

**HACSB clients live in safe and desirable homes and communities where they can develop and prosper.**

## **FINANCIAL IMPACT**

Approval of this amendment will extend the current term of the contract by two years through June 30, 2022. Funding sources are from the County of San Bernardino (County) Community Development and Housing Department (CDH) to the Housing Authority of the County of San Bernardino (HACSB) for the implementation of the Homeless Veterans Housing Initiative Enhanced Security Deposit (ESD) program, for a total contract amount of \$200,000. Under Amendment No. 3, CDH will provide additional time for HACSB to expend \$77,883.50 in remaining funds for the ESD program.

## **BACKGROUND INFORMATION**

Under the terms of the recommended amendment, HACSB will continue to provide services to the chronic and veteran homeless populations for the ESD program. As part of the countywide initiative to end Veteran homelessness, CDH and HACSB partnered to create the ESD program approved by the Board of Governors on November 3, 2015 (Item No. 36). The goal of the program is to provide landlords with a risk mediation fund to pay for any damages in excess of the security deposit. The program initially served homeless veterans but was amended on December 20, 2016 (Item No. 27), to include modifications expanding the target populations of the program to include chronically homeless individuals, youth and families; and increasing the supply of units used specifically to house homeless families and individuals by allowing the use of funds for holding deposits, excessive property damage and vacant unit retention.

Contract Amendment with the County of San Bernardino Community Development and Housing Department for the Homeless Veterans Housing Initiative Enhanced Security Deposit Program  
January 12, 2021

The proposed amendment to extend the contract term to June 30, 2022 will allow for the continuation of the existing program. To date, approximately \$122,000 has been expended assisting approximately 120 households/individuals.

On September 8, 2020 (Item No. 14) the Board of Commissioners approved Amendment No. 3 to this contract, however, CDH had additional revisions to the contract after the Board of Commissioners approval.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on December 28, 2020.



**Contract Number**

**SAP Number**

## Community Development and Housing Department

<b>Department Contract Representative</b>	Shanikqua Freeman, Deputy Director
<b>Telephone Number</b>	(909) 387-4327
<b>Contractor</b>	Housing Authority of the County of San Bernardino
<b>Contractor Representative</b>	Maria Razo, Executive Director
<b>Telephone Number</b>	(909) 890-0644
<b>Contract Term</b>	July 1, 2020 to June 30, 2022
<b>Original Contract Amount</b>	\$77,883.50
<b>Amendment Amount</b>	
<b>Total Contract Amount</b>	\$77,883.50
<b>Cost Center</b>	funds already in Contractor's possession

### IT IS HEREBY AGREED AS FOLLOWS:

This Contract is made and entered into, by and between the County of San Bernardino, hereinafter referred to as "COUNTY," and the Housing Authority of the County of San Bernardino, a public body, corporate and politic, hereinafter referred to as "CONTRACTOR."

### RECITALS

**WHEREAS**, CONTRACTOR is the Public Housing Agency administering permanent supportive housing programs to homeless veterans; and

**WHEREAS**, CONTRACTOR will operate the Enhanced Security Deposit program on behalf of the COUNTY and will operate the fund to provide enhanced security deposit assistance, pet security deposits; landlord incentives in the form of risk mitigation funds, holding deposits and vacated unit retention funds; and

**WHEREAS**, on November 3, 2015 (Item No. 18), the Board of Supervisors approved Contract #15-803 between CONTRACTOR and the COUNTY, hereinafter referred to as "CONTRACT" for \$100,000 to

support the efforts of the Homeless Veterans Housing Initiative to increase landlord engagement and access to available private market units throughout the Housing Authority of the County of San Bernardino's service area; and

**WHEREAS**, on December 20, 2016 (Item No. 27), the Board of Supervisors approved Amendment #1 to Contract #15-803 between CONTRACTOR and the COUNTY, to extend the term to June 30, 2019; expand the target homeless population to include non-veteran, chronic homeless individuals and families; expand the scope of services to include holding deposits, vacated unit retention deposits, and excessive property damage restitution; and

**WHEREAS**, on October 16, 2018 (Item No. 23), the Board of Supervisors approved Amendment #2 to Contract #15-803 to increase the contract amount by \$100,000, for a total contract amount of \$200,000 (restricted Housing Trust funds); extend the term one (1) additional year to June 30, 2020; and, expand the scope of services to include a provision for pet security deposits; and,

**WHEREAS**, upon approval of Contract#15-803, Contract #15-803-A1 and Contract #15-803-A2, Community Development and Housing processed an internal transfer of funds to CONTRACTOR in the collective amount of \$200,000, to administer the program, funds which have been in the CONTRACTOR'S possession and have been utilized to administer the program; and

**WHEREAS**, Contract #15-803 expired on June 30, 2020 and CONTRACTOR had \$77,883.50 funds remaining; and,

**WHEREAS**, COUNTY desires to enter into this contract to provide CONTRACTOR until June 30, 2022 to utilize the funds remaining from Contract #15-803; and,

**WHEREAS**, CONTRACTOR will continue to prioritize providing services to the chronic and veterans homeless populations to align with the overall County focus.

**NOW, THEREFORE**, in consideration of the mutual covenants herein set forth and the mutual benefits to be derived therefrom, the parties agree as follows:

## **1. TERMS OF AGREEMENT**

The contract amount is \$77,883.50, and represents the undepleted funds of the original Contract #15-803 and may be expended only for activities specified in the Section B.2.- Scope of Work without prior written approval of the COUNTY. No additional funds will be provided to CONTRACTOR in this Contract.

The term of this Contract begins retroactively on July 1, 2020 and ends June 30, 2022, unless terminated earlier as provided in Section C.37 – Termination for Convenience

Any extension can be made at the sole discretion of the COUNTY and can be made administratively by the Purchasing Manager or Director of Purchasing without Board approval, and upon authorization of the Community Development and Housing Director, provided that contract amendment meets Purchasing's thresholds pertaining to the maximum contract value and duration.

## **A. DEFINITIONS**

### **A.1 Enhanced Security Deposit**

Deposits in excess of the typical two month's rent which would be required to permanently house an eligible program participant who otherwise would not be able to secure housing without the additional security deposit.

### **A.2 Excessive Property Damage**

Funds may be used to cover the cost of repairs for excessive property damage caused by program participant(s). The Excessive Property Damage funds may not exceed one month's rent and may be paid to landlords, property owners, and/or management companies when the security deposit is insufficient to cover actual damages.

### **A.3 "Good Faith" Holding Deposits**

"Good faith" holding deposits will be offered to property owners and landlords who have vacant units not currently in the Homeless Housing Inventory. The Holding Deposits may not exceed the equivalent of one month's rent and will be used to include, add and hold units in the Homeless Housing Inventory while program participants undergo the eligibility, qualification and placement processes.

### **A.4 Vacated Unit Retention**

Funds may be used to retain a unit that is currently in the Homeless Housing Inventory and is being vacated by a program participant. The funds may be used to prevent costly eviction proceedings by paying any outstanding rent owed by a program participant after the security deposit is exhausted. Additionally, the property owner, landlords, or management company may be offered a unit retention holding deposit, up to one month's rent, to retain the unit in the Homeless Housing Inventory.

## **B. CONTRACTOR RESPONSIBILITIES**

**B.1** CONTRACTOR shall submit program status progress reports including data accounting and accomplishments of the program quarterly during the contract performance period.

The Community Development and Housing Director may grant time or performance modifications (not including contract extension) to this Contract when such modifications:

- a) in aggregate, do not exceed twelve (12) calendar months;
- b) are limited to no more than two per fiscal contract year when specifically requested by CONTRACTOR;
- c) will not change the project goals or scope of services;
- d) are in the best interests of the COUNTY and CONTRACTOR in performing the scope of services under this Contract;
- e) do not alter the amount of compensation under this Contract.

### **B2. SCOPE OF SERVICES**

CONTRACTOR will provide enhanced security deposit funds to eligible homeless veterans and chronically homeless individuals and families that have identified permanent housing via the support of a variety of veterans' services agencies, homeless service providers and who have been prioritized through the Coordinated Entry System (CES).

CONTRACTOR will provide enhanced security deposit funds to eligible homeless veterans and nonveteran homeless families and individuals meeting the definition of chronic homelessness. In the efforts to enable them to secure and maintain permanent housing, services will be provided to those who have identified or have had permanent housing identified on their behalf via the support of a variety of veterans' and homeless services agencies.

CONTRACTOR will prioritize services to veteran and chronic populations through the Coordinated Entry System.

CONTRACTOR may provide “Good Faith” Holding Deposits to landlords for vacant units not currently in the Homeless Housing Inventory, which is a compilation of units used specifically to house homeless families and individuals. The Holding Deposit may not exceed the equivalent of one month’s rent. The Holding Deposit will be used to include the unit in the supply of units used specifically to house homeless families and individuals (“Homeless Housing Inventory”) and maintain the unit within the inventory while participating household(s) engage in and complete the eligibility process.

CONTRACTOR may provide Vacated Unit Retention funds to cover any unpaid tenant rent (after the exhaustion of the security deposit), plus a Holding Deposit – not to exceed one month’s rent – to retain the unit being vacated in the Homeless Housing Inventory.

CONTRACTOR may expand the use of the Excessive Property Damage funds to landlords participating in the Program to cover excessive property damage after the security deposit has been exhausted. The additional funding for repairs may not exceed one month’s rent.

CONTRACTOR may provide Pet Security Deposits, not to exceed five hundred dollars (\$500.00), to cover pet-related move-in costs and any pet-related damages at move-out, not to exceed amount of deposit.

### **B3. SERVICE AREAS**

CONTRACTOR shall provide services within all cities and County unincorporated areas within the jurisdiction of the County of San Bernardino.

### **B4. PARTICIPANT REQUIREMENTS**

CONTRACTOR shall serve eligible beneficiaries to include homeless veterans eligible for Veterans Affairs Supportive Housing (VASH) vouchers and/or Supportive Services for Veterans Families (SSVF) funds that have identified permanent housing with the potential for a minimum of a one year lease, and homeless veterans that received Homeless Veterans Housing Initiative bridge housing assistance, as well as chronically homeless individuals and/or families. All eligible beneficiaries must be referred through CES.

### **B5. CONTRACTOR REQUIREMENTS**

The following shall be required by CONTRACTOR:

- A. Compliance with all applicable federal, state, and local laws, required to execute this Contract.
- B. Review, understanding, and agreement that expended contract funds are utilized to attain permanent housing for eligible program participants.
- C. CONTRACTOR attests that when expending contract funds all due diligence necessary to verify eligibility is conducted.
- D. CONTRACTOR shall maintain the funds in accordance with all generally accepted government accounting standards.

### **B6. USE OF FUNDS**

Funds allocated pursuant to this Contract shall be used exclusively for costs included in CONTRACTOR's Project Summary. Contract funds shall not be used as: (1) security or to guarantee payments for any non-program obligations; (2) loans for non-program activities; or (3) for any other CONTRACTOR programs or purposes

## **C. GENERAL CONTRACT REQUIREMENTS**

### **C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

### **C.2 Contract Amendments**

Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

### **C.3 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other Contractors for the same or similar services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive a minimum amount of compensation, under the terms of this Contract.

### **C.4 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

### **C.5 Background Checks for Contractor Personnel**

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the County and not in violation of applicable law or Contractor employment rules or policies, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing services. If requested by the County and not in violation of Contractor employment rules or policies, CONTRACTOR shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for CONTRACTORS or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or services, and County shall have the right, at its sole option, to refuse access to any of Contractor's personnel to any County facility.

### **C.6 Change of Address**

Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

### **C.7 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

### **C.8 Compliance with County Policy**

In performing the services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet,

security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or CONTRACTORS. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

### **C.9 Confidentiality**

Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

### **C.10 Primary Point of Contact**

Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor or designee must respond to County inquiries within two (2) business days. Contractor shall not change the primary contact without written acknowledgement to the County. Contractor will also designate a back-up point of contact in the event the primary contact is not available.

### **C.11 County Internship Initiative**

CONTRACTOR agrees to be contacted by the County to solicit its participation in an internship initiative known as GenerationGo! Career Pathways, involving the potential placement and hiring of interns by CONTRACTOR's business. CONTRACTOR is encouraged to utilize the County's program to aid the **County's Vision for a skilled workforce and jobs that create countywide prosperity**, and its **goal to Create, Maintain and Grow Jobs and Economic Value in the County**. The County's objective with its internship initiative is to focus on training, education, employment and support services to develop a more highly-educated and trained workforce. When participating in the County's internship initiative, the CONTRACTOR remains an independent CONTRACTOR and shall not be construed as agents, officers, or employees of the County. More information about the County's GenerationGo! Career Pathways Program can be located at <http://wp.sbcounty.gov/workforce/career-pathways/>.

### **C.12 County Representative**

*Dena Fuentes, Deputy Executive Officer* or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the services/Scope of Work by Contractor. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

### **C.13 Damage to County Property**

Contractor shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or its employees or agents. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.



If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County, as determined at the County's sole discretion.

#### **C. 14 Debarment and Suspension**

Contractor certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

#### **C.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

#### **C.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

#### **C.17 Employment Discrimination**

During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

**C.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

**C.19 Improper Influence**

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

**C.20 Improper Consideration**

Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

**C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

**C.23 Licenses, Permits and/or Certifications**

Contractor shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Contractor shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract.

Contractor will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

#### **C.24 Material Misstatement/Misrepresentation**

If during the course of the administration of this Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

#### **C.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

#### **C.26 Nondisclosure**

Contractor shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Contractor or an agent of Contractor or otherwise made available to Contractor or Contractor's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Contractor or an agent of Contractor in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

#### **C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Contractor pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Article D—Term of the Contract. Unless otherwise directed by County, Contractor may retain copies of such items.

#### **C.29 Reserved.**

#### **C.30 Air, Water Pollution Control, Safety and Health**

Contractor shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

#### **C.31 Records**

Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Contractor's personnel, Contractors, subcontractors, services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

### **C.32 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Any provision of this Contract that may appear to give the County any right to direct the Contractor concerning the details of performing the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Contractor shall follow the direction of the County concerning the end results of the performance.

### **C.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Contractor's relationship with County may be made or used without prior written approval of the County.

### **C.34 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

### **C.35 Subcontracting**

Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractors personnel. Contractor shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Article G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Contractor Personnel.

For any subcontractors, Contractor shall:

- 35.1** Be responsible for subcontractors compliance with the Contract and the subcontract terms and conditions; and
- 35.2** Ensure that the subcontractors follows County's reporting formats and procedures as specified by County.
- 35.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Contractor Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

### **C. 36 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Contractor for County.

### **C.37 Termination for Convenience**

The County and the Contractor each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs and reports.

### **C.38 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

### **C.39 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

### **C.40 Conflict of Interest**

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent officers, employees, subcontractors or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

### **C.41 Former County Administrative Officials**

Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Executive Officer

or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

#### **C.42 Disclosure of Criminal and Civil Procedures**

County reserves the right to request the information described herein from Contractor. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Contractor also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Contractor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Contractor is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Contractor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

#### **D. TERM OF CONTRACT**

This Contract is retroactively effective as of **July 1, 2020** and expires **June 30, 2022** but may be terminated earlier in accordance with provisions of this Contract.

Any extension can be made at the sole discretion of the COUNTY and can be made administratively by the Director of Community Development and Housing without Board approval provided that contract amendment meets Purchasing's thresholds pertaining to the maximum contract value and maximum contract term.

#### **E. COUNTY RESPONSIBILITIES**

**E.1** Track and monitor use of funds.

**E.2** Request and review quarterly performance and usage reports submitted by CONTRACTOR.

**E.3** Provide CONTRACTOR with administrative support such as processing contract amendments, when necessary, providing necessary data collection and expenditure reporting templates, and assisting with compiling and reporting program performance in the County's annual reports (i.e. Comprehensive Annual Performance Evaluation Report-CAPER, Annual Performance Report – APR, etc.).

#### **F. FISCAL PROVISIONS**

**F.1** The maximum amount of **\$77,883.50 (undepleted funds of original contract)** under this Contract shall not exceed **\$77,883.50** of which \$0 may be federally funded, and shall be subject to availability of other funds to the County. The consideration to be paid to

Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

- F.2** CONTRACTOR is in receipt of funding that has been transferred as an internal funding transfer. CONTRACTOR will draw from the funds currently held in its possession.

**G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**G.1 Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation ~~applies to the County's "active" as well as "passive" negligence~~ but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

**G.2 Additional Insured**

All policies, except for Worker's Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. Contractor hereby waives all rights of subrogation against the County.

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.5 Severability of Interests**

Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Contractor and County or between County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Contractor shall furnish a copy of the

Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Contractor is insured by the Housing Authorities Risk Retention Pool (HARRP). Due to HARRP being a risk pool it is not rated by AM Best.

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management. Contractor's property damage policy has a deductible of \$25,000.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to cancel this Contract or obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

**G.11 Contractor agrees to provide insurance set forth in accordance with the requirements herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Contractor agrees to amend, supplement or endorse the existing coverage to do so.**

Without in anyway affecting the indemnity herein provided and in addition thereto, Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

**G.11.1 Workers' Compensation/Employer's Liability** – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.



If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- a. Premises operations and mobile equipment.
  - b. Products and completed operations.
  - c. Broad form property damage (including completed operations).
  - d. Explosion, collapse and underground hazards.
  - e. Personal injury.
  - f. Contractual liability.
  - g. \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

## **H. SUCCESSORS AND ASSIGNS**

**H.1** This Contract shall be binding upon County and Contractor and their respective successors and assigns.

**H.2** Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Contractor without the prior written consent and approval of County.

**H.3** Death or Incapacity: If the Contractor transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Contractor and any one of them die or become incapacitated and the others continue to render the services covered herein, County will make payment to those continuing as though there had been no such death or incapacity and County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or

incapacity among any group of persons named as Contractor herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Contractor.

**I. RIGHT TO MONITOR AND AUDIT**

**I.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

**I.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

**J. CORRECTION OF PERFORMANCE DEFICIENCIES**

**J.1** Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

**J.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In the event of such termination, County may proceed with the work in any manner deemed proper by County. The cost to County shall be deducted from any sum due to Contractor under this Contract and the balance, if any, shall be paid by Contractor upon demand.

**J.3** Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.

**K. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

Gary Hallen, Director  
Community Development and Housing  
Department  
385 N. Arrowhead Avenue, 3<sup>rd</sup> Floor  
San Bernardino, CA 92415

Housing Authority of the County of San  
Bernardino  
Maria Razo, Executive Director  
715 East Brier Drive  
San Bernardino, CA 92408

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**L. ENTIRE AGREEMENT**

This Contract, including all Attachment, Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**IN WITNESS WHEREOF**, the County of San Bernardino and Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

►

\_\_\_\_\_  
, Leo Gomez, Purchasing Manager

Dated: \_\_\_\_\_

Housing Authority of the County of San Bernardino

\_\_\_\_\_  
(Print or type name of corporation, company, CONTRACTOR, etc.)

By ►

\_\_\_\_\_  
(Authorized signature – sign in blue ink)

Maria Razo

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
Executive Director  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_  
715 East Brier Drive  
San Bernardino, CA 92408

Telephone \_\_\_\_\_  
(909) 890-0644

**FOR COUNTY USE ONLY**

Approved as to Legal Form

►

County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Gary Hallen, Director

Date \_\_\_\_\_

# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**January 12, 2021**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. for 27 Scattered Site Units for the Continuum of Care Program

## **RECOMMENDATION(S)**

1. Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. at 27 scattered site units for the Continuum of Care Program, for a five-year period from February 1, 2021 through January 31, 2026.
2. Authorize and direct the Executive Director to execute and deliver the contract extension to Housing Partners I, Inc., and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

**HACSB communication is open, honest and consistent.**

**HACSB clients live in safe and desirable homes and communities where they can develop and prosper.**

## **FINANCIAL IMPACT**

Approval of the proposed extension to the Project-Based Voucher Program Housing Assistance Payments Contract (Contract) will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) annual budget as the payments coinciding with these contracts have already been budgeted. The Contract is funded under the Continuum of Care (CoC) program, which is administered by HACSB on behalf of the United States Department of Housing and Urban Development (HUD).

## **BACKGROUND INFORMATION**

HACSB administers seven CoC grants. The grants provide rental assistance to chronically homeless individuals and families with mental disabilities. Four of the grants provide tenant-based rental assistance to approximately 231 households. The other three grants provide rental assistance at 55 units under a Project-Based Voucher contract. All CoC participants receive services from the Department of Behavioral Health (DBH).

On February 9, 2011, (Item No. 7) HACSB's Housing Commission (Board) authorized entering into the 10-year contract with Housing Partners I, Inc. for 27 scattered site units. The units had been selected due to their proximity to Department of Behavioral Health (DBH) facilities for the purpose of housing the chronically homeless with mental health disabilities. At that time, the maximum allowable contract term was ten years due to planned rehabilitation of the units.

The maximum allowable contract term under CoC regulations is five years if no unit rehabilitation is planned. Therefore, the extension of the proposed contract is for additional five years effective February 1, 2021 through January 31, 2026 and is subject to continued funding from HUD.

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. for the Continuum of Care Program  
January 12, 2021

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on December 24, 2020.

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**CONTINUUM OF CARE PROJECT-BASED VOUCHER PROGRAM  
PBV HOUSING ASSISTANCE PAYMENTS CONTRACT**

**EXISTING HOUSING**

**PART 1 OF HAP CONTRACT**

**EXTENSION**

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families, and, as applicable, 24 CFR 983.10. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

**1. CONTRACT INFORMATION**

**a. Parties**

This housing assistance payments (HAP) contract is entered into between:

\_\_\_\_\_ (PHA) and

\_\_\_\_\_ (owner).

**b. Contents of contract**

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

**c. Contract exhibits**

The HAP contract includes the following exhibits:

EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY  
THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND

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**Project-Based Rental Assistance Program  
HAP Contract for Existing Housing**

Previous editions are obsolete

**HUD 52530B Page - 1 of Part 1  
(07/2019)**

DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)

- EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER
- EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS
- EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

**d. Effective date and term of the HAP contract**

**1. Effective date**

- a. The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets the PBV inspection requirements.
- b. For all contract units, the effective date of the HAP contract is:  
\_\_\_\_\_.
- c. The term of the HAP contract begins on the effective date.

**2. Length of initial term**

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:  
The initial term was February 1, 2011 through January 31, 2021. This HAP Contract ~~extension is for five (5) years through January 31, 2026.~~\_\_\_\_\_
- b. The initial term of the HAP contract may not be less than one year, nor more than five years.

**3. Extension of term**

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

**4. Requirement for sufficient appropriated funding**

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

**e. Occupancy and payment**

**1. Payment for occupied unit**

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out ("move-out month"). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner's fault.

**2. Vacancy payment**

THE PHA HAS DISCRETION WHETHER TO INCLUDE THE VACANCY PAYMENT PROVISION (PARAGRAPH e.2), OR TO STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.



- a. ~~If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA-determined vacancy period extending from the beginning of the first calendar month after the move-out month for a period not exceeding two full months following the move-out month.~~
- b. ~~The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.~~
- c. ~~The PHA may make vacancy payments to the owner only if:~~
  - 1. ~~The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);~~
  - 2. ~~The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;~~
  - 3. ~~The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and~~
  - 4. ~~The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.~~
- d. ~~The PHA must take every reasonable action to minimize the likelihood and length of vacancy.~~
- e. ~~The owner may refer families to the PHA and recommend selection of such families from the PHA waiting list for occupancy of vacant units.~~
- f. ~~The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the~~

~~amount of any vacancy payments.~~

**3. PHA is not responsible for family damage or debt to owner**

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

**f. ~~Income-mixing requirement~~**

- ~~1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.~~
- ~~2. The limitation in paragraph f.1 does not apply to single-family buildings.~~
- ~~3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to elderly families or to families eligible for supportive services, for the number of contract units designated for occupancy by such families. The owner shall rent the designated number of contract units to such families referred by the PHA from the PHA waiting list.~~
- ~~4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.~~
- ~~5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.~~
- ~~6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance (enter the number of~~

contract units in front of the applicable form of assistance):

- ☐ ~~Public Housing or Operating Funds;~~
- ☐ ~~Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single Room Occupancy);~~
- ☐ ~~Housing for the Elderly (Section 202 or the Housing Act of 1959);~~
- ☐ ~~Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);~~
- ☐ ~~Rent Supplement Program;~~
- ☐ ~~Rental Assistance Program;~~
- ☐ ~~Flexible Subsidy Program.~~

The following ~~total~~ number of contract units received a form of HUD assistance listed above: \_\_\_\_\_. If all of the units in the project received such assistance, you may skip sections g.7 and g.8, below.

7. The following ~~specifies~~ the number of contract units (if any) that were under any of the following federal rent restrictions (enter the number of contract units in front of the applicable type of federal rent restriction):

- ☐ ~~Section 236;~~
- ☐ ~~Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);~~
- ☐ ~~Housing for the Elderly (Section 202 or the Housing Act of 1959);~~
- ☐ ~~Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);~~
- ☐ ~~Flexible Subsidy Program.~~

The following ~~total~~ number of contract units were subject to a federal rent restriction listed above: \_\_\_\_\_. If all of the units in the project were subject to a federal rent restriction, you may skip section g.8, below.

8. The following specifies the number of contract units (if any) designated for occupancy by elderly families or by families eligible for supportive services:
- a. Place a check mark here \_\_\_\_ if any contract units are designated for occupancy by elderly families; The following number of contract units shall be rented to elderly families:
- \_\_\_\_\_.
- b. Place a check mark here \_\_\_\_ if any contract units are designated for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:
- \_\_\_\_\_.
9. ~~The PHA and owner must comply with all HUD requirements regarding income mixing.~~

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**EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING**

<b>PUBLIC HOUSING AGENCY (PHA)</b> <b>Name of PHA (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date
<b>OWNER</b> <b>Name of Owner (Print)</b>
By:
Signature of authorized representative
Name and official title (Print)
Date

**U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing**

**CONTINUUM OF CARE PROJECT-BASED VOUCHER PROGRAM**

**PBV HOUSING ASSISTANCE PAYMENTS CONTRACT  
EXISTING HOUSING**

**PART 2 OF HAP CONTRACT**

EXTENSION

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

## **2. DEFINITIONS**

**Contract units.** The housing units covered by this HAP contract. The contract units are described in Exhibit A.

**Controlling interest.** In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;  
or

(f) Having equivalent levels of control in other ownership structures.

**Existing housing.** Housing units that already exist on the proposal selection date and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

**Family.** The persons approved by the PHA to reside in a contract unit with assistance under the program.

**HAP contract.** This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

**Household.** The family and any PHA-approved live-in aide.

**Housing assistance payment.** The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

**Housing quality standards (HQS).** The HUD minimum quality standards for dwelling units occupied by families receiving project-based rental assistance program assistance.

**HUD.** U.S. Department of Housing and Urban Development.

**HUD requirements.** HUD requirements which apply to the project-based rental assistance program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

**Owner.** Any person or entity who has the legal right to lease or sublease a unit to a participant.

**Premises.** The building or complex in which a contract unit is located, including common areas or grounds.

**Principal or interested party.** This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

**Program.** The project-based rental assistance program (see authorization for project-based rental assistance at 24 CFR 578).

**PHA.** Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

**PHA-owned units.** A unit is “owned by a PHA” if the unit is in a project that is:

- (a) Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit; see definition above);
- (b) Owned by an entity wholly controlled by the PHA; or
- (c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

**Proposal selection date.** The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA’s administrative plan.

**Rent to owner.** The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

**Tenant.** The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

**Tenant rent.** The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

### **3. PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.



**4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS**

**a. Amount of initial rent to owner**

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here \_\_\_ if the PHA has elected not to reduce rents below the initial rent to owner.

**b. HUD rent requirements**

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

**c. PHA payment to owner**

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.

5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

**d. Termination of assistance for family**

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

**5. ADJUSTMENT OF RENT TO OWNER**

**a. PHA determination of adjusted rent**

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements.
2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

**b. Reasonable rent**

The rent to owner for each contract unit may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

**c. No special adjustments**

The PHA will not make any special adjustments of the rent to owner.

**d. Owner compliance with HAP contract**

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

**e. Notice of rent adjustment**

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

**6. OWNER RESPONSIBILITY**

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
  1. Any security deposit;

2. The tenant rent; and
3. Any charge for unit damage by the family.

## **7. OWNER CERTIFICATION**

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

## **8. CONDITION OF UNITS**

### **a. Owner maintenance and operation**

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

### **b. PHA inspections**

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least annually during the term of the HAP contract, the PHA must inspect all of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this annual inspection requirement.
- ~~4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.~~
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

### **c. Violation of the housing quality standards**

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include

termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

**d. Maintenance and replacement—owner’s standard practice**

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

**9. LEASING CONTRACT UNITS**

**a. Selection of tenants**

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA.
2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
3. Consistent with HUD requirements and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory admission procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA, and recommend selection of such families from the PHA waiting list for occupancy of vacant units.
4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.

5. The PHA must determine family eligibility in accordance with HUD requirements.
6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA.

**b. Vacancies**

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable, good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

**10. TENANCY**

**a. Lease**

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

**b. Termination of tenancy**

1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

**c. Family payment**

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.



**d. Other owner charges**

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based rental assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

**e. Security deposit**

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance

from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

**11. FAMILY RIGHT TO MOVE**

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA may offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

**12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS**

The PHA subsidy standards determine the appropriate unit size for the family size and composition. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit.

**13. PROHIBITION OF DISCRIMINATION**

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex, national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted

Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).

- c. The owner must comply with HUD’s Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD’s implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

#### **14. PHA DEFAULT AND HUD REMEDIES**

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD’s satisfaction or as directed by HUD, for enforcement of the PHA’s rights under the HAP contract, HUD may assume the PHA’s rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

## **15. OWNER DEFAULT AND PHA REMEDIES**

### **a. Owner default**

Any of the following is a default by the owner under the HAP contract:

1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract units in accordance with the housing quality standards.
2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
  - a. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
  - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

### **b. PHA remedies**

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in

the notice.

3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

**c. PHA remedy is not waived**

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

**16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA**

**a. Required information**

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

**b. PHA and HUD access to premises**

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

**17. PHA AND OWNER RELATION TO THIRD PARTIES**

**a. Injury because of owner action or failure to act**

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

**b. Legal relationship**

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or

any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

**c. Exclusion of third-party claims**

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the owner under the HAP contract.

**d. Exclusion of owner claims against HUD**

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

**18. PHA-OWNED UNITS**

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

**19. CONFLICT OF INTEREST**

**a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials**

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the Continuum of Care program or project-based rental assistance program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

**b. Disclosure**

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

**c. Interest of member of or delegate to Congress**

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

**20. EXCLUSION FROM FEDERAL PROGRAMS**

**a. Federal requirements**

The owner must comply with and is subject to requirements of 2 CFR part 2424.

**b. Disclosure**

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

**21. TRANSFER OF THE CONTRACT OR PROPERTY**

**a. When consent is required**

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. "Transfer" includes:
  - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
  - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

- iii. The creation of a security interest in the HAP contract or the property;
  - iv. Foreclosure or other execution on a security interest; or
  - v. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

**b. Transferee assumption of HAP contract**

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

**c. Effect of consent to transfer**

- 1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
- 2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
- 3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.



**d. When transfer is prohibited**

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

**22. SUBSIDY LAYERING**

A subsidy layering review is not required for existing housing projects.

**23. OWNER LOBBYING CERTIFICATIONS**

a. The owner certifies, to the best of owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

**24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS**

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

**25. NOTICES AND OWNER CERTIFICATIONS**

a. Where the owner is required to give any notice to the PHA pursuant to the

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HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.

- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

**26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT EXTENSION**

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 year advance notice.

**27. FAMILY'S RIGHT TO REMAIN**

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

**28. ENTIRE AGREEMENT; INTERPRETATION**

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

**EXHIBIT A****TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT;  
INITIAL RENT TO OWNER; AND DESCRIPTION OF CONTRACT UNITS**

There are a total of 27 fixed units covered by this HAP Contract at the locations detailed in the chart below.

<b>Address</b>	<b>City/State/Zip</b>	<b>Apt #</b>	<b>Bedroom Size</b>	<b>Bathroom Count</b>	<b>Contract Rent</b>
8148 Cypress Ave.	Fontana / CA / 92335	1	1	1	\$1350
8148 Cypress Ave.	Fontana / CA / 92335	2	1	1	\$1350
8148 Cypress Ave.	Fontana / CA / 92335	3	3	1	\$1500
8148 Cypress Ave.	Fontana / CA / 92335	4	2	1	\$1450
8148 Cypress Ave.	Fontana / CA / 92335	5	2	1	\$1450
16015 Juniper St.	Hesperia / CA / 92345	1	2	1	\$950
16015 Juniper St.	Hesperia / CA / 92345	2	2	1	\$950
16015 Juniper St.	Hesperia / CA / 92345	3	3	1.5	\$1200
16015 Juniper St.	Hesperia / CA / 92345	4	3	1.5	\$1200
16015 Juniper St.	Hesperia / CA / 92345	5	1	1	\$800
16015 Juniper St.	Hesperia / CA / 92345	6	1	1	\$800
4649 Oakdale St.	Montclair / CA / 91763	N/A	2	1	\$1250
4659 Oakdale St.	Montclair / CA / 91763	N/A	2	1	\$1250
4651 Oakdale St.	Montclair / CA / 91763	N/A	2	1	\$1250
4661 Oakdale St.	Montclair / CA / 91763	N/A	2	1	\$1250
9395 La Grande St.	Rancho Cucamonga / CA / 91701	A	1	1	\$1200
9395 La Grande St.	Rancho Cucamonga / CA / 91701	B	2	1	\$1500
9395 La Grande St.	Rancho Cucamonga / CA / 91701	C	2	1	\$1500
9405 La Grande St.	Rancho Cucamonga / CA / 91701	A	1	1	\$1200
9405 La Grande St.	Rancho Cucamonga / CA / 91701	B	2	1	\$1500
9405 La Grande St.	Rancho Cucamonga / CA / 91701	C	2	1	\$1500
7441 Cherokee Trail	Yucca Valley / CA / 92284	1	2	1	\$1,000
7441 Cherokee Trail	Yucca Valley / CA / 92284	2	2	1	\$1,000
7441 Cherokee Trail	Yucca Valley / CA / 92284	3	2	1	\$1,000
7441 Cherokee Trail	Yucca Valley / CA / 92284	4	2	1	\$1,000
7441 Cherokee Trail	Yucca Valley / CA / 92284	5	2	1	\$1,000
7441 Cherokee Trail	Yucca Valley / CA / 92284	6	2	1	\$1,000

**EXHIBIT B**

**SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER**

**8148 Cypress Ave.**

- Stove
- Balcony/patio
- Onsite Laundry
- Carports – 1 assigned per tenant

**16015 Juniper St.**

- Garbage Disposal
- Stove
- Onsite Laundry
- Fenced Backyard

**4649, 4651, 4659, and 4661 Oakdale St.**

- Garbage Disposal
- Washer and Dryer Hookups
- Stove
- Covered Parking

**9395 & 9405 La Grande St.**

- Garbage Disposal
- Stove
- Central air and heat
- Onsite Laundry

**7441 Cherokee Trail**

- Stove
- Onsite Laundry
- Swamp Cooler
- Front Fenced Patio

**EXHIBIT C**

**UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS**

**8148 Cypress Ave.**

Utilities to be Paid by the Owner Without Charges in Addition to the Rent to Owner:

- Water
- Sewer
- Trash
- Stove

Utilities to be Paid by the Tenants:

- Gas
- Electricity
- Refrigerator

**16015 Juniper St.**

Utilities to be Paid by the Owner Without Charges in Addition to the Rent to Owner:

- Water
- Sewer
- Trash
- Stove

Utilities to be Paid by the Tenants:

- Gas
- Electricity
- Refrigerator

**4649, 4651, 4659, and 4661 Oakdale St.**

Utilities to be Paid by the Owner Without Charges in Addition to the Rent to Owner:

- Water
- Sewer
- Trash
- Stove

Utilities to be Paid by the Tenants:

- Gas
- Electricity
- Refrigerator

**EXHIBIT C**  
**(Continued)**

**9395 & 9405 La Grande St.**

Utilities to be Paid by the Owner Without Charges in Addition to the Rent to Owner:

- Water
- Sewer
- Trash
- Stove

Utilities to be Paid by the Tenants:

- Gas
- Electricity
- Refrigerator

**7441 Cherokee Trail**

Utilities to be Paid by the Owner Without Charges in Addition to the Rent to Owner:

- Water
- Sewer
- Trash
- Stove

Utilities to be Paid by the Tenants:

- Gas
- Electricity
- Refrigerator

## **EXHIBIT D**

### **FEATURES TO BE PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973**

#### **8148 Cypress Ave.**

- Van accessible parking spaces
- Grab bars in bathroom in unit #2

#### **16015 Juniper St.**

- Accessible path or travel
- Handicap parking spaces
- Van accessible parking spaces
- Accessible mailboxes
- Accessible trash enclosure
- 2 Adaptable ground level units

#### **4649, 4651, 4659, and 4661 Oakdale St.**

- Accessible path or travel
- Accessible washer and dryers in unit
- Accessible mailboxes
- Accessible trash enclosure
- Adaptable ground level units

#### **9395 & 9405 La Grande St.**

- Path to front door is accessible

#### **7441 Cherokee Trail**

- Accessible path or travel
- Handicap parking spaces
- Van accessible parking spaces
- Accessible mailboxes
- Accessible trash enclosure
- 4 Adaptable ground level units

# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**January 12, 2021**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

**Contract Amendment with Wells Fargo Bank N.A. for Banking Services**

## **RECOMMENDATION(S)**

1. Approve Amendment No. 3 to Contract No. PC963, effective February 1, 2021, with Wells Fargo Bank N.A. for Banking Services, increasing the current contract amount by \$95,000 for a total contract amount not to exceed \$308,400 and extending the contract by one year through January 31, 2022.
  2. Authorize and direct the Executive Director to execute and deliver the contract amendment to Wells Fargo Bank N.A. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
- (Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

**HACSB is a leading developer and provider of affordable housing in the County of San Bernardino.**

**HACSB residents live in safe and desirable homes and communities where they can develop and prosper.**

**HACSB has secured the resources needed for accomplishing its mission.**

## **FINANCIAL IMPACT**

Approval of this amendment will increase the current contract amount by \$95,000 for a total contract amount not to exceed \$308,400, which is funded by the Housing Authority of the County of San Bernardino's (HACSB) banking fees account and approved in the FY 2020-21 annual budget and will be included for the subsequent fiscal year included in this contract.

## **BACKGROUND INFORMATION**

Currently, HACSB utilizes Wells Fargo Bank N.A. (Wells Fargo) for its general banking services. Approval of this amendment will increase the contract amount and exercise the option to extend the contract by one-year through January 31, 2022.

In 2020, banking services costs have increased when compared to prior years due to the decrease in the earned credit rate (ECR). When financial institutions use ECRs, it reduces the fees customers pay for various banking services and provides other incentives. When the ECR decreases, those cost savings to the customer are not available. The ECR is a daily calculation of interest that a bank pays a customer deposits of which is correlated with the United States Treasury bill rate, which has decreased significantly in this past year to the COVID-19 global pandemic and the overall change to the economic environment. Although we do not anticipate a significant increase in overall banking services, HACSB will have to pay more for these services since the earned credit that would have covered these costs in the past have significantly decreased. Additionally, the increase of the contract will include expenses towards the purchase and repair for check scanning machines to allow HACSB's offices to make deposits offsite.



Contract Amendment with Wells Fargo Bank N.A. for Banking Services  
January 12, 2021

On October 10, 2017 (Item No. 11) HACSB's Housing Commission awarded a contract to Wells Fargo for banking services for a two year base term beginning February 1, 2018 through January 31, 2020 with three one-year extension options through January 31, 2023 for an estimated amount not to exceed \$194,000 for the two year base period.

On March 7, 2018, the Executive Director executed Amendment No. 1 increasing the amount by \$19,400 for a total contract amount not to exceed \$213,400. A change order within the 10% authority of the Executive Director to approve.

On February 1, 2020, the Executive Director executed Amendment No. 2 to the contract exercising a one-year extension through January 31, 2021 with no additional cost to the contract.

**PROCUREMENT**

The Procurement and Contracts Department previously released a Request for Proposal (RFP) PC963 on July 24, 2017. Outreach efforts included invitations to seven vendors and posting on the agency's website. Four proposals were received in response to this RFP. Proposals were evaluated per the requirements of the RFP in which Wells Fargo Bank N.A. was the most qualified, best priced, and most responsive vendor selected to provide these services to the agency.

**REVIEW BY OTHERS**

This item has been reviewed by our General Legal Counsel, Fred Galante, on December 24, 2020.



**HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO**

**AMENDMENT #3 TO CONTRACT FOR BANKING SERVICES  
(PC963)**

**BETWEEN**

**THE HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO**

**And**

**WELLS FARGO BANK N.A.**

This Amendment No. 3, dated January 12, 2021 ("Third Amendment"), to Contract for Banking Services (PC963), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body ("Authority") and Wells Fargo Bank N.A., a National Bank ("Contractor").

**RECITALS**

**WHEREAS**, the Authority and Contractor entered into that certain Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated February 1, 2018, relating to Banking Services ("Agreement") with an Agreement Price of \$194,000.00;

**WHEREAS**, the Authority and Contractor entered into Amendment No. 1 to the Agreement, dated March 7, 2018, to increase the contract by \$19,400.00 needed to purchase additional property-based check scanners; and

**WHEREAS**, the Authority and Contractor entered into Amendment No. 2 to the Agreement, dated February 1, 2020, to exercise option year one of the Agreement with no additional cost to the contract.

**OPERATIVE PROVISIONS**

**NOW, THEREFORE**, the foregoing Recitals being true and correct, and in consideration of the mutual covenants and obligations contained in this Third Amendment by the Parties and other consideration, the sufficiency of which is hereby expressly acknowledged, the Parties hereto agree as follows:

**Section 1.** Article 1, Statement of Work, of the Agreement is amended to read as follows:

**“Article 1. Statement of Work.** Contractor shall furnish all labor, materials, tools, equipment, and supervision to perform all work required in the Statement of Work set forth on Exhibit “A-1”, attached hereto and incorporated herein by this reference and as may be amended by the Parties from time to time (the “Work”). In connection with its performance of the Work, Contractor shall comply with all of the Contract Documents (as hereinafter defined).”

**Section 2.** References to Exhibit “A” shall mean Exhibits “A-1” and “A-2”, attached hereto and incorporated herein by this reference.

**Section 3.** Pursuant to Article 3 of the Agreement, the Agreement is hereby commencing on February 1, 2021 and expiring on January 31, 2022, with the option to extend for one (1) additional one-year term through January 31, 2023.

**Section 4.** Article 4 of the Agreement is amended to read as follows:

**“Article 4. Price.** Authority agrees to pay Contractor for the provision of the Work the total not-to-exceed sum as shown in the Agreement Price set forth on Exhibit “A-2”, and as may be amended by the Parties from time to time (the “Agreement Price”).”

**Section 5.** The effective date of this amendment is February 1, 2021.

EXCEPT AS AMENDED HEREBY ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT REMAIN IN FULL FORCE AND EFFECT.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Wells Fargo Bank N.A. have signed the amendment.

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**WELLS FARGO BANK N.A.**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**HOUSING AUTHORITY OF THE COUNTY OF  
SAN BERNARDINO**

By: \_\_\_\_\_

Name: Maria Razo

Title: Executive Director

Date: \_\_\_\_\_

## **Exhibit A-1**

### **Original Statement of Work**

Contractor shall furnish sufficient organization, personnel and management staff with the necessary skill and judgment to perform all the duties and responsibilities normally associated with providing comprehensive banking services to a large organization with public funds and federal reporting requirements as outlined in the RFP document.

#### **Demand Depository**

The Authority anticipates maintaining an average collected balance in excess of \$22 million.

#### **Wire Transfer**

Authority requires incoming wires, initiates outgoing wires and completes intra-book transfers.

#### **ACH**

Authority currently initiates two separate set of landlord payments via ACH files transmitted electronically for its Housing Choice Voucher Program. The estimated monthly ACH file amounts are \$1.2M and \$7.4M. Authority would also like to transition its account payable vendors to ACH/EFT. Total monthly ACH/EFT payments to vendors could range from \$500k to \$1M.

#### **Collateralization of Deposits**

HUD guidelines require the banking institution to sign a general depository agreement and meet any statutory requirements to provide services, including:

- Eligible collateral instruments
- Independent third party safekeeping requirement
- Substitution requirements

#### **Online Banking**

Authority currently utilizes Yardi Systems, Inc. financial management system and uses daily online banking services with current financial institutions.

#### **Monthly Statements and Account Analysis**

Contractor shall provide monthly statements in paper copy via mail but also has online access.

#### **Electronic Storage of Documents**

Contractor shall provide electronic storage of documents including check transactions on CD.

#### **Account Reconciliation**

Contractor shall provide partial account reconciliation with daily transmissions from the bank of checks paid information. Contractor shall provide full and deposit reconciliation.

#### **Positive Payor "Payee" Positive Pay**

Contractor shall inform HACSB of any new features or changes, such as:

Describe service, including positive pay services and verification items

- Teller data update schedules
- Data transmission method and time windows
- Control options - notification of default
- Internet/online access (including technical capabilities and system requirements)
- Provide sample report from the bank

## Stop Payment

In addition to normal services provided for accounts, Contractor shall provide the following:

1. Electronic transmission to/from Authority computers, by mail or internet access of the following items:
  - a. Daily reports on balances in each account
  - b. Daily debit and credit transactions for each account
  - c. Inquiry of status of checks
  - d. Request and confirmation of stop payments
  - e. Transfer of funds between Authority accounts
  - f. Transfer of funds to other financial institutions
  - g. Direct deposit of Section 8 payments. ACH credit should be scheduled to appear on the payees' accounts on the day of the submission. Authority software must be able to interface with ACH software.
  - h. Other various payments or receipts by ACH such as tax payments, HUD electronic payments and accounts payable payments.
  - i. Account reconciliation file or the ability to produce a file for reconciling all of the accounts.
  - j. View and print paid checks and deposits
2. Acknowledgement of all ACH transfers on the date received. Advice narrative provided by remitter should be provided no later than the next business day after the night that the ACHs are posted.
3. Printed two-part encoded deposit slips for each deposit account.
4. Same day processing of stop payment orders made by phone or electronic transmission.
5. Prompt delivery of bank statements after the last day of each month (not later than 5 business days) preferably through web/Internet interface.
6. Bank reconciliation files for all designated accounts within 10-15 days after end of month.
7. Phone or e-mail notification of discrepancies in deposits (e.g., cash shortages).
8. Designation of an account manager, who will be a single source of point of contact for all inquiries and problem resolution.
9. Ability to make ACH/EFT vendor payments.
10. Identify branch offices convenient to all Authority offices (available at website, [www.hacsb.com](http://www.hacsb.com))
11. Furnish research items within 24 hours.
12. Stop payments at no charge.
13. Sign and execute HUD required General Depository Agreement (HUD Form 51999) at no charge.
14. Lockbox service options and feature.

**Exhibit A-2**  
**Work Authorization**

**Schedule Dates:**

Start Date: February 1, 2021

Completion Date: January 31, 2022

**Total Agreement Price: Not to exceed \$308,400.00**

<b>Option Year/Data Collection Year</b>	<b>Total Cost:</b>
Option Year two (2021)	\$95,000.00

Statement of Work ("Exhibit A-1")

Work Authorization ("Exhibit A-2")

General Conditions for Non-construction work ("Exhibit B")

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD  
OF ACTION**

**January 12, 2021**

**FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

**SUBJECT**

Regular Meeting Minutes for Meeting Held on November 10, 2020

**RECOMMENDATION(S)**

**CONTINUED FROM TUESDAY, December 8, 2020, ITEM NO. 18**

Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on November 10, 2020.

(Presenter: Maria Razo, Executive Director, 332-6305)

**GOALS & OBJECTIVES**

**HACSB communication is open, honest and consistent.**

**FINANCIAL IMPACT**

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there are no financial impacts associated with this item.

**BACKGROUND INFORMATION**

The HACSB Board of Commissioners (Board) Regular Meeting took place on November 10, 2020 and attached are the comprehensive minutes for review and approval by the Board.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on January 6, 2020.



**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO  
November 10, 2020**

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting via teleconference and videoconference (Zoom at call-in number (669) 900-6833, Meeting ID 871 8983 1045, Password 171529) at 3:02 p.m. on November 10, 2020.

The meeting was called to order, and upon roll call, the following were present:

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Pinedo  
Commissioner Miller  
Commissioner Muñoz

Also in attendance were: Maria Razo, Executive Director; Gus Joslin, Deputy Executive Director; Ana Gamiz, Director of Policy & Public Relations; Rishad Mitha, Director of Operations; Jennifer Dawson, Director of Human Resources; Remy Gaither, Family Empowerment Services Manager; Nicole Beydler, Sr. Management Analyst; Renee Kangas, Management Analyst; Angie Lardapide, Procurement and Contracts Supervisor; Jesse Diaz, Finance Manager; Ron Ruhl, Real Estate Development Manager; Kristin Maithonis, Assistant Director of Housing Services; Perlle Liu, Asset Management Analyst, and Claudia Hurtado, Executive Assistant.

Also present: Julie Surber, Legal Counsel to the Housing Authority.

The Chairman called for additions or deletions to the November 10, 2020 agenda. There were none.

The Chairman provided an opportunity for members of the public to address the Board of Commissioners. Secretary of the Board, declared that no public comment had been submitted.

Commissioner Tarango joined the Board of Commissioners meeting, at 3:04 p.m.

The Executive Director's Report was requested.

Maria Razo, Executive Director gave the Executive Director's Report.

Commissioner MacDuff, regarding the Potomac Partners report, expressed appreciation of the information provided in the report regarding the U.S. Interagency Council on Homelessness and HUD's new report on expanding the toolbox for addressing homelessness.

The Board Building Presentation for November 10, 2020 regarding an overview of the Housing Authority of the County of San Bernardino's pilot homeless programs, was requested.

The Board Building Presentation regarding of the Housing Authority of the County of San Bernardino's pilot homeless program was presented by Executive Director, Maria Razo.

Approval for discussion calendar item number 6, to Adopt Resolution No. 100 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs, was requested.

Executive Director explained the item.

Commissioner Miller moved to approve discussion calendar item number 6, to Adopt Resolution No. 100 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs, which motion was duly seconded by Commissioner MacDuff, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Pinedo  
Commissioner Tarango  
Commissioner Miller

Nays

Commissioner Muñoz was not available for the roll call vote.

Commissioner MacDuff asked what the phrase "Sponsor based project based program" meant, as shown on page 23, item 6.5.1 of the Administrative Plan revision. Executive Director explained it is a HUD term, where there is required supportive services component.

Commissioner MacDuff asked, what the policy meant by a Remote Video Inspection (RVI) live audio by a proxy inspector inspection, as it is stated on page 39. Director of Operations, Rishad Mitha, answered by stating the proxy inspector, is either the actual resident, a property management company or the landlord, that will have the video device and perform the inspection.

Commissioner MacDuff inquired about the protocol regarding determinations on a case by case basis as referenced in the Housing Services Administrative Plan. Legal Counsel partially deferred to HACSB to answer; however, explained case by case decisions are to be made by the same set of facts. The Executive Director, Maria Razo, and Director of Operations, Rishad Mitha, concurred and added that these are reviewed by a committee.

Approval for the discussion calendar item number 7, to 1) Approve Amendment No. 2 to Contract No. PC973 with Kimball, Tirey & St. John LLP, for Eviction and Non-Eviction services increasing the current contract amount by \$66,000 for a total contract amount not to exceed \$266,000 through December 31, 2021, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Kimball, Tirey & St. John LLP, and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 7, to 1) Approve Amendment No. 2 to Contract No. PC973 with Kimball, Tirey & St. John LLP, for Eviction and Non-Eviction services increasing the current contract amount by \$66,000 for a total contract amount not to exceed \$266,000 through December 31, 2021, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Kimball, Tirey & St. John LLP, and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, which motion was duly seconded by Commissioner Tarango, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Pinedo  
Commissioner Tarango  
Commissioner Miller

Nays

Commissioner Muñoz was not available for the roll call vote.

Commissioner MacDuff asked if the contract amount is the maximum the vendor could receive? Executive Director, Maria Razo, explained the amount paid to the vendor is based on services requested not exceeding the maximum amount.

Approval for the discussion calendar item number 8, to 1) Approve Amendment No. 2 to Contract No. PC1041, Effective December 1, 2020, with Reliant Asset Management Solutions for Housing Quality Standards inspection services, increasing the current contract amount by \$404,000, for a total contract amount not to exceed \$1,212,000 and extending the contract by one year through November 30, 2021, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Reliant Asset Management Solutions and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 8, to 1) Approve Amendment No. 2 to Contract No. PC1041, Effective December 1, 2020, with Reliant Asset Management Solutions for Housing Quality Standards inspection services, increasing the current contract amount by \$404,000, for a total contract amount not to exceed \$1,212,000 and extending the contract by one year through November 30, 2021, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Reliant Asset Management Solutions and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, which motion was duly seconded by Commissioner Tarango, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff

Nays

Commissioner Pinedo  
Commissioner Tarango  
Commissioner Miller

Commissioner Muñoz was not available for the roll call vote.

Commissioner MacDuff asked how a rent reasonableness survey can be completed remotely. Director of Operations, Rishad Mitha answered by explaining that there are several avenues such as Gosection8.com which is a website that does rent comparables, specifically Section 8 units. The purpose of Reliant providing services is to make sure HACSB does not conduct its own inspection as it does own several properties which then would create a conflict of interest.

Approval of consent calendar item numbers 10 - 14, to 1) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on September 8, 2020, 2) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on October 13, 2020, 3) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in August 2020, 4) Approve the vacated tenant account for the Affordable Housing Program to be written off as collection loss for the month ending in August 2020 5) Approve and file Agency-wide Financial Statements through July 2020, was requested.

Commissioner MacDuff moved to approve consent calendar item numbers 10 - 14, to 1) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on September 8, 2020, 2) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on October 13, 2020, 3) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in August 2020, 4) Approve the vacated tenant account for the Affordable Housing Program to be written off as collection loss for the month ending in August 2020 5) Approve and file Agency-wide Financial Statements through July 2020, which motion was duly seconded by Commissioner Tarango, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Pinedo  
Commissioner Tarango  
Commissioner Miller  
Commissioner Muñoz

Nays

Commissioner MacDuff asked if we could amend the meeting minutes of October 13, 2020, top of page 5 of the minutes, page 77 of the agenda. Making the correction that she asked how the City of San Bernardino versus the County of San Bernardino as it pertains to publicizing the availability of funds. Commissioner MacDuff also provided a correction of the word “continued” versus “continue” regarding HACSB’s partnership with the County of San Bernardino.

Minutes of a Regular Meeting of the Board of Governors of the Housing Authority of the County of San Bernardino for November 10, 2020

Page 5

Chairman provided an opportunity for individual Board member comments. There were no comments.

There being no other business, Commissioner MacDuff moved for the regular meeting of Tuesday, November 10, 2020 to be adjourned, which motion was duly seconded by Commissioner Miller, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Pinedo  
Commissioner Tarango  
Commissioner Miller  
Commissioner Muñoz

Nays

The meeting adjourned at 4:09 p.m.

\_\_\_\_\_  
Tim Johnson, Chair

\_\_\_\_\_  
Beau Cooper, Vice Chair

\_\_\_\_\_  
Cassie MacDuff

\_\_\_\_\_  
Sylvia Miller

\_\_\_\_\_  
Jessie Muñoz

\_\_\_\_\_  
Dr. Ciriaco “Cid” Pinedo

\_\_\_\_\_  
Bobby Tarango

Attest:

\_\_\_\_\_  
Secretary

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD  
OF ACTION**

**January 12, 2021**

**FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

**SUBJECT**

Regular Meeting Minutes for Meeting Held on December 8, 2020

**RECOMMENDATION(S)**

Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on December 8, 2020.  
(Presenter: Maria Razo, Executive Director, 332-6305)

**GOALS & OBJECTIVES**

**HACSB communication is open, honest and consistent.**

**FINANCIAL IMPACT**

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there are no financial impacts associated with this item.

**BACKGROUND INFORMATION**

The HACSB Board of Commissioners (Board) Regular Meeting took place on December 8, 2020 and attached are the comprehensive minutes for review and approval by the Board.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on December 28, 2020.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO  
December 8, 2020**

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting via teleconference and videoconference (Zoom at call-in number (669) 900-6833, Meeting ID 818 8471 1680, Password 051513) at 3:03 p.m. on December 8, 2020.

The meeting was called to order, and upon roll call, the following were present:

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Cooper  
Commissioner Miller  
Commissioner Muñoz

Also in attendance were: Maria Razo, Executive Director; Gus Joslin, Deputy Executive Director; Ana Gamiz, Director of Policy & Public Relations; Rishad Mitha, Director of Operations; Jennifer Dawson, Director of Human Resources; Nicole Beydler, Sr. Management Analyst; Renee Kangas, Management Analyst; Clifford Goss, Procurement Officer; Jesse Diaz, Finance Manager; Ron Ruhl, Real Estate Development Manager; Kristin Maithonis, Assistant Director of Housing Services; Perlie Liu, Asset Management Analyst; John Borgardt, Maintenance Manager; Evan Miles, Project Manager, and Claudia Hurtado, Executive Assistant.

Also present: Julie Surber, Legal Counsel to the Housing Authority.

The Chairman called for additions or deletions to the December 8, 2020 agenda. The Secretary of the Board requested for item number 18, to approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino regular meeting held on November 10, 2020, to be pulled from the agenda as the item will be presented to the board at the January 12, 2021 Board of Commissioners meeting.

The Chairman provided an opportunity for members of the public to address the Board of Commissioners. The Secretary of the Board declared that no public comment had been submitted.

Commissioner Tarango joined the Board of Commissioners meeting at 3:05 p.m.

The Executive Director's Report was requested.

Maria Razo, Executive Director gave the Executive Director's Report.

Commissioner MacDuff asked about the California HomeKey awards that are funded for \$12 million. Commissioner MacDuff also asked if this funding was for the County of San Bernardino or the Housing Authority. Executive Director explained HACSB received \$1.1 million dollars in a joint application with the Mountain Homeless Coalition, which is included as discussion Item No. 8 on today's agenda. The Executive Director also explained the County of San Bernardino received two grants, and the City of Victorville received one grant and provided some general information on those proposed projects.

Commissioner Cooper asked about the overall budget as it relates to how the COVID-19 pandemic has impacted the agency overall. Executive Director explained that the Housing Choice Voucher program comprises of 80% of the agency's revenue and the remainder from the Authority Owned Portfolio. For the HCV program, the fiscal year 19/20 the budget revision approved in August 2020, included a \$1.8 million shortfall, which included \$1.8 million of the \$2.4 million CARES Act funding to help balance the budget. Finance Manager is currently working on closing the books, for FYE September 30, 2020 and working on the unaudited financials for a preliminary update of where we stand for the end of the fiscal year. Future Executive Director reports can include a breakout of the amounts that applied to the FY 19/20 and what is applied to FY 20/21. Due to lack of a federal budget for FY 20/21, the impact cannot yet be fully projected. It is anticipated that we will receive the budget in early Spring of 2021. Executive Director reminded the board, once Congress approves the federal budget, HUD will provide information to the Housing Authority to determine if it has enough funding or additional funding is needed. The Executive Director also shared prior strategies that could be used if allocated funding is not sufficient.

The Board Building Presentation for December 8, 2020 regarding an overview of the Housing Authority of the County of San Bernardino's new website, was requested.

The Board Building Presentation regarding the Housing Authority of the County of San Bernardino's new website was presented by Director of Policy & Public Relations, Ana Gamiz.

Approval for discussion calendar item number 6, to discuss the Local Payment Standards for the Moving to Work Housing Choice Voucher program and provide direction to staff on next steps, was requested.

Nicole Beydler, Sr. Management Analyst provided the presentation to explain and discuss the Local Payment Standards for the Moving to Work Housing Choice Voucher program.

Commissioner MacDuff inquired about the process for reducing the number of families served. Executive Director responded that it is completed by attrition. An estimated 300 families a year leave the program. If HUD's shortfall comes through and with increases on the contract rents, attrition would not be enough. Therefore, we may need to dip into reserves. Commissioner MacDuff explained that the contract rents in our area outweigh the HUD inflation factor and understands the difficult situation this is presenting. She also inquired if the Board needed to decide on the matter today, of which the Executive Director responded that staff would need feedback and direction from the Board on next steps.

Commissioner Cooper agreed with the scenario of the right-sized unit requirement, but also does not want to create a situation where all over-housed residents move at once, or possibly apply to new residents and handling it through attrition, but may not be an immediate action. The Executive Director explained that it could apply to new lease ups and for movers. Commissioner MacDuff asked how quickly it would take to implement a strategy if decided today. The Executive Director provided insight that it would depend on the scenario chosen and, if it required a policy change, it would come back to the board, MTW authority, and/or if we receive the federal budget. Commissioner Johnson recommended to implement the right-sized unit requirement, disallow larger unit size at lease-up, increase tenant rent portion to 36%, and cap



HAP for over-housed families to the average for right sized families. Commissioner Miller inquired if these scenarios would include senior and disabled residents, of which the Executive Director mentioned, typically changes would happen across the board, but will include additional analysis on the impact.

Executive Director requested for the board to select a scenario to recommend. The agency will also provide more budget information and financial analysis of the scenarios at the January 12, 2020 Board of Commissioners meeting to help provide a clearer view and help the board make a recommendation on which scenario would be recommended to implement.

Legal Counsel recommended to make a motion due to the item's recommendation to provide direction to staff regarding the Local Payment Standards.

Commissioner Johnson made the motion for staff to move forward with additional analysis of scenario two (2) regarding the Local Payment Standards for the Moving to Work Housing Choice Voucher program, including analysis on HUD's inflation factor, increasing the tenant rent portion to 33% and restricting the over-housing component of the program, which motion was duly seconded by Commissioner MacDuff, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Cooper  
Commissioner Tarango  
Commissioner Miller  
Commissioner Muñoz

Nays

Approval of discussion calendar item number 7, to adopt Resolution No. 101 declaring the COVID-19 pandemic a local disaster under the Housing Authority of the County of San Bernardino Local Disaster Short-Term Rental Assistance Program Moving to Work Activity, was requested.

Executive Director explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 7, to adopt Resolution No. 101 declaring the COVID-19 pandemic a local disaster under the Housing Authority of the County of San Bernardino Local Disaster Short-Term Rental Assistance Program Moving to Work Activity, which motion was duly seconded by Commissioner Miller, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Cooper  
Commissioner Tarango

Nays

Commissioner Miller  
Commissioner Muñoz

Approval of discussion calendar item number 8, to 1) Adopt Resolution No. 102: a. Authorizing an amendment of the funding request in the joint application with the Mountain Homeless Coalition to the California Department of Housing and Community Development for Homekey grant funds to an amount not to exceed \$1,101,678 for capital expenditures and capitalized operating subsidy, b. Authorize and direct the Executive Director, upon consultation with Legal Counsel, to execute and deliver all documents and agreements necessary to implement the Homekey project including the Standard Agreement with the State of California, and other ancillary documents necessary to carry out and close the acquisition of the multifamily rental property at 402 Georgia Street in Big Bear Lake, California in collaboration with the Mountain Homeless Coalition, and to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director explained the item.

Commissioner MacDuff commented by stating she is pleased to hear about the minimal cost for two additional units to the project and appreciates the innovation of the Housing Authority of the County of San Bernardino.

Commissioner Miller moved to approve discussion calendar item number 8, to 1) Adopt Resolution No. 102: a. Authorizing an amendment of the funding request in the joint application with the Mountain Homeless Coalition to the California Department of Housing and Community Development for Homekey grant funds to an amount not to exceed \$1,101,678 for capital expenditures and capitalized operating subsidy, b. Authorize and direct the Executive Director, upon consultation with Legal Counsel, to execute and deliver all documents and agreements necessary to implement the Homekey project including the Standard Agreement with the State of California, and other ancillary documents necessary to carry out and close the acquisition of the multifamily rental property at 402 Georgia Street in Big Bear Lake, California in collaboration with the Mountain Homeless Coalition, and to approve any non-substantive revisions necessary to complete the transaction, which motion was duly seconded by Commissioner MacDuff, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Cooper  
Commissioner Tarango  
Commissioner Miller  
Commissioner Muñoz

Nays

Approval of discussion calendar item number 9, to 1) Adopt Resolution No. 103 extending authorization of the Executive Director and designees to waive internal policies and modify operations as necessary in response to the COVID-19 global pandemic, as proclaimed in a State of Emergency by the Governor of the State of California until December 31, 2021, 2) Direct the Executive Director to create and deliver to the Board of Commissioners a summary report of all

instances where this waiver is utilized, including specifying policies waived, the reason for the waiver and the estimated financial impact. The report shall be included in each Board of Commissioners regular meeting agenda for the duration of the State of California emergency declaration, was requested.

Executive Director explained the item.

Commissioner Tarango moved to approve discussion calendar item number 9, to 1) Adopt Resolution No. 103 extending authorization of the Executive Director and designees to waive internal policies and modify operations as necessary in response to the COVID-19 global pandemic, as proclaimed in a State of Emergency by the Governor of the State of California until December 31, 2021, 2) Direct the Executive Director to create and deliver to the Board of Commissioners a summary report of all instances where this waiver is utilized, including specifying policies waived, the reason for the waiver and the estimated financial impact. the report shall be included in each Board of Commissioners regular meeting agenda for the duration of the State of California emergency declaration, which motion was duly seconded by Commissioner Miller, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Cooper  
Commissioner Tarango  
Commissioner Miller  
Commissioner Muñoz

Nays

Approval of discussion calendar item number 10, to 1) Approve a data use agreement, retroactive to June 1, 2020, between the Housing Authority of the County of San Bernardino, Inland Empire Health Plan, San Bernardino County Department of Behavioral Health, Valley Star Behavioral Health, Inc., Step Up on Second Street, Inc., Brilliant Corners, Jewish Family Service of San Diego, and Lighthouse Social Service Centers for the permanent supportive housing development, Desert Haven Apartments, for a five-year term through May 31, 2025, 2) Authorize and direct the Executive Director to execute and deliver the agreement to Inland Empire Health Plan, San Bernardino County Department of Behavioral Health, Valley Star Behavioral Health, Inc., Step Up on Second Street, Inc., Brilliant Corners, Jewish Family Service of San Diego, and Lighthouse Social Service Centers and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director explained the item.

Commissioner Miller moved to approve discussion calendar item number 10, to 1) Approve a data use agreement, retroactive to June 1, 2020, between the Housing Authority of the County of San Bernardino, Inland Empire Health Plan, San Bernardino County Department of Behavioral Health, Valley Star Behavioral Health, Inc., Step Up on Second Street, Inc., Brilliant Corners, Jewish Family Service of San Diego, and Lighthouse Social Service Centers for the permanent supportive housing development, Desert Haven Apartments, for a five-year term through May 31, 2025, 2) Authorize and direct the Executive Director to execute and deliver the agreement to

Inland Empire Health Plan, San Bernardino County Department of Behavioral Health, Valley Star Behavioral Health, Inc., Step Up on Second Street, Inc., Brilliant Corners, Jewish Family Service of San Diego, and Lighthouse Social Service Centers and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, which motion was duly seconded by Commissioner Tarango, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Cooper  
Commissioner Tarango  
Commissioner Miller  
Commissioner Muñoz

Nays

Approval of discussion calendar item number 11, to 1) Approve a data use agreement, retroactive to June 1, 2020, between the Housing Authority of the County of San Bernardino, Inland Empire Health Plan, San Bernardino County Department of Behavioral Health, Mental Health Systems, Inc., Step Up on Second Street, Inc., Brilliant Corners, Jewish Family Service of San Diego, and Lighthouse Social Service Centers for the permanent supportive housing development, Golden Apartments, for a five-year term through May 31, 2025, 2) Authorize and direct the Executive Director to execute and deliver the agreement to Inland Empire Health Plan, San Bernardino County Department of Behavioral Health, Mental Health Systems, Inc., Step Up on Second Street, Inc., Brilliant Corners, Jewish Family Service of San Diego, and Lighthouse Social Service Centers and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director explained the item.

Commissioner Tarango moved to approve discussion calendar item number 11, to 1) Approve a data use agreement, retroactive to June 1, 2020, between the Housing Authority of the County of San Bernardino, Inland Empire Health Plan, San Bernardino County Department of Behavioral Health, Mental Health Systems, Inc., Step Up on Second Street, Inc., Brilliant Corners, Jewish Family Service of San Diego, and Lighthouse Social Service Centers for the permanent supportive housing development, Golden Apartments, for a five-year term through May 31, 2025, 2) Authorize and direct the Executive Director to execute and deliver the agreement to Inland Empire Health Plan, San Bernardino County Department of Behavioral Health, Mental Health Systems, Inc., Step Up on Second Street, Inc., Brilliant Corners, Jewish Family Service of San Diego, and Lighthouse Social Service Centers and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, which motion was duly seconded by Commissioner MacDuff, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff

Nays

Commissioner Cooper  
Commissioner Tarango  
Commissioner Miller  
Commissioner Muñoz

Approval of discussion calendar item number 12, to 1) Approve the First Amendment to the lease agreement, effective February 1, 2021, with the County of San Bernardino for the premises located at 1151 N. Crestview Avenue, Buildings A and B, in the City of San Bernardino for the County of San Bernardino Preschool Services Department, 2) Authorize and direct the Executive Director to execute and deliver the First Amendment to the lease agreement to the County of San Bernardino Preschool Services Department, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director explained the item.

Commissioner Tarango moved to approved discussion calendar item number 12, to 1) Approve the First Amendment to the lease agreement, effective February 1, 2021, with the County of San Bernardino for the premises located at 1151 N. Crestview Avenue, Buildings A and B, in the City of San Bernardino for the County of San Bernardino Preschool Services Department, 2) Authorize and direct the Executive Director to execute and deliver the First Amendment to the lease agreement to the County of San Bernardino Preschool Services Department, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, which motion was duly seconded by Commissioner MacDuff, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Cooper  
Commissioner Tarango  
Commissioner Miller  
Commissioner Muñoz

Nays

Approval of discussion calendar item number 13, to 1) Approve Contract No. PC1180, effective December 9, 2020, with Aleshire & Wynder LLP for General Legal Counsel Services for an amount not to exceed \$130,000 for a two-year base period through December 8, 2022, with three single-year options to extend the contract until no later than December 8, 2025, 2) Authorize and direct the Executive Director to execute and deliver the contract to Aleshire & Wynder LLP and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director explained the item.

Commissioner MacDuff moved to approve discussion calendar item number 13, to 1) Approve Contract No. PC1180, effective December 9, 2020, with Aleshire & Wynder LLP for General

Legal Counsel Services for an amount not to exceed \$130,000 for a two-year base period through December 8, 2022, with three single-year options to extend the contract until no later than December 8, 2025, 2) Authorize and direct the Executive Director to execute and deliver the contract to Aleshire & Wynder LLP and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, which motion was duly seconded by Commissioner Tarango, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Cooper  
Commissioner Tarango  
Commissioner Miller  
Commissioner Muñoz

Nays

Approval of discussion calendar item number 14, to 1) Terminate the construction contract with Nobel E&C, Inc., effective immediately, for concrete and masonry work at the Barstow Affordable Housing Community that was awarded on March 10, 2020, 2) Award a construction contract, effective December 9, 2020, to J. Cardenas Inc. for concrete and masonry work at the Barstow Affordable Housing Community located in the City of Barstow in an amount not to exceed \$298,910, 3) Authorize and direct the Executive Director to execute and deliver the contract to J. Cardenas Inc. and, upon consultation with Legal Counsel, to approve any non-financial revisions necessary to complete the transaction, was requested.

Executive Director explained the item.

Commissioner Tarango moved to approve discussion calendar item number 14, to 1) Terminate the construction contract with Nobel E&C, Inc., effective immediately, for concrete and masonry work at the Barstow Affordable Housing Community that was awarded on March 10, 2020, 2) Award a construction contract, effective December 9, 2020, to J. Cardenas Inc. for concrete and masonry work at the Barstow Affordable Housing Community located in the City of Barstow in an amount not to exceed \$298,910, 3) Authorize and direct the Executive Director to execute and deliver the contract to J. Cardenas Inc. and, upon consultation with Legal Counsel, to approve any non-financial revisions necessary to complete the transaction, which motion was duly seconded by Commissioner MacDuff, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Cooper  
Commissioner Tarango  
Commissioner Miller  
Commissioner Muñoz

Nays

Approval of discussion calendar item number 15, to 1) Award a construction contract, effective December 9, 2020, to Commercial Waterproofing Systems, Inc. dba ERC Roofing & Waterproofing for roofing and insulation work at the Williams Senior Affordable Housing

complex located in the City of Barstow in an amount not to exceed \$305,927.69, 2) Authorize and direct the Executive Director to execute and deliver the contract with Commercial Waterproofing Systems, Inc. dba ERC Roofing & Waterproofing and, upon consultation with Legal Counsel, to approve any non-financial revisions necessary to complete the transaction, was requested.

Executive Director explained the item.

Commissioner Tarango moved to approve discussion calendar item number 15, 1) Award a construction contract, effective December 9, 2020, to Commercial Waterproofing Systems, Inc. dba ERC Roofing & Waterproofing for roofing and insulation work at the Williams Senior Affordable Housing complex located in the City of Barstow in an amount not to exceed \$305,927.69, 2) Authorize and direct the Executive Director to execute and deliver the contract with Commercial Waterproofing Systems, Inc. dba ERC Roofing & Waterproofing and, upon consultation with Legal Counsel, to approve any non-financial revisions necessary to complete the transaction, which motion was duly seconded by Commissioner MacDuff, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Cooper  
Commissioner Tarango  
Commissioner Miller  
Commissioner Muñoz

Nays

Approval of discussion calendar item number 16, to approve an increase in appropriations for agency-wide office supplies with Staples Advantage by \$187,726 for a total not to exceed \$622,726 through September 30, 2021, was requested.

Executive Director explained the item.

Commissioner Muñoz moved to approve discussion calendar item number 16, to an increase in appropriations for agency-wide office supplies with Staples Advantage by \$187,726 for a total not to exceed \$622,726 through September 30, 2021, which motion was duly seconded by Commissioner Tarango, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Cooper  
Commissioner Tarango  
Commissioner Miller  
Commissioner Muñoz

Nays

Approval of consent calendar items number 19 - 20, to 1) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in September 2020, 2) Approve and file Agency-wide Financial Statements through August 2020, was requested.

Commissioner Muñoz moved to approve consent calendar item number 19 - 20, to 1) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in September 2020, 2) Approve and file Agency-wide Financial Statements through August 2020, which motion was duly seconded by Commissioner Tarango, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Cooper  
Commissioner Tarango  
Commissioner Miller  
Commissioner Muñoz

Nays

Chairman provided an opportunity for individual Board member comments. Board members proceeded to congratulate Ana Gamiz, on her new employment outside of the Housing Authority of the County of San Bernardino, and also to show gratitude to Julie Surber for her services as legal counsel.

There being no other business, Commissioner Miller moved for the regular meeting of Tuesday, December 8, 2020 to be adjourned, which motion was duly seconded by Commissioner Muñoz, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner MacDuff  
Commissioner Pinedo  
Commissioner Tarango  
Commissioner Miller  
Commissioner Muñoz

Nays

The meeting adjourned at 4:53 p.m.



\_\_\_\_\_  
Cassie MacDuff

\_\_\_\_\_  
Sylvia Miller

\_\_\_\_\_  
Jessie Muñoz

\_\_\_\_\_  
Absent  
Dr. Ciriaco “Cid” Pinedo

\_\_\_\_\_  
Bobby Tarango

Attest:

\_\_\_\_\_  
Secretary

**REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE  
HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD  
OF ACTION**

January 12, 2020

**FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

**SUBJECT**

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss for the Month Ending October 2020

**RECOMMENDATION(S)**

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in October 2020.

(Presenter: Maria Razo, Executive Director, 332-6305)

**GOALS & OBJECTIVES**

**HACSB communication is open, honest and consistent.**

**HACSB has secured the resources needed for accomplishing its mission.**

**FINANCIAL IMPACT**

The accounts receivable losses for the month ending October 31, 2020 is \$18,478.84. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in their annual budget. The monthly losses as detailed below are in line with the budgeted losses and historical trends.

**BACKGROUND INFORMATION**

On a monthly basis, HACSB records vacated tenant accounts for the Authority Owned Portfolio for the purpose of being written off to collection losses. The agency's Authority Owned Portfolio units are owned by HACSB and were either acquired or developed through a variety of partnerships with local governments and/or HACSB's non-profit affiliate Housing Partners I, Inc., and also include public housing developments converted through the United States Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program. Despite the agency's reasonable efforts to collect the debts listed in the attached reports, it has been determined that such debts are uncollectible. However, collection efforts will continue with the agency's contracted collection agency. As part of HACSB's standard property management business practices, Board of Commissioners approval is requested to write off these accounts as accounts receivable losses to the Authority Owned Portfolio. Please note that due to the rental eviction moratorium, all of the losses during this time period are for voluntary move outs and skips, with the exception of one eviction which was served on January 30, 2020. The total write off for the month of October 2020 is \$18,478.84 as delineated in the table below. Attached is a worksheet that itemizes the individual accounts.

<b>SUMMARY BY PROPERTY MANAGEMENT</b>		
<b>PROPERTY</b>	<b>NO. VACATED</b>	<b>TOTAL</b>
206 – Colton	1	\$2,373.36
207 – Barstow	2	\$1,928.78
401 – Wall Avenue	0	\$1,540.00

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss  
for the Month Ending October 2020  
January 12, 2021

<b>SUMMARY BY PROPERTY MANAGEMENT</b>		
<b>PROPERTY</b>	<b>NO. VACATED</b>	<b>TOTAL</b>
402 – Summit Place	0	-
403 – Summit Walk	0	-
407 – Sunset Pointe	2	\$3,114.54
408 – Sunrise Vista	5	\$1,670.38
Concessions Write Off		-
<b>TOTAL RENT WRITE OFF</b>	10	\$10,627.06
Miscellaneous Charges		\$1,025.00
Maintenance Charges		\$9,411.78
Legal Charges		\$2,450.00
Security Deposits Applied		(\$5,035.00)
<b>NET TOTAL WRITE OFF</b>		\$18,478.84

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on December 28, 2020.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 10/31/20

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
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<b>206- Colton</b>													
1	H.	G.		E	325.00	2,373.36			2,735.74	650.00	5,759.10	1,000.00	4,759.10
2													
3													
4													
<b>TOTALS:</b>						<b>2,373.36</b>	<b>-</b>	<b>-</b>	<b>2,735.74</b>	<b>650.00</b>	<b>5,759.10</b>	<b>1,000.00</b>	<b>4,759.10</b>

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	60 Day Notice	01/30/20	Posted and Mailed	08/27/20	10/09/20	NA		NA	NA	10/13/20
2										
3										
4										

<b>207 - Barstow</b>													
1	M.	C.		S	\$ 280.00	\$616.00		50.00	390.00	-	\$1,056.00	635.00	\$421.00
2	T.	C.		V	\$375.00	\$1,312.78		150.00	1,229.00	-	\$2,691.78	1,000.00	1,691.78
3													
4										-	-		-
<b>TOTALS:</b>						<b>1,928.78</b>	<b>-</b>	<b>200.00</b>	<b>1,619.00</b>	<b>-</b>	<b>3,747.78</b>	<b>1,635.00</b>	<b>2,112.78</b>

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice of Abandonment	09/15/20	Posted and Mailed	N/A	N/A	N/A		N/A	N/A	10/06/20
2	30 Day Notice to Pay or Quit	08/13/20	Posted and Mailed	N/A	N/A	N/A		N/A	N/A	10/15/20
3										
4										

\*Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy \*\*Unpaid Misc. D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 10/31/20

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
--------	-----------	------------	--------	--------	--------------	-----------------	----------------	-----------------	-------------	------------	------------	--------------	---------

<b>401 - Wall Avenue</b>													
1	A.	D.		S		1,540.00					1,540.00		1,540.00
							-				-		-
<b>TOTALS:</b>						<b>1,540.00</b>	-	-	-	-	<b>1,540.00</b>	-	<b>1,540.00</b>

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	HAP/Rent split correction received in 10/20 for previous month write off									

<b>402 - Summit Place</b>													
1	S.	A.							(841.19)		(841.19)		(841.19)
2	S.	M.					-		66.20		66.20		66.20
<b>TOTALS:</b>						-	-	-	<b>(774.99)</b>	-	<b>(774.99)</b>	-	<b>(774.99)</b>

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Collection on bad debt (collected by the Collection agency)									
2	Collection fee paid on bad debt									

<b>403 - Summit Walk</b>													
3	R.	J.					-		(342.00)		(342.00)		(342.00)
							-		-		-		-
<b>TOTALS:</b>						-	-	-	<b>(342.00)</b>	-	<b>(342.00)</b>	-	<b>(342.00)</b>

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
3	Payment on bad debt (collected by Beacon)									

\*Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy \*\*Unpaid Misc. D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

10/31/20

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
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## 407 - Sunset Pointe

4	B.	C.					-		(218.41)		(218.41)		(218.41)
5	J.	S.					-		(1,251.00)		(1,251.00)		(1,251.00)
6	M.	J.					-		(60.00)		(60.00)		(60.00)
7	J.	F.		V	825.00	1,305.12	-		401.00		1,706.12	100.00	1,606.12
8	C.	A.		T	875.00	1,809.42	-		945.00		2,754.42	600.00	2,154.42
							-				-		-
<b>TOTALS:</b>						<b>3,114.54</b>	-	-	<b>(183.41)</b>	-	<b>2,931.13</b>	<b>700.00</b>	<b>2,231.13</b>

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
4	Collection on bad debt (collected by the Collection agency)									
5	Collection on bad debt (collected by the Collection agency)									
6	Collection on bad debt (collected by the Collection agency)									
7	30 Day Notice	09/04/20								10/06/20
8	30 Day Notice	09/10/20	Hand							09/30/20

## 408 - Sunrise Vista

9	J.	A.		T	825.00	19.00	-		660.34		679.34	400.00	279.34
10	R.	A.		E	825.00	72.00	-		746.50	900.00	1,718.50	400.00	1,318.50
11	B.	P.		E	825.00	875.13	-		379.00	900.00	2,154.13	400.00	1,754.13
12	B.	A.		S	825.00	(357.00)	-	825.00	1,967.60		2,435.60	400.00	2,035.60
13	R.	M.		V	825.00	1,061.25	-		2,604.00	-	3,665.25	100.00	3,565.25
<b>TOTALS:</b>						<b>1,670.38</b>	-	<b>825.00</b>	<b>6,357.44</b>	<b>1,800.00</b>	<b>10,652.82</b>	<b>1,700.00</b>	<b>8,952.82</b>

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
9	30 Day Notice	09/10/20	Hand							09/30/20
10	Eviction	08/25/20	Hand	08/25/20	N/A					10/12/20
11	Eviction	08/25/20	Hand	08/25/20	N/A					10/02/20
12	Skip									10/12/20
13	60 Day Notice	07/20/20								10/16/20

<b>ALL PROPERTY TOTALS:</b>					<b>10,627.06</b>	-	<b>1,025.00</b>	<b>9,411.78</b>	<b>2,450.00</b>	<b>23,513.84</b>	<b>5,035.00</b>	<b>18,478.84</b>
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Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_ Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

\*Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy \*\*Unpaid Misc.: D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.

# **REPORT/RECOMMENDATION TO THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND RECORD OF ACTION**

**January 12, 2021**

## **FROM**

**MARIA RAZO, Executive Director, Housing Authority of the County of San Bernardino**

## **SUBJECT**

Agency-wide Financial Statements through September 2020

## **RECOMMENDATION(S)**

Approve and file Agency-wide Financial Statements through September 2020.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

**HACSB has secured the resources needed for accomplishing its mission.**

## **FINANCIAL IMPACT**

The Housing Authority of the County of San Bernardino's (HACSB) year-to-date agency-wide net income through September 2020 for Federal Fiscal Year (FFY) 2019-20 is \$9,298,997. It should be noted that these are unaudited pre-closing financial statements. The net income is currently greater than the anticipated \$(806,519) net loss, with a variance of \$10.1 million, primarily due to physical needs assessment work that was budgeted, but not completed in the amount of \$11.6 million (reflected in the extraordinary maintenance expenses line item).

We expect to break even in the HCV program, largely due to the CARES Act supplemental funds used to balance the budget (\$1.8 million), which were included in the latest approved budget revision. On the Authority Owned Portfolio, we are expecting a net income due to the aforementioned deferred capital work. We are currently assessing what work will continue given the expected loss of rental income in that portfolio. However, we will not have a full picture until after the eviction moratoriums expire in early 2021.

<b>Financial Summary</b>	<b>FY 2020 YTD</b>
Revenues	\$165,563,619
Expenses	\$150,308,668
Operating Gain	\$15,254,951
Operating Transfers/Non-Operating Items	\$(5,955,954)
<b>Net Income/(Loss)</b>	<b>\$9,298,997</b>

## **BACKGROUND INFORMATION**

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2019-20 budget and financial operations continue to support the vision and mission of HACSB and are in line with its Strategic Plan and Moving to Work Annual Plans. Overall, HACSB has demonstrated fiscal stability even through the challenges presented by the pandemic. FFY 2020-21 is expected to be another challenging year due to the following:

- Anticipated federal funding cuts to the Housing Choice Voucher (HCV) program, Public Housing Subsidy and Capital Funds.
- Continued increases in housing assistance payment costs in the Housing Choice Voucher Program related to families income decreasing, which causes a corresponding increase on the portion that the agency pays the landlord on behalf of the program participating family.
- Continued increases in housing assistance payment costs in the Housing Choice Voucher Program related to increases in the total contract rent, which causes a corresponding increase on the portion that the agency pays the landlord.
- Additional rental income losses related to the eviction moratorium in the Authority Owned portfolio.
- The need to continue to address the physical needs assessment identified repairs within the Authority Owned Portfolio. Maintenance of aging properties is extremely costly, but it is needed to preserve our affordable housing developments.

Based on HUD's guidance to routinely present key information to HACSB's Board of Commissioners, HACSB is presenting the financial statements on a monthly basis.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on December 28, 2020.



# HACSB

## Budget Comparison

Period = Oct 2019-Sep 2020 (Unaudited Pre-Closing)

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	26,632,881	25,890,742	742,139	2.87	25,890,742
Total Other Tenant Income	581,568	578,752	2,816	0.49	578,752
NET TENANT INCOME	27,214,449	26,469,494	744,954	2.81	26,469,494
GRANT INCOME					
TOTAL GRANT INCOME	131,716,894	129,799,833	1,917,061	1.48	129,799,833
OTHER INCOME					
TOTAL OTHER INCOME	6,632,275	5,639,874	992,401	17.60	5,639,874
TOTAL INCOME	165,563,619	161,909,202	3,654,417	2.26	161,909,202
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	6,387,659	6,102,222	-285,437	-4.68	6,102,222
ADMINISTRATIVE					
Total Administrative Salaries	14,666,056	13,511,215	-1,154,841	-8.55	13,511,215
Total Legal Expense	313,080	345,727	32,647	9.44	345,727
Total Other Admin Expenses	5,407,544	5,646,658	239,114	4.23	5,646,658
Total Miscellaneous Admin Expenses	2,180,150	2,938,056	757,906	25.80	2,938,056
TOTAL ADMINISTRATIVE EXPENSES	22,566,830	22,441,656	-125,174	-0.56	22,441,656
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	224,350	389,453	165,103	42.39	389,453
UTILITIES					
TOTAL UTILITY EXPENSES	3,720,906	3,640,484	-80,422	-2.21	3,640,484
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	2,836,604	2,869,153	32,549	1.13	2,869,153
Total Materials	831,624	871,275	39,651	4.55	871,275
Total Contract Costs	3,310,612	4,485,145	1,174,532	26.19	4,485,145
TOTAL MAINTENANCE EXPENSES	6,978,841	8,225,573	1,246,732	15.16	8,225,573
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	1,102,622	1,241,332	138,710	11.17	1,241,332
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	3,177,101	14,767,546	11,590,445	78.49	14,767,546
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	104,590,636	103,993,788	-596,848	-0.57	103,993,788
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	1,559,723	1,627,884	68,160	4.19	1,627,884
TOTAL OPERATING EXPENSES	150,308,668	162,429,938	12,121,270	7.46	162,429,938
<b>OPERATING NET INCOME</b>	<b>15,254,951</b>	<b>-520,736</b>	<b>15,775,687</b>	<b>3,029.50</b>	<b>-520,736</b>
NET OPERATING TRANSFER IN/OUT	0	285,783	285,783	100.00	285,783
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	5,955,954	0	-5,955,954	N/A	0
NET INCOME	9,298,997	-806,519	10,105,516	1,252.98	-806,519