

## **AMENDED AGENDA**

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

TO BE HELD TELEPHONICALLY  
September 14, 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: 820 0196 1079  
Password: 183602

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 September 14, 2021. (Page 1)
- 5) Receive the board building presentation for September 14, 2021, an update on the Housing Authority of the County of San Bernardino's Emergency Housing Voucher program. (Page 2)
- 6)
  - 1 – Approve Amendment No. 1 to the Memorandum of Understanding between the Housing Authority of the County of San Bernardino and the Interagency Council on Homelessness acting as the representative body for the Continuum of Care.
  - 2 – Authorize and direct the Executive Director to execute and deliver the amendment and any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Page 3-6)
- 7)
  - 1 – Approve a contract with the County of San Bernardino accepting \$3.5 million in Emergency Solutions Grant funding for supportive services for the Housing Authority of the County of San Bernardino's Emergency Housing Voucher program through September 30, 2022, contingent upon approval by the County of San Bernardino Board of Supervisors.
  - 2 – Authorize and direct the Executive Director to execute and deliver any related documents to the County of San Bernardino, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 7-105)
- 8)
  - 1 – Award a contract to Inland Temporary Homes, dba Inland Housing Solutions for housing navigation services for the Housing Authority of the County of San Bernardino's Emergency Housing Voucher program in an amount not to exceed \$1,622,280.00, for a one-year base period beginning on or about October 1, 2021, through September 30, 2024; or, as recommended by the Executive Director, consider awarding a contract for all or part of such housing navigation services to Brilliant Corners.
  - 2 – Authorize and direct the Executive Director to execute and deliver any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 106-128)
- 9) Adopt Resolution No.119 approving updates to Local Payment Standards for the Moving to Work Housing Choice Voucher Program, Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs, and Payment Standards for the Emergency Housing Voucher Program Effective October 1, 2021.  
(Pages 129-137)
- 10) Adopt Resolution No. 120 approving FY 2021-2022 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing programs effective October 1, 2021.  
(Pages 138-149)

- 11) 1 – Approve Amendment No. 1 to Contract No. PC1202, effective September 15, 2021, with S. Groner Associates for market research services increasing the current contract by \$21,054 for a total contract amount not to exceed \$85,688 through November 14, 2021, with the option to extend up to four single-years through November 14, 2025.
- 2 – Update to the scope of work to include market research services for the landlord outreach and education program.
- 3 – Authorize and direct the Executive Director to execute and deliver the contract amendment to S. Groner Associates, and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 150-157)
- 12) 1 – Accept a Quitclaim Deed transferring the Valencia Grove retention basin real property, located at 131 E. Lugonia Ave in the City of Redlands, owned by Housing Partners I, Inc., to the Housing Authority of the County of San Bernardino.
- 2 – Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept, sign, finalize and record the Quitclaim Deed with the County of San Bernardino Recorder and any ancillary documents or exhibits necessary in the transference of the parcel.  
(Pages 158-168)
- 13) 1 – Adopt Resolution No. 121:
- a. Authorize the Housing Authority of the County of San Bernardino to form and enter into a limited liability company, Valencia Grove II, LLC, to serve as the managing entity for the remainder of the property at this former Public Housing site in the City of Redlands, Valencia Grove.
  - b. Authorize the Executive Director of the Housing Authority of the County of San Bernardino (Authorized Officer), upon consultation with Legal Counsel, to make any necessary changes and to execute and deliver any ancillary documents, including the Operating Agreement and Secretary of State LLC-1 form, for the formation of Valencia Grove LLC and to enter into the Limited Liability Company, Valencia Grove II, LLC.
- 2 – Approve the execution of Valencia Grove Phase II Tract Map:
- a. Approve recording of the Final Map for Valencia Grove Phase II, Tract # 18762-2, located in Redlands, subject to City of Redlands City Council approval:
    - i. Approve, or ratify as necessary, recording and authorize the Executive Director to sign the Final Map.
    - ii. Authorize the Executive Director to sign the Subdivision Improvement Agreement.
    - iii. Authorize the Executive Director to negotiate and execute agreement(s) as necessary to effectuate the recording of the Final Map for Tract #18762-2, including but not limited to performance, warranty, maintenance and monumentation bonds as required by the City of Redlands and, upon consultation with legal counsel, to execute any other non-substantive action necessary to complete the recording and ensuing transference of properties to Valencia Grove II, LLC.
  - b. Instruct the Executive Director or her designee to do the following:
    - i. Prepare the Final Map for recording.
    - ii. Prepare the Subdivision Improvement Agreement for recording.
- (Pages 169-192)

- 14) 1 – Approve amendments to the Promissory Note and the Home Investment Partnership Agreement with the County of San Bernardino and Housing Partners I, Inc. for the acquisition and rehabilitation of real property at 12385 6<sup>th</sup> Street in Yucaipa, California, for the housing development known as Yucaipa Crest Apartments.
- 2 – Authorize and direct the Executive Director to execute and deliver the amendments to the County of San Bernardino and Housing Partners I, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 193-201)

## **CONSENT CALENDAR**

### APPROVAL OF CONSENT ITEMS: # 15 - 17

- 15) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on August 10, 2021.  
(Pages 202-212)
- 16) Approve and file Agency-wide Financial Statements through May 2021.  
(Pages 213-215)
- 17) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of June 2021.  
(Pages 216-221)
- 18) Individual Board member Comments
- 19) 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 Cynthia Robinson at (909) 890-5388 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**

**September 14, 2021**

**FROM**

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

**SUBJECT**

Executive Director's Report for September 14, 2021

**RECOMMENDATION(S)**

Receive the Executive Director's Report for September 14, 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 August 19, 2021.

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

**September 14, 2021**

**FROM**

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

**SUBJECT**

Board Building Presentation for September 14, 2021

**RECOMMENDATION(S)**

Receive the board building presentation for September 14, 2021, an update on the Housing Authority of the County of San Bernardino's Emergency Housing Voucher program.  
(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 U.S. Department of Housing and Urban Development's (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 (MTW) activities, overall agency updates, as well as other initiatives federally regulated by HUD.

This month's board building presentation will include an update on HACSB's Emergency Housing Voucher program.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on August 19, 2021.

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

**September 14, 2021**

## **FROM**

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

## **SUBJECT**

Amendment to the Memorandum of Understanding between the Housing Authority of the County of San Bernardino and the Interagency Council on Homelessness.

## **RECOMMENDATION(S)**

1. Approve Amendment No. 1 to the Memorandum of Understanding between the Housing Authority of the County of San Bernardino and the Interagency Council on Homelessness acting as the representative body for the Continuum of Care.
2. Authorize and direct the Executive Director to execute and deliver the amendment and any related documents, 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**

This is a non-financial Memorandum of Understanding (MOU) with no direct financial impact expected by this amendment.

## **BACKGROUND INFORMATION**

On May 10, 2021, the Housing Authority of the County of San Bernardino (HACSB) was awarded 455 Emergency Housing Vouchers (EHV) via the American Rescue Plan Act of 2021. The United States Department of Housing and Urban Development (HUD) issued guidance for the administration of the EHV's requiring the program to be referral based through the jurisdictional Continuum of Care (CoC) program and the Coordinated Entry System (CES). As such, a MOU is required between HACSB and the CoC whose representing body is the Interagency Council on Homelessness (ICH). The MOU establishes the process of housing referred households, the responsibilities of HACSB and the CoC and incorporates the CES into the process.

On July 13, 2021, HACSB's Board of Commissioners approved an MOU (Item No. 12) with the ICH as a representing body for the CoC and matters of HACSB EHV program. The MOU as per HUD guidance is to be a "live" document and may need to be amended periodically as the program develops.

On July 19, 2021, the CoC members convened to discuss prioritization of the CoC referrals through CES for the EHV program. Per the outcome of said meeting, HACSB and ICH now wish to amend the MOU with ICH on behalf of the CoC to update the referral prioritization as per the

Amendment to the Memorandum of Understanding between the Housing Authority of the  
County of San Bernardino and the Interagency Council on Homelessness  
September 14, 2021

CoC's recommendation for CES to prioritize referrals based on the highest need as discussed at the July 19, 2021, full CoC meeting.

CES will prioritize EHV referrals as follows:

1. Are experiencing homelessness;
2. Are fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking;
3. Were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability; and
4. Are at risk of experiencing homelessness.

**PROCUREMENT**

Not applicable

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on August 27, 2021.



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

**AMENDMENT #1 TO MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

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

**And**

**INTERAGENCY COUNCIL ON HOMELESSNESS (CONTINUUM OF CARE)**

This Amendment No. 1, dated \_\_\_\_\_, ("First Amendment"), to Memorandum of Understanding (MOU) for the Emergency Housing Voucher Program, is entered into by and between the Housing Authority of the County of San Bernardino, a California public body ("Authority") and Interagency Council on Homelessness (Continuum of Care) ("ICH"), a xxxx.

**RECITALS**

**WHEREAS**, the Authority entered into an MOU with the ICH as the governing board of the Continuum of Care within San Bernardino County, dated July 15, 2021, relating to the Emergency Housing Voucher (EHV) Program;

**WHEREAS**, the Authority and ICH now wish to enter into this Amendment No. 1 to the MOU with the ICH on behalf of the Continuum of Care to update the referral prioritization as per the Continuum of Care's recommendation for CES to prioritize referrals based on highest need at the July 19, 2021 full Continuum of Care meeting;

**OPERATIVE PROVISIONS**

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

**Section III. Program Referrals**, of the Agreement is amended to read as follows:

CES will refer individuals and families to HACSB who meet the following Program eligibility requirements as defined in Public and Indian Housing (PIH) Notice 2021-15:

Individuals and families:

- (1) With incomes under 80% of area median income; and
- (2) Are either experiencing homelessness; at risk of experiencing homelessness; fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking; or were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability.

CES will prioritize referrals as follows:

1. Are experiencing homelessness;
2. Are fleeing or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking;
3. Were recently homeless and for whom providing rental assistance will prevent the family's homelessness or having high risk of housing instability;
4. Are at risk of experiencing homelessness.

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

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Interagency Council on Homelessness (Continuum of Care) have signed the amendment.

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**INTERAGENCY COUNCIL ON  
HOMELESSNESS (CONTINUUM OF CARE)**

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

Name: Jessica Alexander

Title: Vice Chair

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

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

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

Name: Maria Razo

Title: Executive Director

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

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

**September 14, 2021**

## **FROM**

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

## **SUBJECT**

**Agreement with the County of San Bernardino to Receive Emergency Solutions Grant Funds for Emergency Housing Vouchers Supportive Services**

## **RECOMMENDATION(S)**

1. Approve a contract with the County of San Bernardino accepting \$3.5 million in Emergency Solutions Grant funding for supportive services for the Housing Authority of the County of San Bernardino's Emergency Housing Voucher program through September 30, 2022, contingent upon approval by the County of San Bernardino Board of Supervisors.
2. Authorize and direct the Executive Director to execute and deliver any related documents to the County of San Bernardino, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

## **GOALS & OBJECTIVES**

**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.**

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

## **FINANCIAL IMPACT**

Approval of this item will accept funds from the County of San Bernardino (County) for supportive services for the Housing Authority of the County of San Bernardino's (HACSB) Emergency Housing Voucher (EHV) program in an amount of \$3.5 million. The Emergency Solutions Grant (ESG) funding will greatly enhance the budget HACSB has for supportive services for families that will receive rental assistance through the EHV program. In conjunction with the \$3.5 million allocation from the County, HACSB received approximately \$1.6 million from the U.S Department of Housing and Urban Development (HUD), making the total budget for the required supportive services \$5.1 million for this new program.

## **BACKGROUND INFORMATION**

The EHV program has been authorized through the American Rescue Plan Act of 2021 (Act) also known as the stimulus package. Within the Act was an allocation of \$5 billion to provide EHV's to Housing Authorities across the nation. The result was an award of EHV's to almost 700 Housing Authorities, of which HACSB was one of the awardees. HACSB received an award of 455 vouchers and is in the process of implementing the program.

As a requirement of accepting EHV's, the Housing Authority must provide supportive services such as housing navigation for participants in the program. As such, HUD provided HACSB with \$1.6 million in supportive services funds. However, considering the EHV program will offer security deposit assistance, landlord incentives and other resources along with formal housing navigation services to reduce barriers to leasing, the \$3,500 per voucher provided by HUD is



Agreement with the County of San Bernardino to Receive Emergency Solutions Grant Funds for  
Emergency Housing Vouchers Supportive Services  
September 14, 2021

considered significantly inadequate. As such, HACSB has partnered with the County to provide a significant amount of supplemental funding for supportive services for the EHV program.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on August 27, 2021.



**Contract Number**

**SAP Number**

## Community Development and Housing

**Department Contract Representative  
Telephone Number**

Shaniqua Freeman, Deputy Director  
(909) 387-4327

**Contractor**

Housing Authority of the County of San Bernardino

**Contractor Representative  
Telephone Number**

Maria Razo, Executive Director  
(909) 890-0644

**Contract Term**

September 15, 2021 to September 30, 2022

**Original Contract Amount**

\$3,500,000

**Amendment Amount**

**Total Contract Amount**

\$3,500,000

**Cost Center**

\$3,500,000  
(ESG-CV2: 6210002483)

### IT IS HEREBY AGREED AS FOLLOWS:

This Contract is made and entered into, by and between San Bernardino County, hereinafter referred to as "COUNTY," and the HOUSING AUTHORITY COUNTY OF SAN BERNARDINO, hereinafter referred to as "CONTRACTOR."

### RECITALS

**WHEREAS**, COUNTY was awarded \$6,401,870, on or about June 1, 2020, by the United States Department of Housing and Urban Development, hereinafter referred to as "HUD," under the second allocation of Emergency Solutions Grants (ESG), as authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, hereinafter referred to as "ESG-CV2" funds. These special ESG-CV2 funds are to be used to prevent, prepare for, and respond to the Coronavirus pandemic, hereinafter referred to as "COVID-19" among individuals and families who are homeless or receiving homeless assistance; and to

support additional homeless assistance and homelessness prevention activities to mitigate the impacts of COVID-19; and,

**WHEREAS**, CONTRACTOR was awarded four hundred fifty-five (455) Emergency Housing Vouchers (EHV) and one million five hundred ninety-two thousand five hundred dollars (\$1,592,500) for client supportive services as authorized by the American Rescue Plan Act of 2021 (ARPA) Section 3202; and,

**WHEREAS**, EMERGENCY HOUSING VOUCHERS provide rental assistance for homeless; at risk of being homeless; fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking or human trafficking; or recently homeless, and rental assistance will prevent a return to homelessness or high risk of housing instability as defined by the Secretary of the United States Department of Housing and Urban Development (HUD); and,

**WHEREAS**, CONTRACTOR is required by ARPA to provide housing navigation, placement and tenancy support, and the cost of said services exceeds the funds allocated to CONTRACTOR; and,

**WHEREAS**, CARES Act funding is set to expire on September 30, 2022. COUNTY must have at least 20 percent (20%) of the funds expended by September 30, 2021; at least eighty percent (80%) of funds expended by March 31, 2022, and one hundred percent (100%) of the funds expended by October 21, 2022 otherwise the funds are subject to recapture by HUD in the corresponding increments on the corresponding dates; and,

**WHEREAS**, Emergency Housing Vouchers (EHV) funding is set to expire on September 30, 2030; and,

**WHEREAS**, income limits for ESG-CV funds for the Homelessness Prevention activity have been increased from thirty percent (30%) of the Area Median Income (AMI) to fifty percent (50%) AMI; and,

**WHEREAS**, COUNTY and CONTRACTOR ESG-CV and EHV are servicing the same target population and the ESG-CV resources can be utilized to fund housing navigation, tenancy support, landlord incentives and security deposit assistance; and

**WHEREAS**, COUNTY is considered to be a recipient and CONTRACTOR is considered a subrecipient of the Emergency Solutions Grant, Catalogue of Federal Domestic Assistance (CFDA) No. 14.231; and,

**WHEREAS**, COUNTY Unique Entity Identifier (DUNS) is 073590812; and,

**WHEREAS**, HUD awarded COUNTY a de minimis indirect cost rate not to exceed ten percent (10%), as defined in 24 CFR 200.414(f); and,

**WHEREAS**, as of the date of this agreement, the Federal Award Identification Number (FAIN) has not been yet been provided by HUD, upon receipt, a side letter identifying the FAIN number will be appended to this agreement to memorialize the specific funding; and,

**WHEREAS**, COUNTY desires to award \$3,500,000 of the ESG-CV2 funds to CONTRACTOR to perform specific ESG duties in accordance with the Scope of Work and Budget, attached hereto as Exhibit 1 and incorporated herein by this reference; and,

**WHEREAS**, CONTRACTOR was the only eligible entity in San Bernardino County to receive and administer the Emergency Housing Vouchers in accordance with ARPA Section 3202 Emergency Housing Vouchers for the benefit to the residents of San Bernardino County; and,

**WHEREAS**, "Procurement. As provided by the CARES Act, the recipient may deviate from the applicable procurement standards (e.g., 24 CFR 576.407(c) and (f) and 2 CFR 200.317-200.326) when procuring goods and services to prevent, prepare for, and respond to coronavirus" per CPD 21-08. The COUNTY selected the CONTRACTOR to partner with because Housing Authority of the County of San Bernardino (HACSB) is the only Public Housing Authority (PHA) in the County authorized to receive the Emergency Housing Vouchers

(EHV) from HUD. The CONTRANCTOR has experience in administering seven Continuum of Care grants, HACSB's management of the County's housing choice voucher program and VASH vouchers. The sole source justification meets both County and HUD requirements; and,

**WHEREAS**, COUNTY also desires to fund CONTRACTOR to perform specific duties in the utilization of the Emergency Housing Vouchers and provide the necessary housing navigation, tenancy support, landlord incentives, security deposit assistance, utility deposits, application fees, costs, document readiness, and tenant credit checks to fully implement the program of housing a joint target population that is mutually beneficial to COUNTY, CONTRACTOR and HUD and will leverage the funds; and

**WHEREAS**, CONTRACTOR will provide ESG-CV eligible services only and the ESG-CV funds will only be used for necessary and reasonable costs allowable under federal law and regulations to operate the ESG-CV program only. The usage of funds shall be to provide all or some of the ESG-CV eligible activities as set forth in 24 CFR §576.101- §576.107, as specifically defined in Exhibit 2 and incorporated herein by this reference; and,

**WHEREAS**, the County ESG Funds program were previously restricted in use to only the County ESG Service Areas of Adelanto, Barstow, Big Bear Lake, Colton, Grand Terrace, Highland, Loma Linda, Montclair, Needles, Redlands, Twentynine Palms, Yucaipa, Yucca Valley and unincorporated areas of the County; however, in accordance with the HUD-mandate to implement a centralized and coordinated assessment system (HUD Notice CPD-17-01), the County implemented and utilizes the Coordinated Entry System (CES) to assess and prioritize the most vulnerable of the homeless population. The use of CES makes the use of County ESG Funds allowable throughout the entire County and ESG funds are no longer area-restricted; and,

**WHEREAS**, CONTRACTOR agrees to operate the ESG program in conformance to and compliance with the CES HUD-mandate. CONTRACTOR agrees to receive referrals from CES prior to providing services with the exception of Homeless Prevention. CONTRACTOR agrees that initial reverse-referrals must be entered into CES for homelessness prevention services to clients within seventy-two (72) hours from initial service delivery and/or intake; and,

**WHEREAS**, COUNTY imposes all requirements of the ESG-CV funds upon the CONTRACTOR to ensure the use of funds is in accordance with Federal statutes, regulations and terms and conditions of the HUD award; and,

**WHEREAS**, CONTRACTOR agrees to comply with all Federal statutes, regulations and terms and conditions concerning grant administration, including, but not limited to, recordkeeping, billing, and closeout of the grant; and,

**WHEREAS**, CONTRACTOR is allowed to amend funded activity amounts not to exceed a total of \$ 99,999. Amounts exceeding \$100,000 or more require a substantial amendment and require a Board approval; and,

**WHEREAS**, COMMUNITY DEVELOPMENT AND HOUSING DEPARTMENT (CDH) is authorized to act on behalf of COUNTY in administering the ESG-CV programs; and,

**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 grant award amount is as follows:

Funding Source	Award Amount	Expiration Date
ESG-CV2	\$3,500,000	September 30, 2022

No more than the amounts specified in the Eligible Uses, Budget Summary and Accomplishment Goals, attached hereto as **Exhibit 1 BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS** may be spent for the separate cost categories specified in the Budget Summary without prior written approval of the COUNTY.

The term of this Contract begins September 5, 2021, and ends September 30, 2022, unless terminated earlier as provided in Section 16, General Contract Terms. Any extension of time or rollover of unexpended funds would be at the sole and absolute discretion of the County, in accordance with applicable rules and regulations, as imposed by HUD.

The COUNTY's Community Development and Housing Director may grant time, performance, or activity budget modifications to this Contract when such modifications:

- a) in aggregate, do not exceed grant thresholds;
- b) do not exceed more than two per COUNTY'S fiscal contract year when specifically requested by CONTRACTOR;
- c) will not change the project goals beyond the thresholds as established by the Citizen Participation Plan (on file with COUNTY) 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.

## 2. SCOPE OF SERVICES

### Eligible Uses – Direct Services Provided

The project description for services to be provided by CONTRACTOR under this Contract are identified in **Exhibit 1 – BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS**. Eligible uses of the funding are also defined in Exhibit 2 - ESG GENERAL PROGRAM DESCRIPTION and are to be rendered in accordance with Exhibit 3, ESG PROGRAM REQUIREMENTS. CONTRACTOR must use all other required forms and certifications included in Exhibits 4 through 18. The provision of required beneficiary information to validate that claim reimbursements meet HUD ESG Regulations is also required.

### Accomplishments – Goals and Performance Measures

CONTRACTOR shall be responsible to accomplish the levels of performance as set forth in Exhibit 1 - **BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS** and report such measures monthly to COUNTY with each reimbursement request. COUNTY will review performance with CONTRACTOR on a quarterly basis to assess expenditure and performance progress. If CONTRACTOR is not meeting expenditure and performance measures, COUNTY will work with CONTRACTOR to identify strategies to identify and remediate performance issues.

CONTRACTOR must meet the following expenditure and performance benchmarks, as imposed by HUD. The following Progressive Expenditure Deadlines and Recapture provisions apply:

- (i) COUNTY may recapture up to 20 percent CONTRACTOR'S total award if the CONTRACTOR has not expended at least 50 percent of that award by June 30, 2022.
- (ii) COUNTY may recapture up to 80 percent of a CONTRACTOR'S total award if the CONTRACTOR has not expended at least 80 percent of that award by August 30, 2022.
- (iii) Prior to recapturing funds as described above, COUNTY will provide the CONTRACTOR with an opportunity to provide a spending plan demonstrating to COUNTY'S satisfaction that all the CONTRACTOR'S ESG-CV funds will be expended by September 30, 2022.

### 3. SERVICE AREAS

Eligible beneficiaries to be served include homeless individuals and families and individuals and families at-risk of becoming homeless throughout San Bernardino County, including all incorporated and unincorporated areas of the County (Countywide) to prevent, prepare for, and respond to the Coronavirus.

### 4. PARTICIPANT REQUIREMENTS

The following shall be required by CONTRACTOR for individuals who wish to participate in the services. CONTRACTOR must ensure:

#### A. HOMELESS DEFINITION -Each prospective beneficiary meets one of the HUD Homeless definitions, as defined in 24 CFR §576.2:

##### 1. Category 1 – Literally Homeless

An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- i. An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- ii. An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low- income individuals); or
- iii. An individual who is exiting an institution where he or she resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

##### 2. Category 2 – Imminent Risk of Homelessness

An individual or family who will imminently lose their primary nighttime residence, provided that:

- i. The primary nighttime residence will be lost within 14 days of the date of application for homeless assistance;
- ii. No subsequent residence has been identified; and
- iii. The individual or family lacks the resources or support networks, e.g., family, friends, faith-based or other social networks, needed to obtain other permanent housing.

##### 3. Category 3 – Homeless Under Other Federal Statutes

Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition, but who:

- i. Are defined as homeless under section 387 of the Runaway and Homeless Youth Act (42 U.S.C. 5732a), section 637 of the Head Start Act (42 U.S.C. 9832), section 41403 of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2), section 330(h) of the Public Health Service Act (42 U.S.C. 254b(h)), section 3 of the Food and Nutrition Act of 2008 (7 U.S.C. 2012),

- section 17(b) of the Child Nutrition Act of 1966 (42 U.S.C. 1786(b)) or section 725 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a);
- ii. Have not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for homeless assistance.
- iii. Have experienced persistent instability as measured by two moves or more during the 60-day period immediately preceding the date of applying for homeless assistance; and,
- iv. Can be expected to continue in such status for an extended period of time due to special needs or barriers.

#### **4. Category 4 – Fleeing Domestic Abuse or Violence**

Any individual or family who:

- i. Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;
- ii. Has no other residence; and
- iii. Lacks the resources or support networks to obtain other permanent housing.

**B. AT RISK OF HOMELESS DEFINITION-** Each prospective beneficiary meets one of the HUD At-Risk of Homeless definitions, as defined in 24 CFR §576.2:

##### **1. Category 1 – An individual or family who:**

- i. Has an annual income below 50% percent of area median income for the area, as determined by HUD;
- ii. Does not have sufficient resources or support networks, e.g., family, friends, faith-based or other social networks, immediately available to prevent them from moving to an emergency shelter or another place described in paragraph (1) of the "homeless" definition in this section; and
- iii. Meets one of the following conditions:
  - A. Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for homelessness prevention assistance;
  - B. Is living in the home of another because of economic hardship;
  - C. Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days after the date of application for assistance;
  - D. Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by Federal, State, or local government programs for low-income individuals;
  - E. Lives in a single-room occupancy or efficiency apartment unit in which there reside more than two persons or lives in a larger housing unit in which there reside more than 1.5 persons reside per room, as defined by the U.S. Census Bureau;
  - F. Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or
  - G. Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the recipient's approved consolidated plan.

**2. Category 2 – Unaccompanied Children and Youth**

A child or youth who does not qualify as homeless under the homeless definition, but qualifies as homeless under another under section 387(3) of the Runaway and Homeless Youth Act (42 U.S.C. 5732a (3)), section 637(11) of the Head Start Act (42 U.S.C. 9832(11)), section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e– 2(6)), section 330(h)(5)(A) of the Public Health Service Act (42 U.S.C.)

**3. Category 3 – Families with Children and Youth**

An unaccompanied youth who does not qualify as homeless under the homeless definition but qualifies as homeless under section 725(2) of the McKinney-Vento Homeless Assistance Act, and the parent(s) or guardian(s) or that child or youth if living with him or her.

**C. ELIGIBILITY BY COMPONENT:**

**1. Homeless**

a. Street Outreach: Individuals defined as homeless under the following categories are eligible for assistance in Street Outreach:

1. Category 1 = Literally Homeless
2. Category 4 = Fleeing/ Attempting to Flee DV (where the individual or family also meets the criteria for Category 1)
  - a. Additional limitation on eligibility: Individuals and families must be living on the streets (or other places not meant for human habitation) and be unwilling or unable to access services in emergency shelter.

b. Emergency Shelter: Individuals and families defined as Homeless under the following categories are eligible for assistance in Emergency Shelter projects:

1. Category 1 = Literally Homeless
2. Category 2 = Imminent Risk of Homeless
3. Category 3 = Homeless Under Other Federal Statutes
4. Category 4 = Fleeing/ Attempting to Flee DV

c. Rapid Re-housing: Individuals defined as Homeless under the following categories are eligible for assistance in Rapid Re-Housing projects:

1. Category 1 = Literally Homeless
2. Category 4 = Fleeing/ Attempting to Flee DV

d. Homelessness Prevention: The following are eligible for assistance in Homeless Prevention projects:

1. People who have an annual income below 50% AMI AND meet the “at risk of homeless” meet the “homeless” definition under the following categories:
  - a. Category 2 = Imminent Risk of Homeless
  - b. Category 3 = Homeless Under Other Federal Statutes
  - c. Category 4 = Fleeing Abuse and Domestic Violence
2. People who have an annual income below 50% AMI AND meet the “at risk of homeless” definition under the following categories:
  - a. Category 1 = Individuals and Families
  - b. Category 2 = Unaccompanied Children and Youth
  - c. Category 3 = Families with Children and Youth

ESG beneficiaries meet HUD program income requirement (50% or less of Area Median Income for CARES ACT ESG funding and 30% or less of Area Median Income for non-CARES ACT ESG funding unless waiver, which expires October 21, 2022, is in place or otherwise extended by HUD):

1. At initial certification AND recertification for ESG beneficiaries seeking



- assistance under Category 2 – At-Risk of Homelessness; and,
2. Only at recertification, not at initial certification for ESG beneficiaries seeking continual assistance under:
    - a. Category 1 – Literally Homeless; or
    - b. Category 3 – Homeless Under Other Federal Statutes; or
    - c. Category 4 – Fleeing Domestic Abuse or Violence.

- D. Have been referred by CES to CONTRACTOR or CONTRACTOR has reverse-referred program participant to CES for assessment (this does not apply to Category 4).
- E. CONTRACTOR coordinates services program enrollment and services in collaboration with CES.
- F. ESG beneficiaries meet the prioritization criteria and have been prioritized by CES.
- G. Services rendered to ESG beneficiaries meet cost eligibility as set forth in 24 CFR §576.101 – 576.107 and 24 CFR Part 200.

## **5. CONTRACTOR REQUIREMENTS**

The following shall be required by CONTRACTOR:

- A. Compliance with all applicable federal, state, and local laws, required to execute and perform this contract. CONTRACTOR may be required to repay CDH or HUD in the event of non-compliance with any applicable law if CDH is required to pay any amount of funds to HUD as a result of CONTRACTOR'S non-compliance.
- B. Review, understanding, and certification that reimbursement claims submitted to the COUNTY meet eligible expenses under the Emergency Solutions Grant and HUD requirements. CONTRACTOR further acknowledges that the source of the ESG Funds is a federal pass-through grant to the Subrecipient. The COUNTY shall have no obligation to advance or pay the CONTRACTOR with any funds other than ESG CV2 Funds the COUNTY receives from HUD.
- C. CONTRACTOR attests that by submitting a reimbursement claim to CDH it has completed all due diligence necessary and verified eligibility of ESG Grant funding. CONTRACTOR may be required to repay CDH or HUD for non-eligible reimbursement claims that may inadvertently be processed by COUNTY.
- D. CONTRACTOR verifies that reimbursement requests for rental assistance do not exceed Fair Market Rents as defined by HUD and confirms that rental assistance has been issued directly to a property owner or an agent authorized to act on behalf of a property owner.
- F. CONTRACTOR must work in collaboration with the CES System and the Continuum of Care (CoC), to ensure the screening, assessment, and referral of ESG beneficiaries are consistent with the COUNTY'S written standards for providing ESG assistance, as described in the consolidated plan. CONTRACTOR must provide documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment system(s) developed by the CoC in accordance with the requirements established by HUD (24 CFR § 576.400).
- G. CONTRACTOR must conduct initial evaluations, upon receipt of program participant referral from CES, and re-evaluations to determine the eligibility of each individual or family eligibility for ESG assistance in accordance with 24 CFR § 576.401.
- H. CONTRACTOR may terminate assistance if program participant violates program requirements. Termination of assistance must be in accordance with a formal process as established by the CONTRACTOR that recognizes the rights of the individuals affected (25 CFR § 576.402).

- J. CONTRACTOR must certify that shelters and all housing provided through ESG Activities §576.103 - Homelessness Prevention; §576.104 -Rapid Re-housing meet Habitability Standards (Exhibit 9 - Habitability Standards Certification) in conformance to 24 CFR § 576.403. During COVID-19, HUD has made concessions to allow for the inspections to be conducted using electronic and technological methods such as with date-stamped video and/or photographs. Upon the expiration of the quarantine orders related to COVID-19 pandemic, the onsite, physical inspections must be conducted within 120 days. In addition, CONTRACTOR must ensure the unit meets Lead-Based Paint requirements.
- K. CONTRACTOR must ensure all program beneficiaries meet income requirements. CONTRACTOR may utilize the Income Calculator, as provided by HUD, which is an internet-based interface (Exhibit 13 – CPD Income Calculator) or CONTRACTOR may utilize the Excel-based spreadsheet (Exhibit 5- Income Eligibility Calculation Worksheet) provided by COUNTY.
- L. CONTRACTOR must utilize Exhibit 10 - ESG Income Limits, Fair Market Rents and Utility Allowance Schedule to ensure program beneficiaries meet ESG income requirements and all housing assistance provided under ESG meets Fair Market Rent (FMR) and Rent Reasonableness standards. COUNTY will be responsible to provide CONTRACTOR with an updated Exhibit 10 - ESG Income Limits, Fair Market Rents and Utility Allowance Schedule as income limits, FMRs and Utility Allowance Schedules, as updates and effective dates are made available by issuing agencies.

## 6. BUDGET SECTION

No more than the amounts specified in Exhibit 1– **BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS** may be spent for the separate cost categories specified in the Budget Summary without prior written approval of the COUNTY.

The COUNTY reserves the right to reduce the grant allocation when the COUNTY fiscal monitoring indicates that CONTRACTOR's rate of expenditure will result in unspent funds at the end of the program year or if it is determined that costs incurred are not in conformance with eligible costs as defined by 24 CFR §576.101 – 576.107 and 24 CFR Part 200. Changes in the grant allocation will be done after consultation with CONTRACTOR. Such changes shall be incorporated into this Contract by written amendment(s).

Contractor-initiated activity-level Budget modifications shall be allowed upon review and approval by the Department's Deputy Executive Officer or Director, the modifications shall be limited to a maximum of two (2) per Contract period as specified under "Terms of Agreement" Section 1(b) and must be in compliance with amendment thresholds, as defined by the County's Citizen Participation Plan and grant guidelines, on file with the County. Budget modifications must be justified and not had adversely impact overall performance measures, as reported to HUD.

The CONTRACTOR will submit a final request for reimbursement no later than October 30, 2022.

## 7. USE OF FUNDS

Funds allocated pursuant to this Contract shall be used exclusively for costs included in CONTRACTOR's program budget. Contract funds shall not be used as security or to guarantee payments for any non-program obligations, nor as loans for non-program activities.

CONTRACTOR must submit request for reimbursements no later than 30 days after the close of the service period (i.e., services ending July 31 must be submitted for reimbursement no later than August 30) with all supporting documentation (i.e., proof of payment such as cancelled checks or bank statements, invoices, timesheets/payroll reports, activity logs, purchase orders, etc.) to accompany any expenses being requested for reimbursement. Please refer to Exhibit -12 Claims Checklist. Requests for

reimbursements submitted more than 90 days after the close of the service period are subject to be denied and not reimbursed unless CONTRACTOR is able to substantiate extenuating circumstances and obtain approval from COUNTY with prior notice.

CONTRACTOR must demonstrate timely use of funds meeting the following expenditure and performance benchmarks, as defined in Section 2 – Scope of Services.

## **8. REVENUE DISCLOSURE REQUIREMENT**

By its execution of this Contract, CONTRACTOR certifies that it has previously filed with CDH, a written statement listing all revenue received, or expected to be received, by CONTRACTOR from federal, state, city or COUNTY sources, or other governmental or private agencies, and applied or expected to offset, in whole or in part, any of the costs incurred by CONTRACTOR in conducting current or prospective projects or business activities, including, but not necessarily limited to, the project or business activity which is the subject of this Contract. Such statement shall reflect the name and a description of such project or business activity, the dollar amount of funding provided, or to be provided, by each and every agency to each project or business activity, and the full name and address of each such agency. Substantial modifications to such statement shall be submitted, with CONTRACTOR's next, subsequent monthly reimbursement claim. CONTRACTOR shall make available for inspection and audit to COUNTY representatives, upon request, at any time during the duration of this Contract and during a period of five (5) years thereafter, all of its books and records relating to the operation by it of the project or business activity, which is the subject of this Contract, funded in whole or in part with governmental monies, whether or not such monies are received through the COUNTY. All such books and records pertaining to the project or business activity which is the subject of this Contract shall be maintained by CONTRACTOR at a location in the COUNTY. Failure of CONTRACTOR to comply with the requirements of this section of the Contract shall constitute a material breach of the Contract, upon which the COUNTY may cancel, terminate, or suspend this Contract.

## **9. JOINT FUNDING**

For all programs and services for which there are sources of funds in addition to COUNTY funds as provided under this Contract, CONTRACTOR shall provide proof of such funding. The COUNTY shall NOT pay for any services provided by CONTRACTOR which are funded by other sources. All restrictions and/or requirements provided in this Contract relative to accounting, budgeting, and reporting apply to the total program regardless of funding sources.

## **10. MATCHING FUNDS**

CONTRACTOR is not required to meet a matching requirement as the ESG-CV funding provided by COUNTY is not subject to a federal match requirement.

### **Matching Requirement for Regular ESG funds (not ESG-CV)**

CONTRACTOR (**Not Applicable**) is required to meet a matching requirement equal to or greater than one hundred percent (100%) of the ESG funding provided by COUNTY. The matching contributions must be consistent with the Matching Requirements as outlined by 24 CFR §576.201. The matching funds may be from other public or private sources, and in some instances Federal sources. CONTRACTOR will be required to provide funding match and submit monthly Match Report (See Exhibit 4 - SERVICE PROVIDER AGENCY GRANT MATCH REQUIREMENTS and MONTHLY MATCH REPORT) with each reimbursement request. In addition, CONTRACTOR (**Not Applicable**) must provide back-up documentation substantiating the match, CONTRACTOR may comply with this requirement by:

- A. providing matching funds itself, or
- B. through matching funds or voluntary efforts provided by any recipient or project sponsor.

All matching sources must be fully documented. A matching funds report must be provided by the subrecipient. The matching contributions must be provided after the date that HUD signs the grant agreement. To count toward the required match for the recipient's fiscal year grant, cash contributions must be expended within the expenditure deadline in §576.203 and, noncash contributions must be made within the expenditure deadline in §576.203. All expenditures must occur within 24 months of the HUD deadline. Payments to CONTRACTOR for allowable costs must be made within 30 days after COUNTY receives CONTRACTOR's complete payment request accompanied by required payment documentation, as defined in Exhibit 12 - Claims Checklist.

Funds used to match another grant, or a previous ESG grant, may NOT be used to match a subsequent grant award.

Grantees/recipients may use any of the following in calculating the amount of matching funds provided that the methodology used to determine the value of the match must be demonstrated and thoroughly documented:

- cash;
- the value or fair rental value of any donated material or building;
- the value of any lease on a building;
- any salary paid to staff to carry out the program of the recipient; and
- the value of the time and services contributed by volunteers

In the event volunteers are used to carry out the program, a current rate consistent with the California State minimum wage levels, at time service is provided. (Note: Volunteers providing professional services such as medical or legal services are valued at the reasonable and customary rate in the community). **All valuations must be documented by CONTRACTOR and the calculation method used must be demonstrated.**

For more guidance on the Matching Requirement, please refer to 2 CFR Part 200, Subpart D, §200.306 and §576.201.

**All match** contributed on or after January 6, 2016, including cash and non-cash contributions, must meet all of the following criteria:

- A. Are verifiable from recipient's or subrecipient's records;
- B. Are not included as contributions for any other Federal award;
- C. Are necessary and reasonable for accomplishment of the ESG project or program objectives; and
- D. Are allowable under 2 CFR Part 200, Subpart E—Cost Principles

NOTE: ESG matching contributions are not subject to the expenditure limits in §576.100. Also, funds from another Federal program may be counted as match for ESG, unless doing so would violate a specific statutory prohibition or ESG funds are counted as match for that program.

[24 CFR 576.201(b) (as in effect on Jan. 6, 2016); 2 CFR 200.306(b)]

**Non-cash** contributions made on or after January 6, 2016, valued in accordance with the requirements at 2 CFR 200.306(d) through (j) and 24 CFR 576.201(c) [2 CFR 200.306(d)-(j); 24 CFR 576.201(c) (as in effect on Jan. 6, 2016)].

If a building is donated by the CONTRACTOR, the CONTRACTOR must ensure that:

- a) the value of the match was determined as specified in 2 CFR 200.306(d) and (i)(1);
- b) depreciation on the building was not counted and will not be counted as match or charged to any Federal award; and
- c) the building was donated for long-term use in the recipient's ESG program, as evidenced by a recorded deed or use restriction that is effective for at least 10 years after the donation date.

If the building was donated by a third party, the CONTRACTOR must ensure:

- a) only count the match as the depreciation of the building and fair rental charges for the land for each year the building is used for the recipient's ESG program or, if the building was donated for long-term use in the recipient's ESG program, the fair market value of the capital assets, as specified in 2 CFR 200.306(h)(2), (i), and (j); and
- b) If the building was donated for long-term use in the recipient's ESG program, the donation was evidenced by a recorded deed or use restriction that is effective for at least 10 years (minimum use date) after the donation date.

## **11. PROGRAM INCOME**

Program income, as defined in 2 CFR §200.80, represents net income directly generated from the use of ESG funds by CONTRACTOR as a result of the activity funded under the terms of this Contract. When such income is generated by an activity only partially assisted with ESG funds, the income shall be prorated to reflect the percentage of ESG funds used. CONTRACTOR shall retain the use of program income by returning program income to the COUNTY and requesting project budget increases for activities authorized under this Contract. Program income shall be returned to the COUNTY within thirty (30) days after: a) disposition or sale of real or personal property occurs; b) cumulative program income reaches increments of one thousand dollars (\$1,000); or c) the end of each fiscal year. CONTRACTOR shall include the reports required by Section 13, Program Reporting, from all sources and amounts of program income on a monthly and year-to-date basis.

Program income returned by the COUNTY to CONTRACTOR shall be spent by CONTRACTOR on only those costs authorized under this Contract. All provisions of this Contract shall apply to said use of program income funds. CONTRACTOR shall account for the receipt and use of program income in such a way that program income is spent on authorized activities before additional ESG funds are spent.

Any program income on hand when this Contract expires or is received after such expiration shall be remitted to COUNTY.

## **12. USE OF FUNDS FOR ENTERTAINMENT, GIFTS, OR FUNDRAISING ACTIVITIES**

CONTRACTOR certifies and agrees that it will not use funds provided through this Contract to pay for entertainment, gifts, or fundraising activities.

## **13. PROGRAM REPORTING AND RETENTION OF RECORDS**

CONTRACTOR agrees to prepare and submit financial, program progress, and other reports as required by HUD or COUNTY directives. CONTRACTOR shall maintain such program, property, personnel, financial, statistical, and other records, supporting documents, and accounts as are considered necessary by HUD or COUNTY to assure proper accounting for all Contract funds. Said records, documents and accounts are to be retained by CONTRACTOR for a minimum of five (5) years. The retention period starts from the date the COUNTY submits its consolidated annual performance and evaluation report, as prescribed in 24 CFR 91.520, in which the service under the terms of this Contract is reported on for the final time. Said COUNTY submission will follow CONTRACTOR's final submission to COUNTY of reports identified under this paragraph. Records and accounts subject to litigation or audit must be maintained for five (5) years or until the issue is resolved, whichever is longer. Records that pertain to real estate transactions must be maintained for five (5) years or the number of years there is an outstanding obligation, whichever is longer. All CONTRACTOR's records, with the exception of confidential client information, shall be made available to representatives of COUNTY and the appropriate federal agencies. CONTRACTOR is required to submit data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER) in accordance with HUD regulations in the format and at the time designated by the Community Development and Housing Director or his/her designee. By the thirtieth (30th) of each month, CONTRACTOR shall submit required fiscal reimbursement forms and the HMIS REPORT, Exhibit 16 for the month being reported, as necessary to track program accomplishments and for completion of the HUD required Consolidated Annual Performance and Evaluation Report (CAPER). CONTRACTOR shall also provide the applicable HOUSING STATUS AND HOMELESS CERTIFICATION Form, included as Exhibit 6. Specific content in the requests for reporting as described in Exhibits 5 and 6 are subject to future modification as HUD reporting requirements adjust to new ESG regulations.

CONTRACTOR agrees to prepare and submit financial, program progress, evaluations, and other reports as required by HUD or the COUNTY directives. CONTRACTOR shall maintain such property, personnel, financial and other records and accounts as are considered necessary by HUD or the COUNTY to assure

proper accounting for all contract funds. All CONTRACTOR's records pertaining to services provided under this Contract, with the exception of confidential client information, shall be made available to representatives of the COUNTY and the appropriate federal agencies.

#### **14. FISCAL LIMITATIONS**

The United States of America, through HUD, may, in the future, place programmatic or fiscal limitation(s) on ESG funds not presently anticipated. Accordingly, the COUNTY reserves the right to revise this Contract in order to take account of actions affecting HUD program funding. In the event of funding reduction, the COUNTY may reduce the budget of this Contract as a whole or as to cost category, may limit the rate of CONTRACTOR's authority to commit and spend funds, or may restrict CONTRACTOR's use of both its uncommitted and its unspent funds. Where HUD has directed or requested the COUNTY to implement a reduction in funding, in whole or as to cost category, with respect to funding for this Contract, CDH may act for the COUNTY in implementing and effecting such a reduction and in revising the Contract for such purpose. Where the COUNTY had reasonable grounds to question the fiscal accountability, financial soundness, or compliance with this Contract of CONTRACTOR, the COUNTY may act to suspend the operation of this Contract for up to sixty (60) days upon three (3) days' notice to CONTRACTOR of its intention to so act, pending an audit or other resolution of such questions. In no event, however, shall any revision made by the COUNTY affect expenditures and legally binding commitments made by CONTRACTOR before it received notice of such revision, provided that such amounts have been committed in good faith and are otherwise allowable and that such commitments are consistent with HUD cash withdrawal guidelines.

#### **15. ADMINISTRATIVE REQUIREMENTS**

##### **A. Financial Management**

1. If CONTRACTOR is a nonprofit organization, it agrees to comply with 24 CFR Part 84 and 2 CFR Part 200 (depending on whether the nonprofit is or is not an Educational Institution) and agrees to adhere to the accounting principles and procedures required therein, develop, and implement adequate internal financial controls, and maintain required source documentation for all costs incurred.
2. If CONTRACTOR is a governmental or quasi-governmental agency, the applicable sections of 24 CFR Part 85 and 2 CFR Part 200 apply.

##### **B. Recordkeeping and Retention**

CONTRACTOR agrees to maintain all records required by ESG Rules and Regulations under 24 CFR Parts 91 and 576, including:

1. Records documenting that activities are ESG eligible.
2. Records documenting the eligibility of ESG beneficiaries.
3. As applicable, records documenting rent reasonableness.
4. As applicable, records documenting each rental unit has passed a habitability Inspection.
5. Records documenting that each participant received an intake interview.
6. As applicable, records documenting that persons receiving assistance for longer than three (3) months, were recertified at three (3) month intervals.
7. Records providing a full description of each activity undertaken.
8. Records documenting compliance with fair housing and equal opportunity cross-cutting regulations.
9. Financial records illustrating appropriate accounting principles applied.
10. Records accounting for staff time and activities relating to ESG expenditures and draw requests.
11. Any other records necessary to demonstrate compliance with ESG

12. All records pertaining to each fiscal year of ESG funds must be retained for the five (5) years after the expenditure of all funds from the grant under which the program participants were served.

C. Client Data

CONTRACTOR shall maintain client data demonstrating client eligibility for services provided. Such data shall include at a minimum the HMIS Data and Technical Standards, as prescribed by HUD. Such information shall be made available to CDH as a part of the monthly reimbursement requests documentation and must be made available upon request. In addition to entry of client data entered into HMIS, CONTRACTOR will be expected to meet Data Quality Standards, as prescribed by HUD. See Section 18 – HOMELESS MANAGEMENT INFORMATION SYSTEMS (HMIS) - DATA COLLECTION of this Contract.

D. Procurement

CONTRACTOR shall comply with the procurement policies and requirements of the COUNTY and HUD concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to CDH upon termination of this Contract.

1. Expendable Personal Property

Expendable personal property refers to all tangible personal property other than non-expendable personal property. All purchases of expendable or non-expendable personal property with a unit value of one thousand dollars (\$1,000) or more per unit must have the prior written approval of the Community Development and Housing Director.

2. Acquisition of Supplies and Equipment: CONTRACTOR may purchase from a related agency/organization only if:

- a. Prior authorization is obtained in writing from COUNTY.
- b. Charges do not exceed the authorized amount and minimum written specifications are met.
- c. A community-related benefit is derived from such related acquisition.
- d. No conflict of interest for private gain accrues to CONTRACTOR or its employees, agents, or officers.
- e. CONTRACTOR shall adhere to all applicable procurement standards of 24 CFR Part 85 in the acquisition of supplies and equipment. CONTRACTOR shall submit documentation of compliance with 24 CFR 85.36 prior to procuring non-expendable property or equipment.

3. Purchases and Invoice Deadlines: No expendable or non-expendable property or equipment shall be purchased during the final three (3) months of the initial performance period unless approved by the COUNTY in writing. Invoices for all obligations incurred under this Contract must be submitted to CDH Administrative Services within thirty (30) days after the initial performance period termination date or they may not be honored. Exceptions to the preceding limitations require prior written approval by CDH.

4. Costs Incurred Prior to Contract Execution: No costs incurred prior to the Contract commencement date shall be eligible for reimbursement with Grant funds. HUD procurement policies and requirements for non-profit contractors are contained in 24 CFR Part 84 and for States and local governments in 24 CFR Part 85.

E. Closeout

CONTRACTOR agrees to adhere to and comply with the closeout procedures detailed in 2 CFR 200.343, including but not limited to the following:

1. CONTRACTOR must submit, no later than ninety (90) calendar days after the expiration of the term, all financial, performance, and other reports as required by the terms and condition of the Federal award;
2. Unless COUNTY authorizes an extension, CONTRACTOR must liquidate all obligations incurred under the Federal award not later than ninety (90) days after the end date of the performance period, as specified in the terms and conditions of the Federal award;
3. CONTRACTOR must promptly refund any balances of unobligated cash that COUNTY paid that is not authorized to be retained by CONTRACTOR for use in other projects (Refer to 2 CFR 200.345);
4. CONTRACTOR must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with 2 CFR 200.310-200.316 and 200.239; and,
5. CONTRACTOR, in collaboration with COUNTY should complete all closeout actions for the Federal award no later than one-year after receipt and acceptance of all required final reports.

## **16. GENERAL CONTRACT TERMS**

### **A. LEGALITY AND SEVERABILITY**

The parties' actions under this Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of this 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.

### **B. TAXES**

COUNTY is exempt from Federal excise taxes and no payment shall be made for any taxes with respect to income, personal property taxes levied on CONTRACTOR or on any taxes levied on employee wages. The COUNTY shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the COUNTY pursuant to the Contract.

### **C. REPRESENTATION OF THE COUNTY**

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.

### **D. CONTRACTOR PRIMARY CONTACT**

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

CONTRACTOR shall notify the COUNTY in writing of any change in mailing address within ten (10) business days of the change.

### **E. SUBCONTRACTING**

CONTRACTOR has indicated that services will be provided through the use of subcontractors. Any subcontracting and/or subcontractors shall be subject to the same terms and conditions as



CONTRACTOR. CONTRACTOR shall be fully responsible for the performance, training, recordkeeping requirements and payments of any subcontractor's contract.

F. CONTRACT ASSIGNABILITY

Without the prior written consent of the COUNTY, this Contract is not assignable by CONTRACTOR either in whole or in part.

G. CONTRACT AMENDMENTS

CONTRACTOR agrees any alterations, variations, modifications, or waivers of the provisions of this Contract, shall be valid only when reduced to writing, executed, and attached to the original Contract and approved by the required persons.

H. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, at any time by either party upon giving sixty (60) days' notice in writing to the other party. The Deputy Executive Officer of the Community Development and Housing Agency (CDHA) or the CDH Director are hereby authorized to give said notice.

I. LICENSES AND PERMITS

CONTRACTOR shall ensure that it has all necessary licenses and permits required by the laws of federal, state, county, and municipal laws, ordinances, rules, and regulations to conduct operations. The CONTRACTOR shall maintain these licenses and permits in effect for the duration of this Contract. CONTRACTOR will notify COUNTY immediately of loss or suspension of any such licenses and permits. Failure to maintain a required license or permit may result in termination of this Contract.

J. LABOR LAWS

- a. CONTRACTOR, its agents, and employees shall be bound by and comply with all applicable provisions of the Labor Code and such federal, state, and local laws, which affect the conduct of the work.
- b. CONTRACTOR shall strictly adhere to the applicable provisions of the Labor Code regarding: the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The CONTRACTOR shall forfeit to the COUNTY the penalties prescribed in the Labor Code for violations.
- c. CONTRACTORS are prohibited from performing work with a subcontractor who is ineligible to perform work on a HUD project pursuant to HUD Title 24 CFR Part 24. Any contract entered into between a CONTRACTOR and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a HUD contract, and any public money that may have been paid to a debarred subcontractor by a CONTRACTOR on the project shall be returned to the awarding body. The CONTRACTOR shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project. A list of debarred contractors can be found on the [Excluded Parties Listing System](#) on HUD's website.

K. RELIGIOUS PROSELYTIZING OR POLITICAL ACTIVITIES

CONTRACTOR agrees that it will not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the activities funded under this Contract. Further, CONTRACTOR agrees that it will not perform or permit political activities in connection with the performance of this Contract. Funds made available under this Contract will be used exclusively for performance of the work required under this Contract and no funds made available under this Contract shall be used to promote any religious or political activities. If the CONTRACTOR conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this Contract, and participation must be voluntary for the beneficiaries of the ESG-funded program services.

**L. IMPROPER CONSIDERATION**

1. 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.
2. 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 this Contract has been awarded.
3. 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 to the COUNTY Administrative Office. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

**M. EMPLOYMENT OF FORMER COUNTY OFFICIALS**

1. CONTRACTOR agrees to provide or has already provided information on former COUNTY administrative officials (as defined below) who are employed by or represent CONTRACTOR. The information shall include 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 Chief 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.

**N. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

The CONTRACTOR shall require its subcontractors 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 (10) 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'S subcontractors will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, if required by COUNTY, the CONTRACTOR shall ask its subcontractors to disclose whether the firm, or any of its partners, principals, members, associates, or key employees, within the last ten (10) 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'S subcontractors 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.

**O. INACCURACIES OR MISREPRESENTATIONS**

If in the administration of this Contract, the COUNTY determines that CONTRACTOR has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the COUNTY during the selection process, this Contract may be immediately terminated. In the event of a termination under this provision, the COUNTY is entitled to pursue any available legal remedies.

**P. RECYCLED PAPER PRODUCTS**

The COUNTY has adopted a recycled product purchasing standards policy (11-10), which requires CONTRACTORS to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the COUNTY. The policy also requires CONTRACTORS to use both sides of paper sheets for reports submitted to the COUNTY whenever practicable.

**Q. REIMBURSEMENTS**

Reimbursement will be made by CDH based upon satisfactory performance under the terms of the Contract. CONTRACTOR will submit reimbursement requests to the COUNTY within thirty (30) days following the last calendar day of the month in which expenses occurred. CDH will review supporting documentation and confirm satisfactory performance prior to processing reimbursement request. CDH may request additional supporting documentation and disallow portions of a claim pending satisfactory documentation as determined by CDH. CONTRACTOR attests that by submitting a reimbursement claim to CDH it has completed all due diligence necessary and verified eligibility of ESG Grant funding. Required reimbursement documentation will be provided to CONTRACTOR once this Contract has been executed and may be modified by CDH from time to time to meet applicable regulations.

**R. ELECTRONIC FUND TRANSFER PROGRAM**

CONTRACTOR shall accept all payments from COUNTY via electronic funds transfer (EFT) directly deposited into the CONTRACTOR's designated checking or other bank account. CONTRACTOR shall promptly comply with directions and accurately complete forms provided by COUNTY required to process EFT payments.

**S. DISCLOSURE OF INFORMATION**

In recognizing CONTRACTOR's need to identify its services to related clients to sustain itself, the COUNTY shall not inhibit CONTRACTOR from publicizing its role under this Contract within the following conditions:

CONTRACTOR shall develop all publicity material in a professional manner. CONTRACTOR, its employees, agents, and sub-contractors shall not publish or disseminate commercial advertisements, press releases, opinions of feature articles, using the name of the COUNTY without the prior written consent of the CDH Director or designee. The COUNTY shall not unreasonably withhold written consent, and approval by the COUNTY may be assured in the event that no adverse comments are received in writing within two (2) weeks after submittal.

#### T. DRUG AND ALCOHOL-FREE WORKPLACE

In recognition of individual rights to work in a safe, healthful, and productive workplace, as a material condition of this Contract, CONTRACTOR agrees that CONTRACTOR and CONTRACTOR's employees, while performing services for the COUNTY ESG:

1. Shall not be in any way impaired because of being under the influence of alcohol or a drug.
2. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
3. Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to 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 services for the COUNTY ESG, of the COUNTY's objective of a safe, healthful, and productive workplace and the prohibition of drug or alcohol use or impairment from same while performing such services.

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

#### U. LOBBYING

CONTRACTOR certifies and agrees that it will comply with federal law (31 U.S.C. 1352) and regulations found at 24 CFR Part 87, which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, Member of Congress, or an officer or employee of a Member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement. CONTRACTOR shall sign a certification to that effect in a form as set forth in Exhibit 18 – CERTIFICATION AND DISCLOSURE OF LOBBYING, attached hereto and by this reference incorporated herein. CONTRACTOR shall submit the signed certification to COUNTY prior to performing any of its obligations under this Agreement and prior to any obligation arising on the part of COUNTY to pay any sums to CONTRACTOR under the terms and conditions of this Contract. If any funds other than Federal 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 this Federal contract, grant, loan, or cooperative agree, the undersigned shall complete and submit a "Disclosure of Lobbying Activities" in accordance with its instructions (Exhibit 19).

#### V. ENVIRONMENTAL CONDITIONS

1. ESG activities are subject to environmental review by HUD under the environmental regulations in 24 CFR Part 50. CONTRACTOR, or any contractor of the CONTRACTOR, may not acquire,

rehabilitate, convert, lease, repair, dispose of, demolish, or construct property for a project or activity under this Section, or commit or expend ESG or local funds for eligible activities under this Section unless and until HUD has performed an environmental review under 24 CFR Part 50 and the CONTRACTOR and COUNTY has received approval of the property.

CONTRACTOR agrees to comply with all applicable environmental requirements as they apply to the performance of this Contract, including but not limited to Clean Air Act, the Federal Water Pollution Control Act, and the Flood Disaster Protection Act. If applicable, CONTRACTOR also shall comply with the Historic Preservation requirement of the National Historic Preservation Act of 1966.

2. CONTRACTOR is subject to adherence with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4821-4846), and implementing regulations in 24 CFR Part 35, subparts A, B, H, J, K, M, and R apply to all shelters assisted under ESG and all housing occupied by ESG beneficiaries that were built before 1978.
3. CONTRACTOR will accept assignment from the COUNTY of all responsibilities set forth in Subpart K of 24 CFR 35.
4. Subpart K is to establish procedures to eliminate, to the extent feasible and practical, Lead-Based Paint ("LBP") hazards in a residential property that receives Federal assistance under certain HUD programs for acquisition, leasing, support services, or operation. In connection with the grant funds under this Contract, the COUNTY requires that the CONTRACTOR comply and show evidence of compliance with all applicable subparts of 24 CFR 35, and especially, Subpart K ("LBP Regs"). The CONTRACTOR shall conduct the following activities for the dwelling unit, common areas servicing the dwelling unit, and the exterior surfaces of the building in which the dwelling unit is located:
  - a. A visual assessment of all painted surfaces in order to identify deteriorated paint;
  - b. Paint stabilization of each deteriorated paint surface, and clearance, in accordance with §35.1330 (a) and (b), before occupancy of a vacant dwelling unit, or where a unit is occupied, immediately after use of Federal assistance;
  - c. Ongoing lead-based paint maintenance activities into regular building operations, in accordance with §35.1355(a), if the dwelling unit has a continuing, active financial relationship with a federal housing assistance program;
  - d. Notice to occupants in accordance with §35.125(b)(1) and (c), describing the results of the clearance examination.
5. CONTRACTOR shall provide to all occupants of housing assisted with ESG:
  - a. A copy of the pamphlet entitled "Protect Your Family from Lead in Your Home" (see Exhibit 15 - LEAD BASED PAINT PAMPHLET AND DISCLOSURE).
  - b. All available information and knowledge regarding the presence of LBP and LBP hazards prior to leasing a housing unit (See 24 CFR 35, Subpart A).
  - c. Notification in writing of the results of the presumption of LBP and/or LBP hazards, results of any lead hazard evaluation, and any lead hazard reduction work (See 24 CFR 35, Subpart A).

## **17. AUDITS**

CONTRACTOR is required to arrange for an independent financial/compliance audit performed within the direction of generally accepted auditing standards and government auditing standards. Said audit(s) shall cover the applicable term of this Contract. When CONTRACTOR receives seven hundred fifty thousand dollars (\$750,000) or more in federal funds from all funding sources within a fiscal year, the required audit must be performed in compliance with standards as set forth and published by the United States Office of Management and Budget (2 CFR § 200.501a).

CONTRACTOR shall submit a copy of the audit report to the COUNTY within thirty (30) days of completion. Within thirty (30) days of the submittal of said audit report, CONTRACTOR shall provide to the COUNTY a written response to any concerns or findings identified in said audit report. The response must examine each concern or finding and explain a proposed resolution, including a schedule for correcting any deficiency. All actions to correct said conditions or findings shall be taken within six (6) months after receipt of the audit report.

The COUNTY, or any state or federal agency, may make additional audits or reviews, as necessary, to carry out the responsibilities of CONTRACTOR under COUNTY, state or federal laws and regulations. CONTRACTOR agrees to cooperate fully with all persons conducting said additional audits or reviews. The COUNTY and its authorized representatives shall, at all times, have access for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of CONTRACTOR.

If indications of misappropriation or misapplication of the funds of this Contract cause the COUNTY to require an additional audit, the cost of the audit will be encumbered and deducted from this Contract Budget.

Should the COUNTY subsequently determine that the additional audit was not warranted, the amount encumbered will be restored to the Contract Budget. CONTRACTOR shall reimburse all misappropriation or misapplication of funds to the COUNTY. In the event the COUNTY uses the judicial system to recover misappropriated or misapplied funds, CONTRACTOR shall reimburse the COUNTY legal fees and court costs in addition to awards.

#### **18. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS) – DATA COLLECTION**

The CONTRACTOR must ensure that data on all persons served and all activities assisted under ESG are entered into the applicable community wide HMIS in the area in which those persons and activities are located, in accordance with HUD's standards on participation, data collection, and reporting under a local HMIS. HUD requires ESG-CV2 performance data to be reported on a quarterly basis and will be due on the following dates during the performance period, unless otherwise noted: March 30, July 30, October 30, and January 30. COUNTY will coordinate with CONTRACTOR for the collection of the reporting data. Data must be reviewed and validated by CONTRACTOR no later than the 10<sup>th</sup> of each month. COUNTY will use the HMIS data to create CSV (Comma Separated Value) files that will be uploaded into the SAGE System, which is HUD's data repository. CONTRACTOR will work with COUNTY to remediate any validation errors that may occur, prior to the submission of the reports.

ESG funds require reporting client-level data, such as the number of persons served, their demographic information, and the applicable ESG services provided into HMIS which is an electronic data collection system that facilitates the collection of information on persons who are homeless or at risk of becoming homeless. HMIS is managed and operated locally by the Office of Homeless Services (OHS). HUD HMIS technical and data standards are set forth in the Final 2017 HMIS Data Standards, on file with Office of Homeless Services. CONTRACTOR is required to work OHS staff to ensure the timely and accurate set-up of their HMIS program profile. COUNTY will work with CONTRACTOR and OHS to ensure the HMIS program profile is setup in a manner that accurately captures the data pertinent to CONTRACTOR program.

The CONTRACTOR and its subcontractors shall have an agreement in place with the HMIS lead agency to participate in the regionally established HMIS system and shall submit a copy of HMIS reports (see Exhibit 16 – SAMPLE HMIS REPORT) with monthly reimbursements. A copy of the CONTRACTOR'S agreement with the HMIS lead agency shall be delivered to the COUNTY, upon request. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the CONTRACTOR is using a comparable database shall be delivered to the COUNTY. The "HMIS Lead Agency" is the County of San Bernardino, Community Development and Housing Agency, Office of Homeless Services:

Mike Bell, HMIS Support  
County of San Bernardino  
Office of Homeless Services  
215 North D Street, Suite 301  
San Bernardino CA 92401  
[Michael.Bell@hss.sbcounty.gov](mailto:Michael.Bell@hss.sbcounty.gov)  
**Tel:** 909-501-0613  
**Fax:** 909-501-0622

The CONTRACTOR shall enter into an Interagency Data Sharing Agreement with the HMIS Lead Agency where the CONTRACTOR agrees to share HMIS data with other ESG funded agencies regarding clients that are served in ESG funded programs, unless prohibited by law. A copy of such agreement shall be delivered to the CONTRACTOR.

CONTRACTOR must ensure all required data elements, as listed below, are entered into the HMIS system for ESG participants, in a timely manner, and is inputted no later than two (2) working days after program entry. Services rendered to clients must be entered into HMIS no later than two (2) working days from date of service(s). All clients who exit the program must have an updated status in HMIS within two (2) working days from actual exit date. Failure to meet the above data input requirements will constitute a violation of the terms and conditions of this Contract and made subject to remedies as set forth in Section 19- Termination and Termination Costs, below.

In addition to the timely entry of HMIS data, CONTRACTOR is required to enter accurate and complete data. COUNTY will ensure CONTRACTOR adheres to Data Quality Standards, as established by HUD, and data entry requirements, as set forth in the HMIS Memorandum of Understanding (MOU) and the OHS Policy Handbook. The Data Quality Standards assess the data quality and completeness of following Data Elements entered:

- 1) Client Demographic Data
  - a) Name
  - b) Social Security Number
  - c) Date of Birth
  - d) Race
  - e) Ethnicity
  - f) Gender
  - g) Veteran Status
- 2) Universal Data
  - a) Disabling Condition
  - b) Project Start Date
  - c) Project Exit Date
  - d) Destination
  - e) Relationship to Head of Household
  - f) Client Location
  - g) Housing Move-in Date
  - h) Living Situation
- 3) Common Program Specific Data Elements
  - a) Income and Sources
  - b) Non-Cash Benefits
  - c) Health Insurance
  - d) Disability Elements
  - e) Physical Disability
  - f) Developmental Disability
  - g) Chronic Health Condition
  - h) HIV/AIDS
  - i) Mental Health Problem
  - j) Substance Abuse

- k) Domestic Violence
- l) Contact
- m) Date of Engagement
- n) Bed-Night Date
- o) Housing Assessment Disposition
- 4) Data Timeliness
  - a) Entry Timeliness
  - b) Exit Timeliness

The Data Quality Standards require a program to have a five percent (5%) or less error rate to ensure data accuracy and less than a five-day lapse in timeliness for entry of data at time of client entry, services are rendered, and client exit. Any performance benchmarks not meeting these standards will be flagged and captured on a CONTRACTOR HMIS Data Quality Report Card (Report Card) generated by the Office of Homeless Services (See Exhibit 17- HMIS DATA QUALITY REPORT CARD). The Report Card will be generated and reviewed on a quarterly basis. The Report Card will be provided to CONTRACTOR when available and data deficiencies, if any, will be identified and discussed with CONTRACTOR to determine methods to remediate and/or improve data quality scores.

If CONTRACTOR continues to not meet data entry and data quality benchmarks, as established by HUD, and set forth in the HMIS MOU and the OHS Policy Handbook, COUNTY may terminate contract as set forth in Section 19- Termination and Termination Costs, below.

## 19. TERMINATION AND TERMINATION COSTS

The COUNTY may immediately terminate this Contract upon the termination, suspension, discontinuation, or substantial reduction in HUD ESG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible, or impossible:

1. If CONTRACTOR fails to perform the services within the time specified herein or any extension thereof; or,
2. If CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms. If in either of these circumstances, CONTRACTOR does not cure such failure within a period of ten (10) days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure, COUNTY may terminate this Contract.
3. CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not.
4. The filing of a voluntary petition to have CONTRACTOR declared bankrupt.
5. The appointment of a Receiver or Trustee for CONTRACTOR.
6. The execution by CONTRACTOR of an assignment for the benefit of its creditors.

If CONTRACTOR materially fails to comply with any term of this Contract, the COUNTY may take one or more of the actions provided under Federal Regulation at 24 CFR Part 85.43, Enforcement, which include temporarily withholding cash, disallowing non-compliant costs, wholly or partly terminating the award, withholding future awards, requiring repayment for ineligible reimbursements, and other remedies that are legally available. In such event, CONTRACTOR shall be compensated for all eligible services rendered, and incurred costs related to the provision of such services, performed in good faith in accordance with the terms of this Contract that have not been previously reimbursed, to the date of said termination to the extent that ESG funds are available from HUD.

In the event the COUNTY terminates the Contract, in whole or in part, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those so terminated, and CONTRACTOR shall be liable to the COUNTY for any excess costs for such similar



supplies or services; provided that CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.

## **20. MONITORING**

The CDH Director, or designee, will conduct periodic program reviews, inclusive of desk audits and onsite monitoring, to monitor and assess the performance of the CONTRACTOR against goals and performance standards. These reviews will focus on the extent to which the planned program, as described in CONTRACTOR's ESG Application and summarized in Exhibit 1A and 1B – ELIGIBLE USES, BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS has been implemented. Effectiveness of program management and impact of the program pursuant to ESG goals will also be reviewed. Authorized representatives of COUNTY and HUD shall have the right of access to all activities and facilities operated by CONTRACTOR under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings and observation of on-going program functions. CONTRACTOR will allow access to records and permit on-site inspection by COUNTY representatives, and HUD representatives, and ensure that its employees and board members furnish such information, as in the judgment of COUNTY and HUD representatives, may be relevant to the question of compliance with contractual conditions and HUD directives, or the effectiveness, legality, and achievements of the program.

Substandard performance as determined by the COUNTY will constitute noncompliance with this AGREEMENT. If action to correct such substandard performance is not taken by the CONTRACTOR within thirty (30) days, when feasible and practical, after being notified by the COUNTY, contract suspension or termination procedures will be initiated.

## **21. INDEPENDENT CONTRACTOR**

All parties hereto in the performance of this Contract will be acting in independent capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agent or employees of the other party for any purpose whatsoever.

## **22. CONFLICT OF INTEREST**

CONTRACTOR shall comply with all applicable federal and state laws, regulations and policies governing conflict of interest, including State conflict of interest regulations found in California Government Code Sections 1090, 1126, 87100 et seq., federal conflict of interest regulations found in 24 CFR 570.611, 85.36, and 84.42, and any other applicable policies, rules and regulations related to conflict of interest.

Any person who is an employee, agent, consultant, officer, elected or appointed official of CONTRACTOR, who exercises any functions or responsibilities with respect to ESG-funded activities identified in this Contract and who is in a position to participate in a decision making process or gain inside information with regard to activities identified in this Contract, may not obtain a financial interest or benefit from the ESG-assisted activities identified in this Contract or any related contract, subcontract, or agreement, either for themselves, an immediate family member or business partner, during his/her tenure. CONTRACTOR shall maintain written standards of conduct governing the performance of their employees engaged in the award and administration of contracts.

Contractor's failure to comply with this Section may result in the termination of the Contract and repayment of funds as described in Section 19 in addition to any other available remedies to COUNTY.

This Section 22 shall survive termination of this Contract.

## **23. CONFIDENTIALITY**

CONTRACTOR shall maintain the confidentiality of all its records in accordance with all applicable federal, state and COUNTY laws, regulations, ordinances, and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Contract. In addition, CONTRACTOR must develop written procedures to ensure that all records containing personally identifying information shall remain confidential and kept secure and confidential; the address or location of any domestic violence or related shelter project assisted under ESG will not be made public; and, the address or location of any housing of a program participant will not be made public, except as provided under a preexisting privacy policy of the COUNTY or CONTRACTOR and consistent with state and local laws regarding privacy and obligations of confidentiality.

## **24. INDEMNIFICATION**

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers ("Indemnitees") 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 Indemnitees. CONTRACTOR's 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. This indemnification includes, but is not limited to, any determination by HUD or its successors that activities undertaken by CONTRACTOR under this Contract fail to comply with any laws, regulations, or policies applicable thereto or that any funds billed by and disbursed to CONTRACTOR under this Contract were improperly expended. This Section 24 shall survive the termination of this Contract.

## **25. INSURANCE REQUIREMENTS**

Additional Insured: All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents, and volunteers as additional insureds 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.

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.

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.

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 the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage: CONTRACTOR shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, 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.

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.

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.

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, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the CONTRACTOR or County payments to CONTRACTOR will be reduced to pay for County purchased insurance.

Insurance Review: Insurance requirements are subject to periodic review by the 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 the 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 the 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 the 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 the County.

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. The type(s) of insurance required is determined by the scope of the contract services.

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:

Workers' Compensation/Employers 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 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 CONTRACTOR that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

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. Products and completed operations.
- B. Personal injury
- C. Contractual liability.
- D. \$2,000,000 general aggregate limit.

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

Umbrella Liability Insurance: An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

## **26. AMENDMENTS AND VARIATIONS**

This writing with attachments embodies the whole of this Contract of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, addition or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment to this Contract formally approved and executed by both parties.

☒ The provision below does not apply to this Agreement

## **27. USE OF ARRA FUNDS AND REQUIREMENTS**

This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel, and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination. Section 1606 of ARRA requires that laborers and mechanics employed by CONTRACTORS and subcontractors on projects funded

directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the “wage rate” requirement. The above-described provisions constitute notice under ARRA of the Buy American and wage rate requirements. CONTRACTOR must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. CONTRACTOR will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. CONTRACTOR agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract. CONTRACTOR may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. CONTRACTOR must contact the County with any questions regarding registration requirements.

### **Schedule of Expenditure of Federal Awards**

In addition to the requirements described in “Use of ARRA Funds and Requirements,” proper accounting and reporting of ARRA expenditures in single audits is required. CONTRACTOR agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, “Audits of States, Local Governments, and Nonprofit Organizations.” This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c). In addition, CONTRACTOR agrees to separately identify to each sub-contractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds. CONTRACTOR may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. CONTRACTOR agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

### **Whistleblower Protection**

CONTRACTOR agrees that both it and its subcontractors shall comply with Section 1553 of the ARRA, which prohibits all non-Federal subcontractors, including the State, and all subcontractors of the State, from discharging, demoting or otherwise discriminating against an employee for disclosures by the employee that the employee reasonably believes are evidence of: (1) gross mismanagement of a contract relating to ARRA funds; (2) a gross waste of ARRA funds; (3) a substantial and specific danger to public health or safety related to the implementation or use of ARRA funds; (4) an abuse of authority related to the implementation or use of recovery funds; or (5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract) awarded or issued relating to ARRA funds.

CONTRACTOR agrees that it and its subcontractors shall post notice of the rights and remedies available to employees under Section 1553 of Division A, Title XV of the ARRA.

## **28. ANTI-DISCRIMINATION**

No person shall, on the basis of race, color, ancestry, national origin, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, physical disability, mental disability, medical condition, genetic information, age, religious creed, military, or veteran status, be excluded from

participating in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, programs, or employment supported by this Contract.

## **29. CONTRACT COMPLIANCE**

CONTRACTOR shall make every effort to ensure that all projects funded wholly or in part by ESG funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, CONTRACTOR shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly or as a result of this program.

## **30. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS**

All parties agree to be bound by all applicable federal, state, and local laws, ordinances, regulations, directives, and all applicable cross-cutting requirements as they pertain to the performance of this Contract. This Contract is subject to and incorporates the following, including, but not limited to:

(1) Economic Opportunities for Low- and Very Low-income Persons. The CONTRACTOR shall ensure that employment and other economic opportunities generated by the Program shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, and regulations at 24 CFR Part 135 apply, except that homeless individuals have priority over other Section 3 residents in accordance with § 576.405(c).

(3) Civil Rights. The CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of the Title I of the Housing and Community Development Act of 1974, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, and 41 CFR Chapter 60.

(4) Nondiscrimination and Equal Employment Opportunity. During the performance under this AGREEMENT, the CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familial status, sexual orientation, or any other basis prohibited by applicable law. The CONTRACTOR shall take affirmative action to ensure that all applicants and employees are treated without regard to race, color, creed, religion, sex, age, handicap, disability, ancestry, national 13 origin, marital status, familial status, and sexual orientation. The CONTRACTOR shall comply with all provisions of Executive Order 11246, Equal Employment Opportunity, as amended by Executive Orders 11375 ,11478, 12086, and 12107.

(5) Nondiscrimination and Equal Opportunity in Participation. The requirements in 24 CFR part 5, subpart A are applicable, including the nondiscrimination and equal opportunity requirements at 24 CFR § 5.105(a). The CONTRACTOR shall not discriminate against any participant on the ground of race, color, creed, religion, sex, age, handicap, disability, ancestry, national origin, marital status, familiar status, sexual orientation, or any other basis prohibited by applicable law. The CONTRACTOR shall, through affirmative outreach, make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. The CONTRACTOR must take appropriate steps to ensure effective communication with persons with disabilities.

(6) Americans with Disabilities Act. The CONTRACTOR agrees to comply with any federal regulations issued pursuant to compliance with the Americans with Disabilities Act which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and Local government services, and public accommodations.

(7) Fair Housing. Under section 808(e)(5) of the Fair Housing Act, HUD has a statutory duty to affirmatively further fair housing. HUD requires the same of its funded sub-recipients. The CONTRACTOR has a duty to affirmatively further fair housing opportunities for classes protected under the Fair Housing Act.

(8) Displacement and Relocation. CONTRACTOR must ensure that it has taken all reasonable steps to minimize displacement of persons. Relocation must be consistent with requirements as set forth in 24 CFR §546.408.

(9) Affirmative Outreach. The COUNTY and CONTRACTOR must make known that use of the facilities, assistance, and services are available to all on a nondiscriminatory basis. If it is unlikely that the procedures that the recipient or subrecipient intends to use to make known the availability of the facilities, assistance, and services will reach persons of any particular race, color, religion, sex, age, national origin, familial status, or disability who may qualify for those facilities and services, the recipient or subrecipient must establish additional procedures that ensure that those persons are made aware of the facilities, assistance, and services. The recipient and its subrecipients must take appropriate steps to ensure effective communication with persons with disabilities including, but not limited to, adopting procedures that will make available to interested persons information concerning the location of assistance, services, and facilities that are accessible to persons with disabilities. Consistent with Title VI and Executive Order 13166, recipients and subrecipients are also required to take reasonable steps to ensure meaningful access to programs and activities for limited English proficiency (LEP) persons (c).

(10) The California Fair Employment and Housing Act of 1959 codified as Government Code §§12900 - 12996, the California statute used to fight sexual harassment and other forms of unlawful discrimination in employment and housing.

### **31. PARTICIPATION OF HOMELESS PERSONS**

In compliance with the federal regulations governing the ESG Program, and specifically 24 CFR 576.405 governing homeless assistance and participation, CONTRACTOR will require its subcontractor to provide for the participation of not less than one homeless or formerly homeless individual on its subcontractor's *board of directors or other equivalent policymaking entity*. To the extent feasible, CONTRACTOR'S subcontractor must involve homeless individuals and families in providing work or services pertaining to operating facilities, providing services assisted under ESG, and providing services for occupants of facilities assisted under ESG. CONTRACTOR'S subcontractor must provide a certification (Exhibit 14 – Homeless Participation Certification) documenting compliance with, or efforts to comply with, this requirement.

### **32. SUSPENSION AND DEBARMENT**

By entering this Contract, CONTRACTOR certifies that CONTRACTOR, including its principals, is not suspended, or debarred from participating in federally funded contracts and sub-awards.

### **33. GOOD STANDING OF NON-PROFIT STATUS**

CONTRACTOR certifies:

(1) that any of its subcontractors is a duly organized and existing non-profit corporation in good standing and authorized to do business under the laws of the State of California and in possession of required non-profit status under the United States Internal Revenue Code [for example, 26 USC § 501(c)(3)]. The CONTRACTOR has full right, power, and lawful authority to accept the funding hereunder and to undertake all obligations as provided herein and the execution, performance, and delivery of this Contract by the CONTRACTOR has been fully authorized by all requisite actions on the part of the CONTRACTOR.

(2) If any of CONTRACTOR's subcontractors' non-profit status changes at any time during this Contract, it will advise the COUNTY within 15 days.

(3) If the CONTRACTOR is a private non-profit, it hereby agrees that the members of its Board of Directors will receive no compensation, directly or indirectly, other than reimbursement for expenses, from any funds generated from or because of the ESG program, for their services.

(4) If the CONTRACTOR is a non-profit, the CONTRACTOR acknowledges that administration of its operation and services are subject to the requirements as established in 2 CFR § 200

**34. INTEGRATED DISBURSEMENT AND INFORMATION SYSTEM (IDIS) AND FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT ("FFATA")**

To ensure compliance with transparency and reporting, COUNTY must collect and report data on its use of ESG funds in the Integrated Disbursement and Information System (IDIS) and other reporting systems, as specified by HUD. The COUNTY must also comply with the reporting requirements in 24 CFR parts 85 and 91 and the reporting requirements under the Federal Funding Accountability and Transparency Act of 2006, (31 U.S.C. 6101 note), which are set forth in Appendix A to 2 CFR part 170, which is a reporting system used to report awards and amounts of awards made to subrecipients.

Upon request by COUNTY, CONTRACTOR must provide information required for IDIS and FFATA reporting purposes.

**35. NOTICES**

Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice by first-class United States Certified Mail, postage prepaid, addressed to the appropriate party as follows:

County of San Bernardino  
Attention: Community Development & Housing Department  
385 North Arrowhead Avenue, 3rd Floor  
San Bernardino, CA 92415-0043

Housing Authority of the County of San Bernardino  
Attention: Executive Director  
715 E. Brier Drive  
San Bernardino, CA 92408

Such addresses may be changed by notice to the other party given in the same manner as provided above.



### 36. COUNTERPART EXECUTION

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

SAN BERNARDINO COUNTY

►

Curt Hagman, Chairman, Board of Supervisors

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

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of San Bernardino County

By \_\_\_\_\_  
Clerk of the Board

Housing Authority 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 E. Brier Drive  
San Bernardino, CA 92408  
(909) 890-0644

#### FOR COUNTY USE ONLY

Approved as to Legal Form

►

Suzanne Bryant, Deputy County Counsel

Date \_\_\_\_\_

Reviewed for Contract Compliance

►

Date \_\_\_\_\_

Reviewed/Approved by Department

►

Gary Hallen, Director

Date \_\_\_\_\_

# EXHIBIT 1 – BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS

Housing Authority of the County of San Bernardino Budget Summary and Accomplishments FY 2021-2023				
Grant Type	Activity	2020-2022 Allocation	Number of Persons Expected to be Served (Individuals)	Average Annual Cost Per Unit of Service per Person
ESG CV-2 Funding Expenditure Deadline: September 30, 2022	Emergency Shelter (ES)	-----	-----	-----
	Street Outreach	-----	-----	-----
	Rapid Re-Housing (RRH)	\$2,800,000	364	\$7,692.31
	Homelessness Prevention (HP)	\$ 700,000	91	\$7,692.31
	HMIS	-----	-----	-----
	<b>TOTAL</b>	<b>\$3,500,000</b>	<b>455</b>	<b>\$7,684.32</b>
	Emergency Shelter (ES)	-----	-----	-----
	Emergency Shelter- Motel Vouchers (ES-MV)	-----	-----	-----
	Street Outreach	-----	-----	-----
	Rapid Re-Housing (RRH)	-----	-----	-----
	Homelessness Prevention (HP)	-----	-----	-----
	HMIS	-----	-----	-----
	<b>TOTAL</b>	<b>-----</b>	<b>-----</b>	<b>-----</b>
	NPQ	-----	N/A	N/A
	<b>TOTAL</b>	<b>-----</b>	<b>-----</b>	<b>-----</b>
<b>GRAND TOTAL</b>		<b>\$3,500,000</b>	<b>455</b>	<b>\$7,684.32</b>

## Exhibit 1A

### ELIGIBLE USES, BUDGET ALLOCATION AND ACCOMPLISHMENT GOALS

#### Emergency Housing Voucher Program

#### Housing Navigation and Tenancy Support

Emergency Housing Vouchers Households: 455

#### Total Budget:

ESG-CV2: \$3,500,000

HACSB EHV: \$1,592,500

Total Budget: \$5,073,250

Item	Amount	Source
Housing Navigation/Tenancy Support **	\$ 1,651,650	ESG -CV2
Housing Navigation/Tenancy Support**	\$ 1,251,250	HACSB
Landlord Incentive	\$ 455,000	ESG-CV2
Security Deposit Assistance (2 months)	\$ 1,374,100	ESG -CV2
Utility deposits, portability fees, application costs, tenant credit checks	\$ 341,250	HACSB
<b>Total Budget</b>	<b>\$ 5,073,250</b>	
<b>Per-Voucher Budget</b>	<b>\$ 11,150</b>	

\*Pursuant to ESG Regulations, as referred to as Housing Relocation and Stabilization Services

\*\*See Exhibit 1B – Landlord Incentives and Housing Stabilization Limits for guidance, calculation methodologies, and limitations imposed by ESG CV regulations. Please note any combination of Security deposits and Landlord Incentives may not exceed 3 months' rent.

## Exhibit 1B- Landlord Incentives and Housing Stabilization Limits

### Pursuant CPD-21-08 Landlord Incentive have the following limitations:

The limitations on eligible activities under section 415(a) of the McKinney-Vento Act and 24 CFR 576.105 are waived and alternative requirements are established to the extent necessary to authorize ESG-CV funds to be used under 24 CFR 576.105 to add the eligible cost of paying for landlord incentives as reasonable and necessary to obtain housing for individuals and families experiencing homelessness and at risk of homelessness. However, a recipient may not use ESG-CV funds to pay the landlord incentives set forth below in an amount that exceeds three times the rent charged for the unit. Waiving the limitation on eligible costs under housing relocation and stabilization services to pay for the costs of landlord incentives will increase the number of housing units available to people experiencing homelessness or at risk of homelessness, especially in tight rental markets and obtaining and maintaining housing is critical to preventing the spread of coronavirus and helping mitigate the economic impact of the crisis. **The limitation to three times the rent charged for each unit ensures enough ESG-CV funds remain available to provide other eligible activities necessary to prevent the spread of coronavirus. Eligible landlord incentive costs include:**

- (i) Signing bonuses equal to up to 2 months of rent;
- (ii) Security deposits equal to up to 3 months of rent;
- (iii) Paying the cost to repair damages incurred by the program participant not covered by the security deposit or that are incurred while the program participant is still residing in the unit; and,
- (iv) Paying the costs of extra cleaning or maintenance of a program participant's unit or appliances.

For Example:

Rent:  $\$1,400 \times 3 = \$4,200$  (max of incentives)

Security Deposit =  $\$2,800 + \text{Signing Bonus } \$1,000 = \$3,800$ - **Eligible**

Security Deposit=  $\$2,100 + \text{Signing Bonus } \$2,800 = \$4,900$ - **Not Eligible**

**Pursuant CPD 21-08 Housing Stabilization Services:**

***Habitability Inspections when Providing Housing Relocation and Stabilization Services – Homelessness Prevention.*** The requirement at 24 CFR 576.403(c) that recipients and subrecipients may not use ESG funds to help a program participant remain in housing that does not meet minimum habitability standards outlined in that section is waived to the extent necessary to allow the recipient or subrecipient to provide housing relocation and stabilization services under 24 CFR 576.105(b) to help individuals and families remain in their existing housing or move into new housing. During the coronavirus pandemic the best way to help prevent the spread of coronavirus is to help individuals and families at risk of homelessness maintain their current housing or remain in their existing housing until a different housing unit can be identified. Additionally, the coronavirus pandemic created an economic downturn that put many at risk of losing their housing, including housing they rent or share with others. Providing housing relocation and stabilization services can help these households maintain their current housing by avoiding eviction records or additional economic insecurity caused by having to pay security deposits and other costs related to renting a new unit. Therefore, allowing recipients and subrecipients to provide housing relocation and stabilization services under the homelessness prevention component is necessary to prevent, prepare for, and respond to coronavirus. This alternative requirement does not waive the requirements at 24 CFR 576.403(c) with respect to other activities under the homelessness prevention component or with respect to any activity under the rapid re-housing component.

***Housing Stability Case Management.*** Providing housing stability case management is necessary to help program participants maintain housing; however, recipients are reporting that the limitation of 30 days for providing housing stability case management while the program participant is seeking housing does not often provide enough time to help a program participant obtain new housing, particularly in tight rental markets and where landlords are reluctant to rent to households with limited income. Therefore, HUD is waiving the 30-day limit established in 24 CFR 576.105(b)(2) to the extent necessary to allow recipients or subrecipients to provide **up to 60 days** of housing stability case management while the program participant is seeking housing. This waiver and alternative requirement is necessary to help recipients and subrecipients continue to assist program participants in obtaining new housing, which is crucial to preventing the spread of coronavirus, and will continue to be necessary after social distancing measures are no longer in effect but rental markets remain tight due to the economic downturn caused by coronavirus.

## EXHIBIT 2 – ESG GENERAL PROGRAM DESCRIPTION

### Activity Description and Category Eligibility for Services

ESG Eligible Activity	Description	Types of Persons Served
<b>Emergency Shelter</b>	<p>Essential Services may include case management, childcare, education services, employment assistance and job training, life skills training, and transportation.</p> <p>Shelter Operations may include maintenance, rent, security, fuel, insurance, utilities, food, furnishings, and supplies necessary for the operation of the emergency shelter. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual. See 24CFR-576.102.</p> <p>Additional alternative costs include temporary emergency shelter, training, hazard pay, handwashing stations and portable bathrooms, volunteer incentives and personal protective equipment. See HUD Notice CPD 20-08 Section III (E)(a-e) (f), and HUD Notice CPD 21-08 Section III (E)(h). Funds may be used to pay resources to prevent, prepare for, and respond to Coronavirus.</p>	All homeless persons meeting Categories 1-4 definitions/ requirements.
<b>Street Outreach</b>	<p>Essential Services related to reaching out to unsheltered homeless individuals and families, connecting them with emergency shelter, housing, or critical services, and providing them with urgent, non-facility-based care. Eligible costs include engagement, case management, emergency health and mental health services, transportation, and services for special populations. See 24 CFR 576.101.</p> <p>Additional alternative costs include training, hazard pay, handwashing stations, volunteer incentives and personal protective equipment. See HUD Notice CPD 20-08 Section III (E)(c-e) (g), and HUD Notice CPD 21-08 Section III (E)(h). Funds may be used to pay resources to prevent, prepare for, and respond to Coronavirus.</p>	Literally homeless Persons or Families meeting Categories 1 & 4 definitions/ requirements.
<b>Rapid Re-Housing/ Stabilization</b>	<p>Housing relocation and stabilization services and/or short-and/or medium-term rental assistance as necessary to help individuals or families living in shelters or in places not meant for human habitation move as quickly as possible into permanent housing and achieve stability in that housing. Eligible costs include rental assistance; financial assistance (rental application fees, security and utility deposits, utility payments, last month's rent, moving costs); services (housing search and placement, housing stability case management). See 24 CFR 576.104.</p> <p>Additional alternative costs include training, hazard pay, landlord incentives, volunteer incentives and personal protective equipment. See HUD Notice CPD 20-08 Section III (E)(c-d) (f-g), and HUD Notice CPD 21-08 Section III (E)(h). Funds may be used to pay resources to prevent, prepare for, and respond to Coronavirus.</p>	All homeless persons meeting Categories 1, & 4 definitions/ requirements.
<b>Homelessness Prevention/ Stabilization</b>	<p>Housing relocation and stabilization services and short-and/or medium-term rental assistance as necessary to prevent the individual or family from moving to an emergency shelter or a place not meant for human habitation.</p> <p>The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in their current housing or move into other permanent housing and achieve stability in that housing.</p> <p>Eligible costs include rental assistance; financial assistance (rental application fees, security and utility deposits, utility payments, last month's rent, moving costs); services (housing search and placement, housing stability case management). See 24 CFR 576.103.</p> <p>Additional alternative costs include training, hazard pay, landlord incentives, volunteer incentives and personal protective equipment. See HUD Notice CPD 20-08 Section III (E)(c-d) (f-g), and HUD Notice CPD 21-08 Section III (E)(h). Funds may be used to pay resources to prevent, prepare for, and respond to Coronavirus.</p>	All persons meeting Category 2, 3 & 4 definitions/ requirements.
<b>HMIS</b>	All program participants, with the exception of domestic violence (DV) and/or those assisted under legally protected categories shall be included in HMIS data collection. Exceptions shall be reported in "comparable database" per ESG regulations. See 24 CFR 576.107	All homeless persons meeting Categories 1-4 definitions/ requirements.

### EXHIBIT 3 – ESG PROGRAM REQUIREMENTS

The new Emergency Solutions Grant (ESG) signifies a shift in federal funding from traditional emergency shelter and outreach activities to homeless prevention and re-housing efforts. Effective rapid re-housing programs help people transition out of the homeless assistance system as quickly as possible, thus reducing the number of persons who are homeless within the community. Rapid re-housing also ensures that emergency shelter resources are used to serve individuals and families with the most urgent housing crises.

Written standards for providing ESG assistance in accordance with 24 CFR 576.400(e)(1) and (e)(3).

- a) Eligibility for assistance:
  - i) Eligible applicants must meet the definition of “homeless” or “at risk of becoming homeless” according to 24 CFR 576.2 and meet the record keeping requirements in 24 CFR 576.500(b),(c),(d), and (e).
  - ii) Gross household income limit: 30% of Area Median Income (AMI) for ESG funds, or 50% of AMI for ESG-CV (COVID-19) impacted households.
  - iii) Individuals and families who have insufficient resources immediately available to attain housing stability, who have moved frequently due to economic reasons, or who require short-term leasing and/or utility assistance.
- b) Coordination among emergency shelter providers, essential service providers, homelessness prevention and rapid re-housing assistance providers; other homeless assistance providers, and mainstream service and housing providers;
  - i) Promote a strategic, community-wide system to prevent and end homelessness through the coordination and integration of program components with available homeless assistance programs (§576.400[b]) and mainstream housing and service programs (§576.400[c]).

Assistance programs available for coordination and integration may include, but not be limited to:

- San Bernardino County Continuum of Care
- Interagency Council on Homelessness Participation
- County Workforce Development Department
- County Workforce Investment Board
- County Transitional Assistance Department
- Shelter Plus Care Program
- Supportive Housing Program
- HUD Veterans Affairs Supportive Housing
- Education for Homeless Children and Youth Grants
- Healthcare for the Homeless
- Programs for Runaway and Homeless Youth
- Emergency Food and Shelter program
- VA Homeless Providers Grant and Per Diem Program

### ESG PROGRAM SPECIFIC REQUIREMENTS (Continued)

Mainstream Service Programs may include, but not be limited to:

- Temporary Assistance for Needy Families (TANF)
- Social Security (SSI, SSDI)
- Medi-Cal
- Food Stamps
- Unemployment Insurance Benefits
- Veterans Benefits
- Head Start
- Mental Health and Substance Abuse Grants

- ii) Continue use of the HMIS tracking system to enable service providers to access client history and for reporting to the Department of Housing and Urban Development (HUD).
- c) Prioritize which eligible families and individuals will receive homelessness prevention assistance and which eligible families and individuals will receive rapid re-housing assistance:
  - i) Intake and case management designed to target and reach as many needy individuals and families as possible by determining those most in need and limiting resources to the minimum necessary for stabilization.
    - 1) Homeless Prevention to: 1) target those closest to becoming homeless and 2) assess wide ranging risk factors to remedy causal characteristics through case management and training.
    - 2) Rapid Re-Housing to: 1) overcome immediate housing obstacles; 2) connect individuals/families with necessary resources; and 3) identify and remedy causal characteristics through case management and training.
- d) Share of rent and utility costs program participants must pay, if any, while receiving homelessness prevention and rapid re-housing assistance;
  - i) Rental Assistance Rent Share: client to pay up to 30% of Adjusted Gross Income (based upon "ability to pay").
  - ii) Utility Assistance: client may receive assistance of up to 100% of each eligible utility (based upon "ability to pay"), including up to 6 months in arrears. Utilities are restricted to electricity, gas, and water and include security deposits.
  - iii) Considerations will be made with regard to: 1) the presence, or absence, of other resources available in the community, 2) respective challenges associated with the homelessness, and 3) the presence of exorbitant medical expenses.
- e) Program participant rental assistance eligibility and re-assessment guidance:
  - i) To target and reach as many needy individuals and families as possible; rental assistance will be limited to the minimum necessary to stabilize program participants.
  - ii) As self-sufficiency increases, rental assistance will be reduced.
  - iii) Program participants receiving rapid re-housing assistance must be re-evaluated at least every six (6) months.
  - iv) Program participants receiving homelessness prevention assistance must be re-evaluated



at least once every 3 months.

Determination of the type, amount, and duration of housing stabilization and/or relocation services to provide a program participant, including the limits, if any, on the homelessness prevention or rapid re-housing assistance that each program participant may receive, such as the maximum amount of assistance, maximum number of months the program participant receives assistance; or the maximum number of times the program participant may receive assistance.

Except as provided for housing stability case management, no program participant may receive more than 24 months of assistance in a three-year period.

**i) Rental Assistance:**

- 1) To support as many needy individuals and families as possible, rental assistance are for rents of “reasonable” expense and be limited to a maximum of 3 months for Short Term, and 4 to 18 months for Medium Term. The justification for “reasonable rents” shall be assessed based upon applicable local sub-market rents, but in no circumstance shall it exceed the local area’s Fair Market Rent (FMR) established by HUD, a waiver may be applied until September 30, 2020 during the COVID-19 pandemic, unless extended by HUD.
- 2) Program to pay rent shortfall after client-paid share of up to 30% of Adjusted Gross Income (AGI) is met. Based upon “ability to pay”, the Program may provide up to 100% of first month’s start-up costs (including security deposits).
- 3) Maximum rental assistance is not 24 months of assistance.
- 4) Program participants cannot receive more than 24 months of assistance within a three-year period.

**ii) Utility Assistance**

- 1) Program to pay up to 100% of utility start-up costs, based upon “ability to pay”, (including security deposits) for each eligible utility (electricity, gas, and/or water including up to 6 months in arrears).
- 2) Utility assistance will be limited to a maximum 24 months of assistance in a three-year period.

**iii) Motel Vouchers**

- 1) Motel vouchers may be used for emergency assistance for up to 30 days if no shelter beds available and rental housing is identified but not immediately available.
- 2) Voucher values are to be “reasonable” and are not to exceed \$85 per night.

**iv) Housing Relocation and Stabilization Services**

- 1) Case management, counseling, and training will be provided for each program participant to extent needed for the duration of program eligibility.

**f) Emergency Shelter and Street Outreach**

- i) Coordination, targeting, and providing essential services related to street outreach:
  - 1) Target and reach as many homeless individuals and families as possible; and
  - 2) Provide emergency shelter/motel vouchers as needed, while maximizing case management services to provide stable housing to the maximum number of eligible recipients.
- ii) Admission, diversion, referral, and discharge by emergency shelters assisted under ESG, including standards regarding length of stay, if any, and safeguards to meet the safety and shelter needs of special populations, e.g., victims of domestic violence, dating violence,

sexual assault, and stalking; and individuals and families who have the highest barriers to housing and are likely to be homeless the longest:

- 1) Shelters may use screening policies such as substance abuse, criminal activity to restrict its services and provide a safe environment for all clients. As necessary, restricted clients are to be referred to applicable service providers as listed under 37(b) above.
  - 2) Maximum length of stay may be determined by the policies of individual shelter service providers.
  - 3) Victim service providers protect client-level data by reporting only aggregate data in HMIS.
- iii) Assessing, prioritizing, and re-assessing individual/family needs for essential services related to shelter.
- 1) Families will be assessed based on imminent need, and reassessed monthly as case management progresses.

#### EXHIBIT 4 – SERVICE PROVIDER AGENCY GRANT MATCH REQUIREMENTS

Matching contributions for the Emergency Solutions Grant Program must adhere to Matching Requirements set forward in Part 576 Subpart C 576.201. Contributions towards the ESG program must be matched dollar-for-dollar and they must be enacted during the contract period.

##### Match/Funding Sources:

Local Government:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Private:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Fees:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Other:

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

**TOTAL:**

\$ \_\_\_\_\_

---

##### **Certification:**

I certify the information above is correct and is in compliance to Part 576, Subpart C 576.201. The ESG program will be matched for the entire contract period and full amount of the agreement. Any Request for Reimbursements submitted will be accompanied with Page 2 of Exhibit 4. Supporting documentation to sustainance the listed funding sources will be submitted to Community Development and Housing before the commencement of this agreement.

---

**Signer Name/Title**

---

**Date**

**Monthly Match Report**

***This form is to be submitted with each Reimbursement Claim. Substantiating Back-up MUST accompany this Match Report***

Match requirements must adhere to the guidelines set forward in Part 576 Subpart C 576.201. Matching contributions may be from other public or private sources or through voluntary efforts provided by any recipient or project sponsor. The match requirements must be consistent with the items list

**Match/Funding Sources:**

Local Government:

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

Private<sup>2</sup>:

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

Fees:

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

Other:

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL:**

**\$ \_\_\_\_\_**

These funds have not been used to match another grant, or a previous ESG grant. In addition, attached you will find the supporting documentation to substantiate the match information for the current month.

\_\_\_\_\_  
**Name/ Title**

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

\_\_\_\_\_  
**Signature**

## ESG - EXHIBIT 5

### Income Eligibility Calculation Worksheet

To be eligible for ESG, households must be at or below HUD's income restriction of 50% Area Median Income, as well as meet other program eligibility requirements. This worksheet must be used to determine a household income eligibility. A copy of this worksheet must be kept in the file. **PLEASE ENTER DATA IN THE YELLOW CELLS, THE OTHER CELLS WILL AUTOPOPULATE.**

Household Member	Household Member Name	Age Status				
1		Adult; 18+ years				
2		Adult; 18+ years				
3		Adult; 18+ years				
4		Minor				
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
<b>Total Household Size</b>		<b>2</b>				
<b>Maximum Income at 50% Area Median Income for Household Size</b>		<b>\$ 30,150.00</b>				
Household Member	Source of Income	Gross Documented Current Income Amount	Frequency of Income	Number of Payments Per Year	Annual Gross Income	Income Docs in File
0	SSI/SSDI	\$ 1,200.00	Monthly	12	\$ 14,400.00	Yes
0	Unemployment and Disability Income	\$ 125.00	Weekly	52	\$ 6,500.00	No
0	Not Applicable; No Income	\$ -	Not Applicable	0	\$ -	N/A
0	Not Applicable; Minor	\$ -	Not Applicable	0	\$ -	N/A
0	Not Applicable; Minor	\$ -	Not Applicable	0	\$ -	N/A
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
0		\$ -	*	0	\$ -	
<b>Total Gross Household Income from All Sources</b>					<b>\$ 20,900.00</b>	
<b>Is Household Eligible for services? (household income meets 50% limit)</b>					<b>Yes</b>	
<b>Is the household seeking Homelessness Prevention (HP) Services?</b>					<b>Yes</b>	
<b>Is the household eligible for Homelessness Prevention (HP) Services?</b>					<b>Yes</b>	

## ESG - EXHIBIT 5

sample  
sample  
sample  
sample  
sample

Sample  
Sample  
Sample  
Sample

Frequency of Income	# of PP
*	0
Not Applicable	0
Weekly	52
Monthly	12
Bi-Weekly	26
Every Two Weeks	24
Annually	1

Income Sources
Earned Income
Not Applicable; Minor
Not Applicable; No Income
Self-employment/business income
Interest and Dividen Income
Pension and Retirement Income
Unemployment and Disability Income
SSI/SSDI
TANF/Public Assistance
Alimony, Child Support and Foster Care Income
Armed Forces Incoe
Other: Please Specify

Income Docs in File
Yes
N/A
No

Is Household Seeking HP Services
Yes
No

2020 ESG Income Limits	
Household Size	Max. Income
1	\$ 26,400.00
2	\$ 30,150.00
3	\$ 33,900.00
4	\$ 37,650.00
5	\$ 40,700.00
6	\$ 43,700.00
7	\$ 46,700.00
8	\$ 49,700.00

Age Status	
Adult; 18+ years	
Minor	

## Exhibit 6 – Housing Status Certification Forms Instructions

The following instructions are to be used when completing Exhibit 6 – Housing Status Certification Forms. Exhibit 6 must be completed for each individual adult client receiving Emergency Solutions Grant (ESG). Each adult client, considered part of the household, must have all documents completed and in the client file.

### HOUSING STATUS CERTIFICATION

The Housing Status Certification form identifies the housing status for applicants requesting ESG assistance. Subgrantees are responsible for identifying each applicants housing status and collecting all supporting documentation that supports the housing status identified.

Steps:

1. Enter the clients General Information along with the Case Manager's information who is working with the client.
2. Identify the Clients Housing Status, client should fall under one of the respective categories. Applicants can fall under one of the following categories:
  - a. Chronically Homeless (if client is chronically homeless, they must be identified as such and third-party documentation must be in the client file substantiating chronicity;
  - b. Category 1 - Literally Homeless;
  - c. Category 2- Imminent Risk of Homeless;
  - d. Category 3 - Homeless under Other Federal Statutes; or
  - e. Category 4 - Fleeing/ Attempting to Flee Domestic Violence.

**Please note that applicants MUST fall under only one of the identified categories.** The category of homeless classification determines the type of services that prospective client may be eligible to receive. For example, a client that is determined to be homeless under Category 1 may only be eligible for Emergency Shelter, Street Outreach and Rapid Re-Housing services. A client that is determined to meet eligibility under Category 2 is only eligible to receive services under Emergency Shelter and Homelessness Prevention.

3. The Housing Status Certification Form must be completed with the ALL requested information along with all the required signatures and dates. Failure to complete the form will result in the form being considered as "INCOMPLETE" and the expenses related to the client denied. If information is requested on the form and is not readily available, please do not leave the form blank, indicate that the information is either not available or not applicable, and indicate why. It is imperative to ensure all dates are completed, dates help determine eligibility. **If dates are not accurately provided on the forms, the services/clients will be deemed ineligible.**
4. If case manager is determining homeless status based upon written observation, the written observation must contain the following details:
  - a. Date
  - b. Place/location of observation



- c. Details leading case manager to determine homeless status.

Below is a sample of the written observation:

The family of 4 has indicated that they have been homeless and living in their vehicle since Wednesday, June 2, 2018. On July 2, 2018, I, Jane Doe (case manager/street outreach worker, etc.), personally observed what appeared to be the family of 4 living in a black, late model vehicle Ford Escort located near 4<sup>th</sup> and Main Street in the city of Redlands. The family's personal belongings could be observed in the vehicle. The location of the vehicle was parked near a convenience store, I spoke with the convenience store clerk and was able to confirm that the family/vehicle has had a presence in the area for a few weeks and the family appeared to be homeless to the clerk.

### **RECORDKEEPING REQUIREMENTS**

The Recordkeeping Requirement form demonstrates what type of information was collected to support the applicants Housing Status.

Steps:

1. Indicate the type of documentation that was collected in order to identify the client's housing status. Please be sure to collect all supporting documentation and maintain it in the applicants file.
2. Please ensure to keep a log/list of efforts made to obtain third-party documentation before allowing client to self-certify income and/or homeless status.
3. In the event that applicants are unable to provide the required documentation, applicants can complete the "Self- Certification" form and certify their housing status and income verification.  
**Self-Certification must be the last reasonable attempt towards collecting the required documentation that substantiates a client's housing status and income.**

### **LACK OF AVAILABLE EMERGENCY SHELTER CERTIFICATION**

Motel vouchers are to be used when there is no suitable emergency shelter available. The Lack of Available Emergency Shelter Certification indicates that attempts were made by the servicing agency to place the client in an emergency shelter before a motel voucher was issued. Once form, per household, is required.

Steps:

1. Complete the Lack of Available Emergency Shelter Certification form by providing the information for each shelter contacted in the efforts to place the client(s). There will be instances where a client is not placed in an available. If beds were available and the client was not placed, please provide an explanation as to why the client was not referred to the shelter (i.e. composition of family, age of son, location of shelter and no available transportation for family, etc.).

## **Verification Tracking of Income**

The Verification Tracking of Income is to certify the applicant's income is at or below the income limit threshold established by the Department of Housing and Urban Development (HUD).

Steps:

1. The case manager must record all attempts made to obtain the necessary information to verify the applicant's income. Attempts to collect the information must be done in the following matter:
  - a. Utilize Third-Party Source Information
  - b. Third-Party Written
  - c. Third-Party Oral
  - d. Self-Certification
2. Self-Certification must be the last source of information used by the agency. The agency must make a reasonable attempt towards collecting the applicant's information through an external third-party. For the self-certification of income to be accepted, it will be required that agency has documented efforts made to obtain information using other methods, first.

**Please note: regardless of how the income information was obtained, if the client receives any income, the Income Calculation Worksheet must be completed for all sources for all adult household members to demonstrate 50% income limits are met at initial intake for homeless prevention and at recertification for homelessness prevention and rapid rehousing.**

## EXHIBIT 6 – HOUSING STATUS CERTIFICATION FORMS

### HOUSING STATUS CERTIFICATION FORM

*Form must be completed for each adult applicant requesting ESG assistance*

Service Provider Case Manager: **Tesha Smith**

ESG Applicant Name: **Terry Jones** Intake Date (Date of Entry): **12/02/2018**

Date of Entry into HMIS: **12/03/2018** HMIS (Client Identification): **44791**

Check one, please complete a form for each adult household member:

- ☒ I am a household size of **1** adult(s) with no dependent children  
☐ I am a household size of \_\_\_\_ adult(s) with \_\_\_\_ dependent children

**This is to certify that the above named individual or household is currently homeless based on the following and other indicated information and the signed declaration by the applicant. (See page 3 for recordkeeping requirements)**

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**CHRONICALLY HOMELESS: (If chronically homeless, the General Homeless Certification must also be completed).**

- ☐ Individual or family:
- (i) Homeless and lives or resides in a place not meant for human habitation, a safe haven or in an emergency shelter;  
**or**
  - (ii) Has been homeless and living or residing in a place not meant for human habitation, a safe haven, or in an emergency shelter continuously for at least one year or on at least four separate occasions in the last three years;  
**and**
  - (iii) Has an adult head of household (or a minor head of household if no adult is present in the household) with a diagnosable substance use disorder, serious mental illness, developmental disability (as defined in Section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 U.S.C. 15002)), post-traumatic stress disorder, cognitive impairments resulting from a brain injury, or chronic physical illness or disability, including the co-occurrence of 2 or more of those conditions.

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#### CATEGORY 1 – Literally Homeless

- ☒ **Emergency Shelter**  
☐ Street Outreach  
☐ Rapid Re-Housing

**Check only one: I am an individual or family who lacks a fixed, regular, and adequate nighttime residence as follows:**

- ☒ **My primary nighttime residence is a public or private place not meant for human habitation;**
- ☐ I [and my children] are living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels/motels paid for by charitable organizations or by federal, state, and local government programs);
- ☐ I am exiting an institution where I have resided for 90 days or less and resided in an emergency shelter or place not meant for human habitation immediately before entering that institution

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#### CATEGORY 2 – Imminent Risk of Homelessness

- ☐ Emergency Shelter  
☐ Homelessness Prevention

**I am an individual or family at imminent risk of losing my primary nighttime residence homelessness and have all of the following circumstances:**

- ☐ My residence will be lost within 14 days of the date of this notice; and  
☐ No subsequent residence has been identified; and  
☐ I (and my children) lack the resources or support networks needed to obtain permanent housing
- 

**CATEGORY 3 – Homeless under other Federal Statutes**

- ☐ Emergency Shelter  
☐ Homelessness Prevention

**I am an unaccompanied youth under 25 years of age, or a family with children and youth, who do not otherwise qualify as homeless, but am meet all of the following circumstances:**

- ☐ I am defined as homeless under another federal statute;  
☐ I have not had a lease, ownership interest, or occupancy agreement in permanent housing during the 60 days prior to this application for assistance;  
☐ I have experienced persistent instability as measured by two moves or more during the preceding 60 days; and  
☐ I expect to continue in such status for an extended period of time due to special needs or barriers defined as follows:
- 
- 
- 

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**CATEGORY 4 – Fleeing/ Attempting to Flee Domestic Violence**

- ☐ Emergency Shelter  
☐ Homelessness Prevention  
☐ Street Outreach  
☐ Rapid Re-Housing
- ☐ I am an individual or family that is:
- Fleeing , or attempting to flee, domestic violence;
  - Have no other residence; and
  - Lack the resources or support networks to obtain other permanent housing
- 

**Applicant must certify the following if true and correct:**

- ☐ I hereby certify, under penalty of perjury, that no subsequent residence has been identified for me at this time.  
**(Category 1, Category 2 and Category 4)**  
☐ I hereby certify, under penalty of perjury, the information above and any other information I have provided in applying for ESG assistance is true and complete.

ESG Applicant Signature: \_\_\_\_\_

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

SEE SIGNATURES ON NEXT PAGE

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For official use only:

**ESG Staff Certification**

I understand that third-party verification should be provided and is the preferred method of certifying homeless status and verification of income. I understand self-declaration of housing status is only permitted when I have attempted, but have been unsuccessful obtaining third party verification, or I was unable to make an observation to confirm homeless status.

*I hereby certify that I attempted to document and/or obtain the third-party verification reflected on page 3 of this form. The attempted actions were (please provide details of how information was attempted to be verified i.e. calls made, dates, etc.):*

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ESG Staff Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Client Certification**

I hereby certify, under penalty of perjury, that the information I have provided on this form is true and correct, to the best of my knowledge, and that I do not have any documents or forms in my possession, nor am I able to obtain such documents to verify homelessness, at risk of homelessness, income or other information hereby provided.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Witness \_\_\_\_\_ Date \_\_\_\_\_

**WARNING: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements or misrepresentations to any department or Agency of the United States as to any matter within its jurisdiction.**

## RECORDKEEPING REQUIREMENTS

ESG Applicant Name: Jonathan Jones

Indicate the type of documentation that was collected in order to identify client's homeless status.

RECORDKEEPING REQUIREMENTS	<b>CATEGORY 1</b> EMERGENCY SHELTER STREET OUTREACH RAPID RE-HOUSING	Literally Homeless	<input checked="" type="checkbox"/> <b>Written observation by the outreach worker; <u>or</u></b> <input type="checkbox"/> Written referral by another housing or service provider; <u>or</u> <input type="checkbox"/> Certification by individual or head of household seeking assistance stating that (s)he was living on the streets or in shelter <input type="checkbox"/> For individuals exiting an institution-one of the forms of evidence above; <b>and:</b> <input type="checkbox"/> <b>Discharge paperwork <u>or</u> written/oral referral, <u>or</u></b> <input type="checkbox"/> <b>Written record of intake worker's due diligence to obtain above evidence <u>and</u> certification by individual that they exited institution</b>
	<b>CATEGORY 2</b> EMERGENCY SHELTER HOMELESSNESS PREVENTION	Imminent Risk of Homelessness	<input type="checkbox"/> A Three-day Pay or Quit Notice with proper proof of service <input type="checkbox"/> A court order resulting from an eviction action notifying the individual or family that they must leave <u>or</u> <input type="checkbox"/> For individual and families leaving a motel-evidence that they lack the financial resources to stay; <u>or</u> <input type="checkbox"/> A documented and verified oral statement; <b>and</b> <input type="checkbox"/> <b>Certification that no subsequent residence has been identified; <u>and</u></b> <input type="checkbox"/> <b>Self-certification or other written documentation that the individual lacks the financial resources and support necessary to obtain permanent housing</b>
	<b>CATEGORY 3</b> EMERGENCY SHELTER HOMELESSNESS PREVENTION	Homeless under other Federal statutes	<input type="checkbox"/> Certification by the nonprofit or state or local government that the individual or head of household seeking assistance met the criteria of homelessness under another federal statute; <b>and</b> <input type="checkbox"/> Certification of no Permanent Housing in last 60 days; <b>and</b> <input type="checkbox"/> Certification by the individual or head of household, and any available supporting documentation, that (s)he has moved two or more times in the past 60 days; <b>and</b> <input type="checkbox"/> Documentation of special needs <u>or</u> 2 or more barriers
	<b>CATEGORY 4</b> EMERGENCY SHELTER STREET OUTREACH RAPID RE-HOUSING HOMELESSNESS PREVENTION	Fleeing/ Attempting to Flee Domestic Violence	<b>For victim service providers:</b> <input type="checkbox"/> An oral statement by the individual or head of household seeking assistance which states: they are fleeing; they have not subsequent residence; and they lack resources. Statement must be documented by a self-certification or certification by the intake worker. <b>For non-victim service providers:</b> <input type="checkbox"/> Oral statement by the individual or head of household seeking assistance that they are fleeing. This statement is documented by a self-certification or by the caseworker. Where the safety of the individual or family is not jeopardized, the oral statement must be verified; <b>and</b> <input type="checkbox"/> Certification by the individual or head of household that no subsequent residence has been identified; <b>and</b> <input type="checkbox"/> Self-certification, or other written documentation, that the individual or family lacks the financial resources and support networks to obtain other permanent housing.

## WRITTEN OBSERVATION OF HOMELESS STATUS

**Instructions:** This form is to be completed by the servicing agency when third-party documentation verifying homeless status of a client is not readily available. The written observation is to be used as the second method of verifying status and is preferred over self-certification by the client. The client's self-certification is only acceptable when it is absolutely not practical or feasible to obtain a third-party verification or a written observation by the case worker, intake worker, outreach worker, etc. The self-certification may be used when it is the only way the agency is able to verify information related to the ESG program eligibility.

**This section MUST be completed by the applicant/participant. If the applicant requires assistance (i.e. is not literal and is unable to write, or does not write in English, the case manager must ensure that the certification is in the words of the client and is written in first-person; certifications written in third-person will not be accepted.**

**Date:** 12/2/2018

**Name of Head of Household:** Jonathan Jones

**Unit address:** \_\_\_\_\_ Homeless; not applicable \_\_\_\_\_  
Street Address Apt. # City State Zip Code

**Telephone Number:** (\_\_\_\_) \_\_\_\_\_ n/a \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_ n/a \_\_\_\_\_

### Self-Certification (Select one of the following)

- ☒ Lack of sufficient financial resources and/or support networks and no subsequent residence has been identified;
- ☐ Fleeing domestic violence;
- ☐ Living on street or in shelter;
- ☐ Exiting from institution
- ☐ Other (please describe): \_\_\_\_\_

I, Tesha Smith, certify that I can attest to the client's current homeless status by personal observation. Mr. Jones currently resides in the river wash adjacent to the Cold Stone Convenience store. His personal effects, including his portable tent were visible and present onsite at the time of my visitation to confirm his homeless status. My visit was conducted on 12/2/2018 at 1:15 p.m. I was accompanied by Deputy Paul Wiseman of the HOPE team who has had contact with the client for over 2 years. At this time it can be determined that Mr. Jones meets the chronicity time test for to meet the Chronic Homeless definition; however, we are unable to make the determination regarding the diagnosable substance use disorder, serious mental illness, developmental disability. At this time, Mr. Jones is determined to meet the Literally Homeless, Category 1 definition homelessness and will be provided services under this category at this time of determination.

## SELF-CERTIFICATION FORM

**Instructions:** This form is to be completed by applicants or program participants when they are unable to provide required verifications or other documents and self-certification is the only way the agency is able to verify information related to the ESG program eligibility. A self-certification must be provided for each adult member in the household.

This certification **MUST** be completed by the applicant/participant. If the applicant requires assistance to write the certification because they are unable to write or does not speak/write English, the case manager must ensure that the certification is in the words of the client and is written in first-person (i.e. I have been homeless); certifications written in third-person (i.e. He is homeless because) will not be accepted. The certification must include details as to the approximate date the became homeless (i.e. I became homeless on or around February 2, 2018), where the client is currently sleeping (i.e. I am sleeping in Patriot Park or under the Golden Street bridge, I stay at Hodge Lodge hotel but no longer can pay, etc.), events leading up to homelessness (i.e. I was evicted on December 28, 2017 and had to vacate the premises). Please note: attempts must be made to certify the information. Vague certification such as I am homeless will not be permitted.

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

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

**I am:** ☐ the Head of Household

☐ an Adult Household Member

**Telephone Number:** (\_\_\_\_) \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

**Self-Certification (select one of the following):**

- ☐ Lack of sufficient financial resources and/or support networks and no subsequent residence has been identified;
- ☐ Fleeing domestic violence;
- ☐ Living on street or in shelter;
- ☐ Exiting from institution
- ☐ Other (please describe):

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### LACK OF AVAILABLE EMERGENCY SHELTER CERTIFICATION

Prior to issuing motel vouchers, an effort must be made to place clients in available Emergency Shelters. If, at the time of service, not shelter beds/space is available, a client may be assisted with motel vouchers. Please complete the certification demonstrating an attempt was made to identify available shelter beds/space before the issuance of the motel voucher.

I/We \_\_\_\_\_ (ESG staff member), hereby certify that appropriate shelter bed(s)/space was not available on \_\_\_\_\_ (date) at the time of motel shelter voucher issuance. I/We made reasonable attempts to place the client, but were unsuccessful. The following shelters were contacted:

Name of Shelter and Location	Number of Beds Available	Date Checked by Staff

Please provide an explanation if shelter bed(s)/space were available but the client was not placed:

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\_\_\_\_\_  
Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Staff Name (PRINTED)

## VERIFICATION TRACKING OF INCOME

### PLEASE COMPLETE ONE FOR EACH ADULT HOUSEHOLD MEMBER

Head of Household: Jonathan Jones Date: 12/2/18

Type of Intake: ☒ Intake/Screening ☐ Three-month Certification

Agencies must record all attempts to obtain required verifications in the order specified:

**Step 1. Third-Party Source:** Were verification documents provided by the client?

- ☐ Yes – Please Complete Income Calculation Worksheet\* to determine eligibility.
- ☒ No – Proceed to Third-Party Written (provide explanation). Go to Step 2 if income could not be verified by Step 1 and explanation has been provided.

**Step 2. Third-Party Written:** Request verification of income from stated income source(s).

Date of request: \_\_\_\_\_ (Retain copy of request in client file)

- ☐ Documents received within 10 business days – complete Income Calculation Worksheet.
- ☐ Documents not received within 10 business days – Proceed to Third-Party Oral. Go to Step 3 if income could not be verified in Step 2.

**Step 3. Third-Party Oral:** Intake staff contacts third-party sources identified by the household. Record date, source(s)/person(s) contacted. Please document income information, if provided, or reason(s) for not obtaining information:

Client is homeless and has verified homelessness in excess of 2 years. Client does not have income, a copy of a Passport to Income issued by the County shows no income benefits to client. Additionally, Social Security benefits were unable to be confirmed. I, Tesha Smith, contacted the SSA and County of SB DPSS on 12/2/2018 and was not able to verify the existence of income.

If sufficient income information is provided, complete Income Calculation Worksheet to determine eligibility; otherwise, proceed to **Step 4, Self-Certification**.

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**Step 4. Self-Certification:** ONLY use Step 4 to verify income after attempting and documenting attempts made in Steps 1-3.

Source: \_\_\_\_\_ Amount: \_\_\_\_\_ Frequency: \_\_\_\_\_  
Source: \_\_\_\_\_ Amount: \_\_\_\_\_ Frequency: \_\_\_\_\_  
Source: \_\_\_\_\_ Amount: \_\_\_\_\_ Frequency: \_\_\_\_\_

Total Monthly Income: \_\_\_\_\_

I certify, under penalty of perjury, that the information I have provided on this form is true and correct, to the best of my knowledge and that I do not have income from any source at this time. This is true and correct to the best of my knowledge.

Client signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Office Staff Use Only – PLEASE SIGN IF CLIENT IS SELF-CERTIFYING INCOME**

I have made one or more attempts to obtain the required income verification and have documented those efforts.

\_\_\_\_\_  
Staff Name/ Title

\_\_\_\_\_  
Date

\* ESG Income Limits and Income Eligibility Calculator located on the HUD Exchange: <https://www.hudexchange.info/incomecalculator/>

## EXHIBIT 7 – REIMBURSEMENT CERTIFICATIONS

Please verify, through signature below, the following activities have been completed for the attached claims submitted for the month(s) of \_\_\_\_\_.

I certify that the following has taken place relative to the reimbursements requested:

- ☐ ESG Service Provider Agency's Grant Match Report (Exhibit 4)- NOT APPLICABLE
- ☐ ESG Client Reporting Data (Exhibit 5)
- ☐ The Request for Reimbursement submitted is for eligible cost listed in Part 576 – Emergency Solutions Grant Program and adheres to all program requirements.
- ☐ Client Information has been inputted into HMIS and has been completed for each person receiving Emergency Solutions Grant (ESG).
- ☐ A Housing Status Certification form (Exhibit 4 Page 1 and 2) and all Record Requirements (Exhibit 4 Page 3) have been completed and placed in the client file.
- ☐ A Verification Tracking of Income (Exhibit 4 Page 4 of 5) form and related documentation has been completed and placed in the client's file for each individual/household for whom these claims pertain. In addition, for each individual/household for whom required verifications or other documentation cannot be provided for their respective claims, a Self-Certification Form (Exhibit 4 Page 5 of 5) has been completed, signed by the client, and placed in the client's file.
- ☐ For Rapid Re-Housing Rental Assistance, the following has been completed and placed in the client file:
  - 1) Homeless status has been verified;
  - 2) Rent Reasonableness analysis has been completed;
  - 3) Initial HQS inspection has been performed;
  - 4) Fair Market Rent (Exhibit 8) *minus utility costs* has not been exceeded, if so, a waiver has been placed to file; and
  - 5) the Rental Assistance cap has not been exceeded.
- ☐ For Homelessness Prevention Rental Assistance, the following has been completed and placed in the client file:
  - 1) Homeless status has been verified;
  - 2) Rent Reasonableness analysis has been completed;
  - 3) Initial HQS inspection has been performed;
  - 4) Fair Market Rent (Exhibit 8) *minus utility costs* has not been exceeded, if so, a waiver has been placed to file; and
  - 5) the Rental Assistance cap has not been exceeded.
- ☐ If an individual/household is no longer eligible for rental assistance, a written notice containing a clear statement for the reason has been provided.

Authorized Signature \_\_\_\_\_ Agency Name: \_\_\_\_\_

Signer's Name & Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Exhibit 8 - ESG FAIR MARKET RENT AND RENT REASONABLENESS CERTIFICATION

(Please complete for ESG Applicants receiving Rapid Re-Housing and/or Homelessness Prevention)

Providing rental assistance through the Emergency Solutions Grant (ESG) program, which includes ESG-CV1 and ESG-CV2 funding, requires adherence to both Fair Market Rents (FMRs) and Rent Reasonableness standards to determine whether a specific unit can be assisted with short-or medium-term rental assistance. The ESG program allows short-and medium-term rental assistance to be provided to eligible program participants only when the rent, including utilities (gross rent), for the housing unit:

- Does not exceed the annual Fair Market Rent (FMR) established by HUD for each geographic area, as provided under 24 CFR 888 and 24 CFR 982.503. **PLEASE NOTE: AS AN EXCEPTION MADE AS A RESULT OF THE COVID-19 PANDEMIC, IF THE FMR TEST IS NOT MET, A WAIVER MAY BE PLACED TO FILE. THE WAIVER IS CURRENTLY AVAILABLE UNTIL SEPTEMBER 30, 2020 OR UNTIL EXTENDED BY HUD;** and
- Complies with HUD's standard of Rent Reasonableness, as established under 24 CFR 982.507.2

Please use this form to ensure the subject unit meets the Fair Market Rent **AND** Rent Reasonable Tests. If a unit does not meet both tests, it is not deemed eligible and ESG funds, in whole or part, may not be used to assist the client for the ineligible unit.

**A. Fair Market Rent:** Please complete the table below to determine if the Proposed Unit is in compliance with the FMR's<sup>1</sup> set forward by the Department of Housing and Urban Development (HUD).

Enter the number of bedroom(s) \_\_\_\_\_

$$\begin{array}{ccc} \text{_____} & + & \text{_____} \\ \text{Contract Rent} & & \text{Utility Allowance} \end{array} = \text{_____} \text{ Proposed Gross Rent}$$

Proposed gross rent ☐ does ☐ does not exceed applicable Fair Market Rent of \$\_\_\_\_\_ for the unit size. If the gross rent exceeds Fair Market Rent, a waiver is required to be placed on file.

Year	Efficiency (Studio)	One Bedroom	Two Bedroom	Three Bedroom	Four Bedroom
<b>Final FY 2021 FMR</b> Effective October 1, 2020	\$955	\$1,106	\$1,390	\$1,917	\$2,369
<b>Final FY 2020 FMR</b> Effective Until September 30, 2020	\$875	\$1,030	\$1,289	\$1,789	\$2,216

<sup>1</sup>[https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2021\\_code/2021summary.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2021_code/2021summary.odn)

**B. Rent Reasonableness:** To determine whether the proposed unit is eligible for assistance under the ESG program, the Service Provider must complete a Rent Reasonableness test to evaluate the items listed in the table below (Table 1.2). Rent Reasonableness<sup>2</sup> is designed to ensure rent being charged for the subject unit is reasonable in relation to rents being charged for comparable units in the same market.

	Subject Unit	Comparable Unit #1	Comparable Unit #2	Comparable Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility (i.e. near bus, transit, freeways, etc.)				
Amenities Site (i.e. pool): Neighborhood (park, etc.):				
Age in Years				
Utilities (type) (i.e. gas, electric)				
Utilities Tenant or Property Paid				
Utility Allowance				
Unit Rent				
Gross Rent (Utility Allowance + Unit Rent)				
Handicap Accessible				

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit is:

☐ reasonable ☐ not reasonable

I hereby certify that the FMR and the Rent Reasonableness tests have been conducted and this unit is determined to be: ☐ eligible, meeting both tests

☐ not eligible, waiver placed to file

Name:	Signature:	Date:
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<sup>2</sup> <https://www.hudexchange.info/resources/documents/CoC-Rent-Reasonableness-and-FMR.pdf>

## Habitability Standards Checklist for Permanent Housing

**(Checklist must be completed for Rapid Re-Housing and Homelessness Prevention activities)**

The standards for housing unit inspections under are the limited HQS standards described in 24 CFR 576.403. Inspections must be conducted on units used for Rapid Re-Housing and Homeless Prevention even if only a minimal amount of assistance is provided for rental assistance. The Habitability Standards are different from Housing Quality Standards (HQS) used for other HUD programs. If ESG funds are used for a program participant to remain in or move into a unit, a habitability inspection must be conducted. **PLEASE NOTE: DURING THE COVID-19 PANDEMIC, HABITABILITY INSPECTIONS MAY BE CONDUCTED REMOTELY USING TECHNOLOGICAL MEANS SUCH AS WITH DATE-STAMPED PHOTOGRAPHS AND VIDEOS.**

### Property Information

Tenant name: _____	Unit Street Address: _____
City: _____	State: _____ Zip: _____
*****	
Landlord Name: _____	Landlord Phone#: _____
Landlord Address: _____	City: _____ State: _____ Zip: _____

**Instructions:** Mark each statement as 'A' for approved or 'D' for deficient. The property must meet all standards in order to be approved. A copy of this checklist should be placed in the client file.

Approved (A) Deficient (D)	Element
	1. <i>Structure and materials:</i> The structures must be structurally sound so as not to pose any threat to the health and safety of the occupants and so as to protect the residents from hazards.
	2. <i>Space and security:</i> Each resident must be afforded adequate space and security for themselves and their belongings. Each resident must be provided with an acceptable place to sleep.
	3. <i>Interior air quality:</i> Every room or space must be provided with natural or mechanical ventilation. Structures must be free of pollutants in the air at levels that threaten the health of residents.
	4. <i>Water Supply:</i> The water supply must be free from contamination.
	5. <i>Sanitary Facilities:</i> Residents have access to sufficient sanitary facilities that are in proper operating condition and are adequate for personal cleanliness and disposal of human waste.
	6. <i>Thermal environment:</i> Housing has adequate heating and/or cooling facilities in proper condition.
	7. <i>Illumination and electricity:</i> The housing must have adequate natural or artificial illumination to permit normal indoor activities and to support the health and safety of residents. Sufficient electrical sources must be provided to permit use of essential electrical appliances while assuring safety from fire.
	8. <i>Food preparation and refuse disposal:</i> All food preparation areas must contain suitable space and equipment to store, prepare, and serve food in a sanitary manner.
	9. <i>Sanitary condition:</i> The housing and any equipment must be maintained in sanitary condition.
	10. <i>Fire safety:</i> A.) There is a second means of exiting the building in the event of fire or other emergency. B.) Each unit must include at least one battery-operated or hard-wired smoke detector, in proper working condition, on each occupied level of the unit. C.) If the unit is occupied by hearing-impaired persons, smoke detectors must have an alarm system designed for hearing-impaired persons in each bedroom occupied. D.) The public areas are equipped with a sufficient number, but not less than one for each area, of battery-operated or hard-wired smoke detectors.
	11. Meets additional recipient/subrecipient standards, if any

### Certification Statement

I certify that I have evaluated the property located at the address above using the modified process as permitted during the COVID-19 Pandemic and determine the following:

☐ Property Meets All of the Above Standards
 ☐ Property Does not Meet all of the Above Standard  
 Therefore, property is:
 ☐ Approved
 ☐ Not Approved

Inspector's Signature \_\_\_\_\_

Date \_\_\_\_\_

**UNIT TYPE: APARTMENT****ESG Income Limits, Fair Market Rents and Utility Allowance Schedules  
Riverside-San Bernardino Counties – 50% Area Median Incomes**

**Note:** Rents are effective on the date provided by HUD; however, the tenant(s) must receive a minimum of 30 days written notice prior to adjusting the rents. Rents, Income Limits, and Utility Allowance schedules are updated annually.

**ESG PROGRAM INCOME LIMITS – 50% of Area Median Income<sup>1</sup> (ESG-CV funding permits AMI limits up to 50% as opposed to the typical 30%)**

ESG ANNUAL INCOME LIMITS								
Family Size	1	2	3	4	5	6	7	8
FY 2021- 50% Income Effective April 1, 2021	\$27,650	\$31,600	\$35,550	\$39,500	\$42,700	\$45,850	\$49,000	\$52,150

MAXIMUM FAIR MARKET RENT BY UNIT SIZE AND INCOME LIMIT RESTRICTIONS <sup>2</sup>					
Unit Size by No. of Bedrooms	0	1	2	3	4
<b>Example:</b> <b>Utility Allowance for a 2 bedroom unit <u>may</u> include:</b> \$11 Heating – Gas \$17 Air Conditioning - Electric \$39 Other Electric - Lighting & Refrigeration <u>\$14 Water Heating</u> <b>\$91 Total Utility Allowance</b>			<b>Example:</b> <b><u>Tenant Paid Utilities</u></b> \$662 Net Rent paid by tenant <u>\$ 91 Utility Allowance</u> <b>\$753 Maximum Rent</b>		
<b>The monthly rent plus utility allowance <u>cannot exceed</u> Fair Market Rents (FMR) indicated below for the appropriate number of bedrooms.</b>					
<b>1) MAXIMUM RENTS IF UTILITIES ARE PAID BY THE PROPERTY OWNER:</b> If the <u>property owner pays the utilities</u> , the maximum allowable rent (including the owner paid utilities) may not exceed the amount indicated below for the appropriate number of bedrooms; or					
<b>2) MAXIMUM RENTS IF UTILITIES ARE PAID BY THE TENANT(S):</b> If the some or all of the utilities are <u>paid by the tenant(s)</u> , the maximum allowable rent plus utilities based on the "Utility Allowance Schedule" cannot exceed the amounts indicated below for the appropriate number of bedrooms.					

**1 Source for Incomes:** [https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2021\\_code/2021summary.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2021_code/2021summary.odn)

\* ESG does not use the ELI measure to establish income limits but instead uses the 30% of Area Median Income (AMI) income limits. Please use the 50 percent AMI tables. If ESG recipients/subrecipients were to use the ELI standard, some applicants for ESG assistance might be falsely determined to be eligible for homelessness prevention assistance, when actually their incomes were over 30 percent AMI. Under the ESG program, income eligibility is based on the HUD income limits in effect at the time of income verification. Income eligibility is not based on HUD income limits that correspond with the grant year under which the ESG funds were awarded.

**2 Source for Fair Market Rents (FMR):**

[http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2020\\_code/2020summary.odn?year=2020&fmrtype=Final&selection\\_ty pe=county&fips=0607199999](http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2020_code/2020summary.odn?year=2020&fmrtype=Final&selection_ty pe=county&fips=0607199999)

APARTMENTS UTILITY ALLOWANCE SCHEDULE <sup>3</sup> EFFECTIVE 10/01/2019						
Utility or Service		Unit Size Allowance By Number of Bedrooms				
		0-BR	1-BR	2-BR	3-BR	4-BR
Heating	Natural Gas	9	11	12	14	16
	Electric	20	25	31	38	44
	Bottle Gas	22	27	29	34	39
Air Conditioning		12	14	27	38	48
Cooking	Natural Gas	9	10	11	12	13
	Electric	10	12	15	21	26
	Bottle Gas	22	24	27	29	31
Other Electric		36	42	55	69	84
Water Heating	Natural Gas	10	12	17	22	26
	Electric	21	27	44	57	68
	Bottle Gas	24	29	41	53	63
Water Service - Domestic Use		36	38	42	46	51
Sewer Service		36	36	36	36	36
Trash Collection		23	23	23	23	23
Refrigerator (if supplied by tenant)		4	4	4	4	4
Stove/Range/Microwave (if supplied by tenant)		4	4	70	4	4

## UNIT TYPE: DETACHED HOMES (SINGLE FAMILY)

### ESG Income Limits, Fair Market Rents and Utility Allowance Schedules Riverside-San Bernardino Counties – 50% Area Median Incomes

**Note:** Rents are effective on the date provided by HUD; however, the tenant(s) must receive a minimum of 30 days written notice prior to adjusting the rents. Rents, Income Limits, and Utility Allowance schedules are updated annually.

**ESG PROGRAM INCOME LIMITS – 50% of Area Median Income<sup>2</sup> (ESG-CV funding permits AMI limits up to 50% as opposed to the typical 30%)**

ESG ANNUAL INCOME LIMITS								
Family Size	1	2	3	4	5	6	7	8
FY 2021- 50% Income Effective April 1, 2021	\$27,650	\$31,600	\$35,550	\$39,500	\$42,700	\$45,850	\$49,000	\$52,150

MAXIMUM FAIR MARKET RENT BY UNIT SIZE AND INCOME LIMIT RESTRICTIONS <sup>2</sup>					
Unit Size by No. of Bedrooms	0	1	2	3	4
<b>Example:</b> <b>Utility Allowance for a 2 bedroom unit <u>may</u> include:</b> \$11 Heating – Gas \$17 Air Conditioning - Electric \$39 Other Electric - Lighting & Refrigeration \$14 Water Heating <b>\$91 Total Utility Allowance</b>			<b>Example:</b> <b><u>Tenant Paid Utilities</u></b> \$662 Net Rent paid by tenant \$ 91 <u>Utility Allowance</u> <b>\$753 Maximum Rent</b>		

The monthly rent plus utility allowance cannot exceed Fair Market Rents (FMR) indicated below for the appropriate number of bedrooms.

**1) MAXIMUM RENTS IF UTILITIES ARE PAID BY THE PROPERTY OWNER:** If the property owner pays the utilities, the maximum allowable rent (including the owner paid utilities) may not exceed the amount indicated below for the appropriate number of bedrooms; or

**2) MAXIMUM RENTS IF UTILITIES ARE PAID BY THE TENANT(S):** If the some or all of the utilities are paid by the tenant(s), the maximum allowable rent plus utilities based on the "Utility Allowance Schedule" cannot exceed the amounts indicated below for the appropriate number of bedrooms.

**1 Source for Incomes:** [https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2021\\_code/2021summary.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2021_code/2021summary.odn)

\* ESG does not use the ELI measure to establish income limits but instead uses the 30% of Area Median Income (AMI) income limits. Please use the 50 percent AMI tables. If ESG recipients/subrecipients were to use the ELI standard, some applicants for ESG assistance might be falsely determined to be eligible for homelessness prevention assistance, when actually their incomes were over 30 percent AMI. Under the ESG program, income eligibility is based on the HUD income limits in effect at the time of income verification. Income eligibility is not based on HUD income limits that correspond with the grant year under which the ESG funds were awarded.

**2 Source for Fair Market Rents (FMR):**

[http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2020\\_code/2020summary.odn?&year=2020&fmrtype=Final&selection\\_by\\_pe=county&fips=0607199999](http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2020_code/2020summary.odn?&year=2020&fmrtype=Final&selection_by_pe=county&fips=0607199999)

**3 Source for Utility Allowance Schedule:** Housing Authority of the County of San Bernardino

DETACHED HOMES (SINGLE FAMILY) UTILITY ALLOWANCE SCHEDULE <sup>3</sup> EFFECTIVE 10/01/2019						
Utility or Service		Unit Size Allowance By Number of Bedrooms				
		0-BR	1-BR	2-BR	3-BR	4-BR
Heating	Natural Gas	23	27	31	36	40
	Electric	43	51	59	66	73
	Bottle Gas	56	65	75	87	97
Air Conditioning		19	45	40	54	69
Cooking	Natural Gas	9	10	11	12	13
	Electric	9	14	18	24	28
	Bottle Gas	22	24	27	29	31
Other Electric		51	60	80	102	124
Water Heating	Natural Gas	10	12	17	22	26
	Electric	24	31	46	60	69
	Bottle Gas	24	29	41	53	63
Water Service - Domestic Use		36	38	42	51	59
Sewer Service		36	36	36	36	36
Trash Collection		23	23	23	23	23
Refrigerator (if supplied by tenant)		4	4	4	4	4
Stove/Range/Microwave		4	4	4	4	4



## UNIT TYPE: MANUFACTURED HOMES

### ESG Income Limits, Fair Market Rents and Utility Allowance Schedules Riverside-San Bernardino Counties – 50% Area Median Incomes

**Note:** Rents are effective on the date provided by HUD; however, the tenant(s) must receive a minimum of 30 days written notice prior to adjusting the rents.

Rents, Income Limits, and Utility Allowance schedules are updated annually.

**ESG PROGRAM INCOME LIMITS – 50% of Area Median Income<sup>3</sup> (ESG-CV funding permits AMI limits up to 50% as opposed to the typical 30%)**

ESG ANNUAL INCOME LIMITS								
Family Size	1	2	3	4	5	6	7	8
FY 2021- 50% Income Effective April 1, 2021	\$27,650	\$31,600	\$35,550	\$39,500	\$42,700	\$45,850	\$49,000	\$52,150

MAXIMUM FAIR MARKET RENT BY UNIT SIZE AND INCOME LIMIT RESTRICTIONS <sup>2</sup>					
Unit Size by No. of Bedrooms	0	1	2	3	4
<b>Example:</b> <b>Utility Allowance for a 2 bedroom unit <u>may</u> include:</b> \$11 Heating – Gas \$17 Air Conditioning - Electric \$39 Other Electric - Lighting & Refrigeration \$14 Water Heating <b>\$91 Total Utility Allowance</b>			<b>Example:</b> <b><u>Tenant Paid Utilities</u></b> \$662 Net Rent paid by tenant \$ 91 <u>Utility Allowance</u> <b>\$753 Maximum Rent</b>		
<p><b>The monthly rent plus utility allowance <u>cannot exceed</u> Fair Market Rents (FMR) indicated below for the appropriate number of bedrooms.</b></p> <p><b>1) MAXIMUM RENTS IF UTILITIES ARE PAID BY THE PROPERTY OWNER:</b> If the <u>property owner pays the utilities</u>, the maximum allowable rent (including the owner paid utilities) may not exceed the amount indicated below for the appropriate number of bedrooms; or</p> <p><b>2) MAXIMUM RENTS IF UTILITIES ARE PAID BY THE TENANT(S):</b> If the some or all of the utilities are <u>paid by the tenant(s)</u>, the maximum allowable rent plus utilities based on the “Utility Allowance Schedule” cannot exceed the amounts indicated below for the appropriate number of bedrooms.</p>					

**1 Source for Incomes:** [https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2021\\_code/2021summary.odn](https://www.huduser.gov/portal/datasets/fmr/fmrs/FY2021_code/2021summary.odn)

\* ESG does not use the ELI measure to establish income limits but instead uses the 30% of Area Median Income (AMI) income limits. Please use the 50 percent AMI tables. If ESG recipients/subrecipients were to use the ELI standard, some applicants for ESG assistance might be falsely determined to be eligible for homelessness prevention assistance, when actually their incomes were over 30 percent AMI. Under the ESG program, income eligibility is based on the HUD income limits in effect at the time of income verification. Income eligibility is not based on HUD income limits that correspond with the grant year under which the ESG funds were awarded.

**2 Source for Fair Market Rents (FMR):**

[http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2020\\_code/2020summary.odn?&year=2020&fmrtype=Final&selection\\_type=county&fips=0607199999](http://www.huduser.gov/portal/datasets/fmr/fmrs/FY2020_code/2020summary.odn?&year=2020&fmrtype=Final&selection_type=county&fips=0607199999)

**3 Source for Utility Allowance Schedule:** Housing Authority of the County of San Bernardino

<http://ww2.hacsb.com/files/pdf/hcv/hcv-utility-allowances-combined-oct-2019.pdf>

DETACHED HOMES (SINGLE FAMILY) UTILITY ALLOWANCE SCHEDULE <sup>3</sup> EFFECTIVE 10/01/2019						
Utility or Service		Unit Size Allowance By Number of Bedrooms				
		0-BR	1-BR	2-BR	3-BR	4-BR
Heating	Natural Gas	19	23	26	30	34
	Electric	47	55	57	59	60
	Bottle Gas	46	56	63	73	82
Air Conditioning		15	20	34	47	59
Cooking	Natural Gas	9	10	11	12	13
	Electric	10	12	17	22	26
	Bottle Gas	21	24	27	29	31
Other Electric		46	54	77	105	133
Water Heating	Natural Gas	10	12	17	22	26
	Electric	23	29	46	60	69
	Bottle Gas	24	29	41	53	63
Water Service - Domestic Use		36	38	42	46	51
Sewer Service		36	36	36	36	36
Trash Collection		23	23	23	23	23
Refrigerator (if supplied by tenant)		4	4	4	4	4
Stove/Range/Microwave (if supplied by tenant)		4	4	4	4	4

[illegible]

## **EXHIBIT 12 – REQUEST FOR REIMBURSEMENT (CLAIM) CHECKLIST**

The following supporting documentation must be submitted accompanying the agency's Request for Reimbursement. The Community Development & Housing Department (CDH) reserves the right to request additional documentation as required.

### **General Grant Requirements**

- Signed and approved Request for Reimbursement form.
- Proof receipts/invoices and proof of payment for expenses, not just incurrence of cost
- Completed Exhibit 4 – Match Report (NOT REQUIRED FOR CV FUNDS)
- Completed Exhibit 7 – Claims Certification
- Exhibit 13 – HMIS Client reports for service period being billed

If costs are shared by another program or funding source the ESG allocable costs must be clearly identified and documented.

### **General ESG Eligible Costs**

#### **Staff Salaries**

- Copy of recent paystub indicating staff performing eligible ESG program activity
- Copy of recent timesheet indicating staff performing eligible ESG program activity
- Copy of recent invoice for staff performing eligible ESG program activity

### **Street Outreach (Essential Services) – 576.101**

#### **1. Engagement**

- Copy of receipts for providing meals, blankets, clothing or toiletries
- Copy outreach worker's cell phone bill for ESG services
- Timesheets, payroll reports for staff costs

#### **2. Transportation**

- Copy of mileage log for service worker's travel using personal vehicle to visit program participants.
- Copy of mileage log for transporting unsheltered people to emergency shelters.
- Receipt copy of public transportation costs for program participant and staff to assist participant
- The cost of renting or leasing a vehicle for the purpose of assisting program participants.
- Purchase or lease agreement copy as well as maintenance cost of vehicle for program participant transportation.

### **Emergency Shelter – 576.102**

#### **Shelter Operations**

- Copy of bills /invoices and proof of payment for operations i.e. minor or routine repairs, food, shelter furnishings, rent, equipment and or cleaning of the shelter building and/ or its supplies.
- Invoice with client's name, room number, duration of stay, cost per day, total cost paid, etc. and proof of payment emergency hotel/ motel voucher expense.

#### Essential Services

##### 1. Child Care

- Copy of receipts of providing meals and snacks and coordinating developmental/educational activities.

##### 2. Education

- Receipt of training in General Education Development (GED) English as a Second Language (ESL) or any other health, consumer education for client housing placement.

##### 3. Employment assistance/ job or life skills training

- Copy of job training program, employment assistant program or life skills training receipt or stipend.

##### 4. Transportation

- Copy of mileage log for service worker's travel using personal vehicle to visit program participants.
- The cost of leasing or purchasing a vehicle for the purpose of assisting program participants.
- Receipt copy of public transportation costs for program participant and/or staff to assist participant.

#### **Rapid Re-Housing – 576.104**

#### Rental Assistance

- Copy of Lease Agreement
- Copy of Rental Assistance Agreement
- Habitability Certification
- FMR and Rent Reasonableness Certification
- Copy of invoice from property management/landlord
- Proof of payment to property management/landlord

#### Financial Assistance

- Copy of invoice/bill reflecting client's information and proof of payment for rental applications fees, security and utility deposit and payments, and/or last month's rent.

#### Service Costs

- Copy of credit repair invoice/proof of payment for client housing placement.
- Copy of invoice/ proof of payment for legal assistance that may prohibit program participant for accessing or keeping permanent housing.
- Copy of receipt for moving cost such as rental truck or temporary storage fees up to three months.

### **Homeless Prevention – 576.103**

#### **Rental Assistance**

- Copy of proof at risk of losing housing (i.e. 3-Day Pay or Quit, Eviction Summons, etc.); Notification to vacate the premises (timeframe to vacate must be clearly stated)
- Copy of Lease Agreement
- Copy of Rental Assistance Agreement
- Habitability Certification
- FMR and Rent Reasonableness Certification
- Copy of invoice from property management/landlord
- Proof of payment to property management/landlord

#### **Financial Assistance**

- Copy of invoice/bill reflecting client's information and proof of payment for rental applications fees, security and utility deposit and payments, and/or last month's rent.

#### **Service Costs**

- Copy of credit repair invoice/proof of payment for client housing placement.
- Copy of invoice/ proof of payment for legal assistance that may prohibit program participant for accessing or keeping permanent housing.
- Copy of receipt for moving cost such as rental truck or temporary storage fees up to three months.

### **Homeless Management Information System (HMIS) – 576.107**

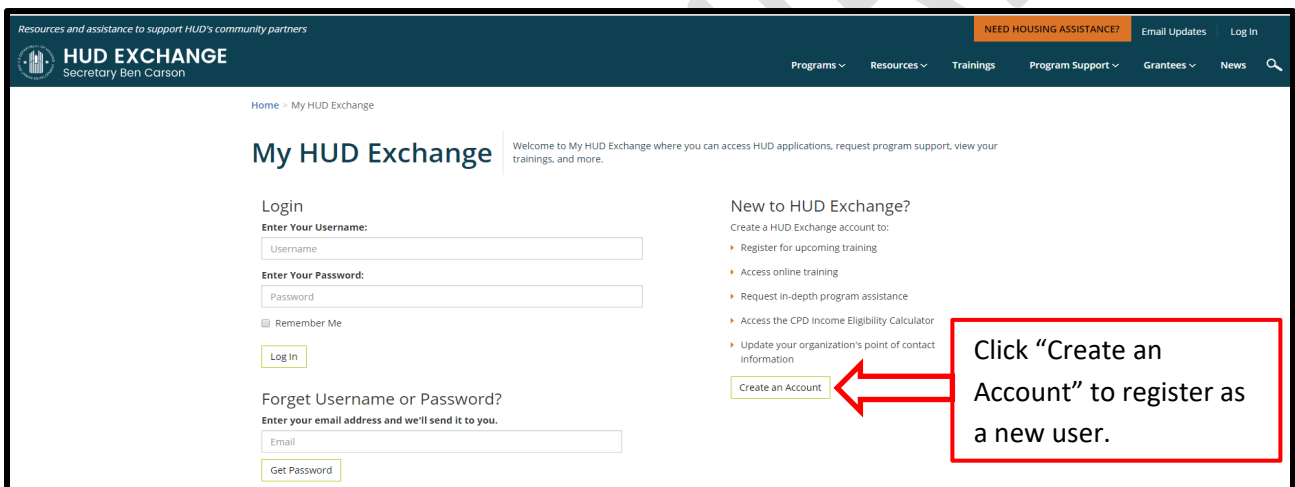
- Copy of invoice/proof of payment for purchasing or leasing computers hardware and software and/or software licensing.
- Copy of invoice/proof of payment for technical support.
- Proof of space rent, copy of lease agreement, bills for utilities associated with the space, proof of payment.
- Copy of timesheet for staff who collects/enters data, conducts assessments/intakes, monitors report and/or review HMIS data.
- Receipt of staff travel for HMIS training.

# NOT REQUIRED

## EXHIBIT 13 – CPD INCOME ELIGIBILITY CALCULATOR (ESG Annual Income Calculation)

Clients receiving assistance with the Emergency Solutions Grant (ESG) must meet the Income Limit threshold established by the United States Department of Housing & Urban Development (HUD). Subgrantees are recommended to complete the “CPD Income Eligibility Calculator”<sup>1</sup> available in the HUD Exchange Website. The CPD Income Eligibility Calculator can be accessed by registering on the HUD Exchange Website<sup>2</sup>. Once registered the CPD Income Eligibility Calculator shall be available for use.

Creating an Account under the HUD Exchange Website



The screenshot shows the HUD Exchange website interface. The header includes the HUD Exchange logo and navigation links. The main content area is titled "My HUD Exchange" and contains a login section with fields for "Enter Your Username:" and "Enter Your Password:", a "Remember Me" checkbox, and a "Log In" button. Below the login section is a "Forgot Username or Password?" section with an "Email" field and a "Get Password" button. To the right, under "New to HUD Exchange?", there is a list of options: "Register for upcoming training", "Access online training", "Request in-depth program assistance", "Access the CPD Income Eligibility Calculator", and "Update your organization's point of contact information". A red box highlights the "Create an Account" button, with a red arrow pointing to it from a text box that says "Click 'Create an Account' to register as a new user."

Accessing the CPD Income Eligibility Calculator

<sup>1</sup> <https://www.hudexchange.info/incomecalculator/>

<sup>2</sup> <https://www.hudexchange.info/hudexchange-portal/?display=editProfile&returnURL=https%3A%2F%2Fwww%2Ehudexchange%2Einfo%2Fhudexchange-portal%2F>



Important Note: The calculator is a tool designed to help a user calculate income in accordance with an allowable definition, but it does not *verify* income. The calculator does not replace the documentation that must be collected and retained by the user. The user must maintain all necessary documentation, which, when using the calculator, will include saving and retaining the summary documents generated by the calculator. **The Dashboard feature is designed to allow you to more easily update a beneficiary's income in the future – however it is not a repository for all previous years' income calculations completed in the past. Users must be sure to save and retain summary documents at the time of creation.** Record retention requirements depend upon the CPD program; users should be aware of the length of time records must be kept as well as their own state or local laws related to record retention and privacy.

The FY 2018 income limits are in effect for all programs within the CPD Income Calculator (note that the effective date for ESG is 4/1/2018). The 30 percent income limits for the CDBG, HOME, ESG, and HOPWA programs have been calculated based on the decribed in Consolidated the area and may not be the same as the Section 8 ELI Limit for your jurisdiction. Therefore, the ELI Limit is calculated bas 4 Consolidated Appropriations Act, (Section 238 on page 128 Stat 635) which defines ELI as very low-income families wh eral poverty level or 30% of area median income.

Select the "ESG" Program  
and click on "Start"

Select a program and start a new calculation

Emergency Solutions Grants (ESG)

Start

**EXHIBIT 14**  
**Emergency Solutions Program (ESG) Homeless Participation**  
**Certification**

Pursuant to 24 CFR 576.56 of the ESG Regulations and Section 21 of your service provider Contract, each local unit of government, Indian Tribe, and non-profit recipient that receives funds under the ESG Program must provide for the participation of homeless individuals on its policy making entity in accordance with 42 U.S.C. 11375(D). Additionally, each State, territory, Indian tribe, and nonprofit recipient that receives funds under the ESG Program must involve homeless individuals and families in providing work or services pertaining to facilities assisted by or activities/services provide through the ESG Program. To ensure compliance, please provide the following information:

**Name of Organization** \_\_\_\_\_

Please list the name of the homeless individuals participating on our policymaking body/board of directors:

Name of Participant	Role/Capacity	Dates of Service

Please list the name of the homeless individuals providing work or services pertaining to facilities or activities provided under the ESG Program:

Name of Participant	Role/Capacity	Dates of Service

We certify that we are in adherence of 24 CFR 576.56 and we currently have homeless individuals serving as participating members of our board of directors or other equivalent policymaking entity. As part of the recordkeeping requirement, we have adequately documented their documented their participation (i.e. minutes, sign-in sheets, logs, etc.). We also certify that we involve homeless individuals and families in providing work or services pertaining to facilities or activities under the ESG program.

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date



**Exhibit 15**  
**Lead Based Paint Pamphlet and Disclosure**

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# **Protect Your Family From Lead in Your Home**

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United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

## Are You Planning to Buy or Rent a Home Built Before 1978?

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Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

### Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

### Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

### If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



## **Simple Steps to Protect Your Family from Lead Hazards**

### **If you think your home has lead-based paint:**

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at [epa.gov/lead](http://epa.gov/lead).
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

# Lead Gets into the Body in Many Ways

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## **Adults and children can get lead into their bodies if they:**

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

## **Lead is especially dangerous to children under the age of 6.**

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



## **Women of childbearing age should know that lead is dangerous to a developing fetus.**

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

# Health Effects of Lead

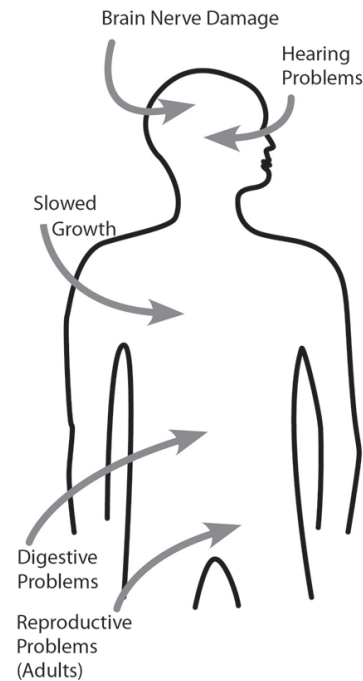
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**Lead affects the body in many ways.** It is important to know that even exposure to low levels of lead can severely harm children.

## **In children, exposure to lead can cause:**

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.



Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

## **In adults, exposure to lead can cause:**

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

## Check Your Family for Lead

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**Get your children and home tested if you think your home has lead.**

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

**Your doctor can explain what the test results mean and if more testing will be needed.**

## Where Lead-Based Paint Is Found

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In general, the older your home or childcare facility, the more likely it has lead-based paint.<sup>1</sup>

**Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint.** In 1978, the federal government banned consumer uses of lead-containing paint.<sup>2</sup>

Learn how to determine if paint is lead-based paint on page 7.

### **Lead can be found:**

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://epa.gov/lead).

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<sup>1</sup> "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

<sup>2</sup> "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.



# Identifying Lead-Based Paint and Lead-Based Paint Hazards

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**Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint)** is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

**Lead-based paint is usually not a hazard if it is in good condition** and if it is not on an impact or friction surface like a window.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) and higher for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  and higher for interior window sills

**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

**Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.**

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.



## Checking Your Home for Lead

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You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

## Checking Your Home for Lead, continued

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In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit [epa.gov/lead](https://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

## What You Can Do Now to Protect Your Family

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**If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:**

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

## Reducing Lead Hazards

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**Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



**Always use a certified contractor who is trained to address lead hazards safely.**

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

## Reducing Lead Hazards, continued

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**If your home has had lead abatement work done** or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ( $\mu\text{g}/\text{ft}^2$ ) for floors, including carpeted floors
- 250  $\mu\text{g}/\text{ft}^2$  for interior windows sills
- 400  $\mu\text{g}/\text{ft}^2$  for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

# Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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**If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:**

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



**RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:**

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit [epa.gov/getleadsafe](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## Other Sources of Lead

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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist:**

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.<sup>4</sup>
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) and [hud.gov/lead](http://hud.gov/lead), or call **1-800-424-LEAD (5323)**.

### **EPA's Safe Drinking Water Hotline**

For information about lead in drinking water, call **1-800-426-4791**, or visit [epa.gov/lead](http://epa.gov/lead) for information about lead in drinking water.

### **Consumer Product Safety Commission (CPSC) Hotline**

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at [cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov).

### **State and Local Health and Environmental Agencies**

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at [epa.gov/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.



# U. S. Environmental Protection Agency (EPA)

## Regional Offices

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The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

**Region 1** (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact  
U.S. EPA Region 1  
5 Post Office Square, Suite 100, OES 05-4  
Boston, MA 02109-3912  
(888) 372-7341

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact  
U.S. EPA Region 2  
2890 Woodbridge Avenue  
Building 205, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

**Region 3** (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact  
U.S. EPA Region 3  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-2088

**Region 4** (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact  
U.S. EPA Region 4  
AFC Tower, 12th Floor, Air, Pesticides & Toxics  
61 Forsyth Street, SW  
Atlanta, GA 30303  
(404) 562-8998

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact  
U.S. EPA Region 5 (DT-8J)  
77 West Jackson Boulevard  
Chicago, IL 60604-3666  
(312) 886-7836

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-2704

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
11201 Renner Blvd.  
WWPD/TOPE  
Lenexa, KS 66219  
(800) 223-0425

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact  
U.S. EPA Region 8  
1595 Wynkoop St.  
Denver, CO 80202  
(303) 312-6966

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. EPA Region 9 (CMD-4-2)  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4280

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Solid Waste & Toxics Unit (WCM-128)  
1200 Sixth Avenue, Suite 900  
Seattle, WA 98101  
(206) 553-1200

## **Consumer Product Safety Commission (CPSC)**

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The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

### **CPSC**

4330 East West Highway  
Bethesda, MD 20814-4421  
1-800-638-2772  
[cpsc.gov](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

## **U. S. Department of Housing and Urban Development (HUD)**

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HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

### **HUD**

451 Seventh Street, SW, Room 8236  
Washington, DC 20410-3000  
(202) 402-7698  
[hud.gov/offices/lead/](http://hud.gov/offices/lead/)

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This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

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# **IMPORTANT!**

## **Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly**

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

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

### Lead Warning Statement

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

### Lessor's Disclosure

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

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

\_\_\_\_\_

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

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

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

\_\_\_\_\_

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

### Lessee's Acknowledgment (initial)

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

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

### Agent's Acknowledgment (initial)

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

### Certification of Accuracy

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

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

# Exhibit 16 HMIS Report

Clients Entering Programs

6/1/2018 to 6/30/2018



## Report Criteria:

Organizations: [REDACTED]  
 Programs: [REDACTED] ESG HSS State (RR-H)  
 Head of Household Only

[REDACTED]				Enrolled	Exited	Total	Clients	
[REDACTED] ESG HSS State (RR-H)				2	0	2	2	
Name	SSN Last 4	Race	Gender	Age	Enroll Date	Exit Date	Days	Enrollment Length
[REDACTED]	XXX-XX-[REDACTED]	Black or African American	Female	21	6/5/2018	7/1/2018	26	26
[REDACTED]	XXX-XX-[REDACTED]	White	Female	37	6/10/2018	8/28/2018	21	21
Program Total	2 still enrolled		0 exited		2 total		2 clients	
Organization Total			2		0		2	
Total			2		0		2	

**HMIS Data Quality Report Card**

Sample Reporting Period 10/1/2017 to 5/31/2018

**PROGRAM INFORMATION**

Agency Name:

**Data Quality and Completeness**

Complete and accurate records are required to ensure data quality. Required Data that is missing, incomplete or not collected has a negative impact on the quality of data. The higher a programs' percentage of missing or erroneous data, the less useful the data becomes.

**Total Clients Served:** 250**Client Demographic Data**

Data Element	Client Doesn't Know / Refused	Information Missing	Data Issues	% of Error Rate
Name (3.1)	0	0	0	0.00%
Social Security Number (3.2)	17	2	4	9.20%
Date of Birth (3.3)	0	0	1	0.40%
Race (3.4)	3	0		1.20%
Ethnicity (3.5)	2	0		0.80%
Gender (3.6)	0	0		0.00%

**Universal Data**

Data Element	Error Count	% of Error Rate
Veteran Status (3.7)	2	0.80%
Project Entry Date (3.10)	6	2.40%
Relationship to Head of Household (3.15)	2	0.80%
Client Location (3.16)	2	1.24%
Disabling Condition (3.8)	11	4.40%

**Income and Housing Data**

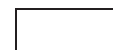
Data Element	Error Count	% of Error Rate
Destination (3.12)	0	0.00%
Income and Sources (4.2) at Start	0	0.00%
Income and Sources (4.2) at Annual Assessment	0	0.00%
Income and Sources (4.2) at Exit	0	0.00%



Fields with values over 5% errors.



Fields with values 5% or less.



Fields with no errors.

Error rate includes data not collected, missing information, client doesn't know and client refused options. A program should have less than a 5% error rate in order to ensure accurate data. Missing intake and exit data needs to be reviewed by staff on a regular basis. Any additional Data received from the client after enrollment, should be entered into the Homeless Management Information System (HMIS) within a timely manner.

**HUD Policy:** A 95% standard of completeness rate for all funded homeless projects should be established and expected. Programs should work toward ensuring that 95% of all required data elements for each client served are collected and entered correctly into the HMIS.

# HMIS Data Quality Report Card

Sample Reporting Period 10/1/2017 to 5/31/2018

## PROGRAM INFORMATION

Agency Name:



## Data Timeliness

Type	0 days	1-3 days	4-6 days	7-10 days	Over 10 days	Average
Entry Timeliness	22	18	5	0	47	52.89
Exit Timeliness	0	0	0	0	4	71.5

This report calculates the difference between the program entry date specified for the client and the date the client's application was entered into the system. For example, if a client's Program Entry date of "April 4, 2016" was recorded on "April 9, 2016," then the report would calculate a 5 day lag time in recording data. The report groups the number of applications by program and has 5 buckets for the number of days an application has been lagging.

**HUD Policy:** Data entry should be current within 5 business days of intake, exit, and service provision.

## HMIS Users

Below is a list of all HMIS Users currently active within your agency. If any user on this list has left your agency during the last reporting period, then please email the HMIS helpdesk. Users are considered inactive if they have not logged into the system for 30 days or left the agency. If a user is inactive, or if you have additional staff needing HMIS access or training, please contact HMIS.

Agency	Name	Email

## EXHIBIT 18

### CERTIFICATION REGARDING LOBBYING – EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM

Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit OMB Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontract, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Name of Organization

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Certifying Representative of Organization



OMB Standard Form- LLL "Disclosure of Lobbying Activities" and the instructions page for completing the form may be obtained at <https://www.hudexchange.info/resource/308/hud-form-sflll/>

DISCLOSURE OF LOBBYING ACTIVITIES		Approved by OMB 0348-0046
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)		
<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____ if known: _____  Congressional District, if known: 4c _____	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> _____ _____ _____ _____ Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b> _____ CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i> _____ _____ _____	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> _____ _____	
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the far above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		<b>Federal Use Only:</b>
<div style="border: 1px solid black; width: 100px; height: 40px; background-color: yellow; margin: 0 auto; display: flex; align-items: center; justify-content: center;">             PRINT           </div>		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

#### INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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

**September 14, 2021**

## **FROM**

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

## **SUBJECT**

Contract with Inland Temporary Homes, dba Inland Housing Solutions for Housing Navigation Services

## **RECOMMENDATION(S)**

1. Award a contract to Inland Temporary Homes, dba Inland Housing Solutions for housing navigation services for the Housing Authority of the County of San Bernardino's Emergency Housing Voucher program in an amount not to exceed \$1,622,280.00, for a one-year base period beginning on or about October 1, 2021, through September 30, 2022, with options to extend the contract two single-year extensions through September 30, 2024.
2. Authorize and direct the Executive Director to execute and deliver any related documents, 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 live in safe and desirable homes and communities where they can develop and prosper.**

## **FINANCIAL IMPACT**

This item is not expected to exceed \$1,622,280.00 through September 30, 2022. These costs are funded through supportive services funds received by the Housing Authority of the County of San Bernardino (HACSB) from the County of San Bernardino and the U.S. Department of Housing and Urban Development (HUD).

## **BACKGROUND INFORMATION**

The Emergency Housing Voucher (EHV) program has been authorized through the American Rescue Plan Act of 2021 (Act) also known as the stimulus package. Within the Act was an allocation of \$5 billion to provide EHV's to Housing Authorities across the nation. The result was an award of EHV's to almost 700 Housing Authorities, of which HACSB was one of the awardees. HACSB received an award of 455 vouchers, of which providing housing navigation services is a mandatory requirement for the implementation of the EHV program.

Housing navigation services can be defined as assisting voucher participants locate available housing units, assist with lease execution and administer security deposit assistance and landlord incentives. Furthermore, a certain level of post tenancy support to stabilize the resident is provided as well.

HACSB issued a Request for Proposals (RFP) for housing navigation services to fulfill this required component of the HUD EHV contract. The selected housing navigator contractor must

Contract with Inland Temporary Homes, dba Inland Housing Solutions for Housing Navigation Services

September 14, 2021

have experience in utilizing and monitoring Emergency Solutions Grant (ESG) funds which are the source of funds provided by the County of San Bernardino for these services. Furthermore, the selected contractor must have experience working with hard to house populations and working in a very competitive rental market. These factors have been considered in selecting the contractor and making this recommendation to the Board of Commissioners.

**PROCUREMENT**

The Procurement and Contracts Department advertised a "Request for Proposal" (RFP) for Housing Navigation Services (RFP PC1244) on August 17, 2021, which resulted in the receipt of two (2) proposals. Outreach efforts included email invitations via Planet Bids, our eBidding website to three (3) vendors, posting on the agency's external website as well as providing to the Office of Homeless Services to be distributed to their list server. The proposals were evaluated per the requirements of the RFP where Inland Temporary Homes, dba Inland Housing Solutions was deemed the most responsive, reasonably priced, and determined qualified to provide this service to HACSB.

Responses were received by the deadline from the following organizations:		
<u>Firm:</u>	<u>Location:</u>	<u>Evaluation Score:</u>
Inland Temporary Homes, dba Inland Housing Solutions	Loma Linda, CA	282
Brilliant Corners	Rancho Cucamonga, CA	197

Based on the responses for these services, which were solicited to an adequate number of sources and in accordance with Title 2 Code of Federal Regulations Part 200, staff recommends awarding a contract for Housing Navigation Services to Inland Temporary Housing, dba Inland Housing Solutions and authorize and direct the Executive Director to execute and deliver the contract and, upon consultation with Legal Counsel to approve any non-substantive revisions to complete the transaction.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on September 8, 2021.

**THIS CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT (NON-CONSTRUCTION)** ("Agreement") (**PC1244**) is made as of the **14<sup>th</sup> day of September, 2021** ("Effective Date") by and between **Inland Temporary Homes, dba Inland Housing Solutions** ("**Contractor**"), a **California Corporation** (*if applicable*) and the Housing Authority of the County of San Bernardino, a California public entity ("**HACSB**").

#### **RECITALS**

**WHEREAS**, HACSB is a public entity in San Bernardino County, State of California, committed to provide affordable and safe public housing for low and moderate income families; and

**WHEREAS**, Contractor has offered to provide certain services to HACSB, and HACSB wishes to retain Contractor for the provision of such services.

#### **OPERATIVE PROVISIONS**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual covenants contained herein, Contractor and HACSB hereby agree 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", attached hereto and incorporated herein by reference ("Work"). In connection with its performance of the Work, Contractor shall comply with all of the Contract Documents (as hereinafter defined).

**ARTICLE 2. Contract Documents.** This Agreement incorporates by reference all of the following documents ("Contract Documents"):

1. General Conditions for Non-Construction Contracts Section I – (with or without Maintenance Work) (Form HUD 5370), attached hereto as Exhibit "B" and incorporated herein by reference.
2. Additional General Provisions attached hereto as Exhibit "C" and incorporated herein by reference ("Additional Provisions").
3. Work Authorization, attached hereto as Exhibit "D" and incorporated herein by reference.
4. All applicable Federal, State, and Local laws, ordinances and regulations related to this Agreement shall be incorporated herein by reference. This Agreement is funded by the U. S. Department of Housing and Urban Development, and is subject to all regulations and requirements for agreements funded by HUD. Federal Regulations may be found at <http://www.gpoaccess.gov>. State of California regulations may be found at <http://www.leginfo.ca.gov>. For laws the County of San Bernardino, go to <http://www.sblawlibrary.org>.

**ARTICLE 3. Term; Time of Completion.** Contractor shall commence work under this agreement for a **one (1) year base period**, beginning on or about **October 1, 2021** and expiring on **September 30, 2022** unless for any reason funds which have been appropriated for the provision of these services are no longer available, or until such time as terminated per the terms of the agreement in accordance with contract provisions in Article 19, which term may be extended **for up to two (2) single-year extension options**. Contractor shall not commence work prior to the date of issuance by HACSB of a work authorization in the form set forth on Exhibit "D", attached hereto and incorporated herein by reference ("Work Authorization"). HACSB shall have the option to extend the engagement for up to an additional four single-year terms. The optional years shall be exercised by written amendments executed by each party with board approval for additional funding on option years if needed. Option years will begin on or about **October 1, 2022** and expire no later than **September 30, 2024**. Following issuance of a Work Authorization, Contractor shall timely complete the Work in accordance with the schedule requirements specified in Exhibit "A", and within the term of this Agreement.

**ARTICLE 4. Price.** Unless otherwise specified in the Statement of Work, HACSB agrees to pay Contractor a not-to-exceed amount of **One million, six hundred twenty-two thousand, two hundred and eighty and 00/100 Dollars (\$1,622,280.00)** for the provision of work per the fee schedule **for the one (1) year base period.** Details defined in Exhibit A – Statement of Work – Fee Schedule. Price as set forth herein, is in consideration for and provides full and complete compensation for the Work and the performance by Contractor of all of its obligations hereunder. Terms are defined in the Additional Provisions, and includes a guarantee of task completion.

**ARTICLE 5. Performance of Work.** Contractor shall perform its duties on premises approved by HACSB, during HACSB's regular work-days and normal work hours and warrants that it shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Contractor acknowledges that HACSB has the right to review the Work performed by Contractor and may, in its discretion, reject the Work, or any part thereof, as set forth in the Additional Provisions. In the event HACSB rejects any or all of the Work, at HACSB's election: (a) Contractor shall promptly correct any such deficiencies in the Work, or (b) the deficient Work shall be stricken from this Agreement and Contractor shall not be paid for such portion of the Work. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of Contractor or its subcontractors who is determined by HACSB to be uncooperative, incompetent, a threat to the adequate or timely completion of the Work, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Work in a manner acceptable to HACSB, shall be promptly removed from the Work by the Contractor and shall not be re-employed to perform any of the Work under this Agreement.

**ARTICLE 6. HACSB's Right to Stop Work.** HACSB has the right to require Contractor to stop or suspend Work pursuant to the "Stop Work" provisions of the Additional Provisions.

**ARTICLE 7. No Conflicts.** HACSB acknowledges that Contractor has other business and personal interests, separate and apart from the services contemplated by this Agreement, and nothing in this Agreement is intended to preclude Contractor from devoting time and attention to such business and personal interests. HACSB further acknowledges that Contractor has the right to accept other engagements as long as said engagements do not represent a conflict of interest with respect to the Work or the obligations of Contractor to HACSB pursuant to this Agreement. In connection with Contractor's performance of the Work hereunder, Contractor represents that there exists no actual, potential or appearance of conflict arising out of Contractor's business and financial interests.

**ARTICLE 8. Limit of Engagement.** This Agreement does not and shall not be construed to create any partnership or agency whatsoever. Contractor shall not be deemed to be a partner, joint venture, agent or legal representative of HACSB for any purpose, nor shall Consultant have any authority or power to act for, or to undertake any obligation or responsibility on behalf of, HACSB or corporations affiliated with HACSB, other than as expressly herein provided. HACSB retains Contractor on an independent contractor basis and Contractor is not an employee of HACSB. Any additional personnel performing Work under this Agreement on behalf of Contractor shall not be employees of HACSB and shall at all times be under Contractor's exclusive direction and control.

**ARTICLE 9. Responsibilities of HACSB.** If information, data, or documentation necessary to facilitate Contractor's performance of the Work is required to be provided by HACSB, HACSB shall provide such information upon request by Contractor. It is Contractor's responsibility to determine if any such information is necessary in order to perform its obligations hereunder and to request such information from HACSB in a sufficient amount of time in order for Contractor to perform the Work hereunder.

**ARTICLE 10. Additional Work.**

- a. In the event that the parties mutually agree that additional and further work beyond that specified in the Statement of Work ("Additional Work") is required to be performed by Contractor, such Additional Work shall be memorialized in a Work Authorization executed by HACSB and Contractor. The Work Authorization shall include and specifically identify the types of services required to perform as part of the Additional Work, all significant material to be delivered to HACSB, the time schedule for completion of the Additional Work, and the price for such Additional Work.
- b. Nothing herein shall obligate HACSB to utilize Contractor to perform the Additional Work or in any way limit HACSB's rights to utilize third parties to perform or assist in performing the Additional Work. In no event shall Contractor commence performance of the Additional Work until it has received written consent executed by a duly authorized representative of HACSB.
- c. In the event that HACSB provides a Work Authorization for Additional Work, all of the terms and conditions of this Agreement shall apply to the performance of such Additional Work.

**ARTICLE 11. Contractor's Obligation to Stop Work.** Personnel resources will not be expended (at a cost to HACSB) on task accomplishment in excess of the schedule requirements set forth in "Exhibit A" unless the procedure below is followed:

- a. If, in the performance of the Work, Contractor determines that the Work to be performed under this Agreement cannot be accomplished within the estimated work hours, Contractor will immediately notify HACSB in writing of Contractor's estimate of the work hours which will be required to complete the Work. Upon receipt of such notification, HACSB may:
  - i. Authorize Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld); or
  - ii. Terminate this Agreement; or
  - iii. Alter the scope of the Work in order to define tasks that can be accomplished within the remaining estimated work hours.
- b. HACSB will notify Contractor in writing of its election within seven (7) calendar days after receipt of Contractor's notification. If notice of the election is given to proceed, Contractor may expend the estimated additional work hours or services, as memorialized in a Work Authorization signed by Contractor and HACSB. In the event that HACSB fails to notify Contractor within such seven (7) calendar day period, Contractor shall provide a second notice to HACSB requesting a determination. Contractor shall not proceed with the Work until such time as HACSB has made an election as to how it wishes to proceed, and a Work Authorization has been approved.

**ARTICLE 12. Invoicing and Payment for Services.** During the execution of each Milestone (as set forth in the Statement of Work) which involves the delivery to HACSB of identified Deliverables (as defined in the Statement of Work), Contractor may submit periodically and no more than monthly to HACSB invoices reflecting a pro-rata cost of the Milestones, determined on the basis of the lesser of either:

- a. The number of Deliverables provided to HACSB divided by the total number of Deliverables required to be delivered to HACSB, less a ten percent (10%) withhold, less any amounts previously invoiced; or
- b. The number of work-hours expended by Contractor in the performance of the Work divided by the number of work hours scheduled for the Work, less a ten percent (10%) withhold, less any amounts

previously invoiced; provided that the Statement of Work may specify a withhold of more than ten percent (10%).

- c. For those Milestones which do not involve delivery to HACSB of identified Deliverables, but which are of a continuing nature, Contractor may submit invoices reflecting a pro-rata cost of the Milestone, less a ten percent (10%) withhold, less any amount previously invoiced. Actual progress payment amounts for such Milestones must be based on at least equivalent services rendered, and to the extent practicable, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.
- d. Upon completion of a Milestone in accordance with the acceptance criteria set forth herein, the full charge for such Milestone, less amounts previously invoiced to HACSB, may be submitted for payment.
- e. In the event that Additional Work is performed pursuant to a Work Authorization, such Additional Work shall be paid by HACSB according to the same procedure set forth above with respect to the Work, unless a different method for payment is specified in such Work Authorization.
- f. Invoices prepared in accordance with this provision will not be submitted more frequently than monthly to HACSB.
- g. In the aggregate, invoices reflecting progress payments will not exceed ninety percent (90%) of the Agreement Price, with the balance to be invoiced upon completion of the Agreement, in accordance with the acceptance criteria set forth herein.
- h. No charge for transportation, delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by HACSB unless expressly included and itemized in the Statement of Work or Work Authorization.
- i. Payments for all any and all invoices or other obligations are satisfied electronically through the Automated Clearing House (ACH) system. The Contractor hereby authorizes the HACSB to initiate payment electronically to any bank account maintained by the contractor wherever located. Contractor shall promptly comply with directions and accurately complete forms provided by HACSB required to process ACH payments.

**ARTICLE 13. Return of HACSB Property.** All reports, plans, designs, specifications, field data, construction documents, and other documents and instruments, including electronic files, but excluding Contractor's notes, relating to the Work shall be and remain the property of HACSB and shall be turned over to HACSB promptly upon the completion of the Work, or upon the earlier termination of this Agreement. Contractor hereby waives and assigns to HACSB all intellectual property or common law rights Contractor may develop in the Work. Contractor shall not use any trademarks owned by HACSB without HACSB's prior written authorization.

**ARTICLE 14. Confidential Information.** HACSB agrees to make available to Contractor information that may be needed to perform the Work. Such information may include information HACSB considers to be confidential. For purposes hereof, "Confidential Information" of HACSB means any nonpublic, proprietary information or technology used in HACSB's business, and any materials evidencing the same (specifically, including, without limitation, technical data or know-how relating to development plans, business plans, services, customers, markets, inventions (whether patentable or not), processes, designs, drawings, research, developments, strategies, marketing and/or financial information). Unless HACSB acknowledges that any such information provided under this Agreement is not Confidential Information, all information provided by HACSB to Contractor shall be considered to be Confidential Information. Unless approved in advance in writing or compelled to make such disclosure by a government agency, by court order, or by law, Contractor shall not disclose, transfer, distribute or allow access to any of HACSB's



Confidential Information to any third parties, except those individuals employed by Contractor and who are specifically authorized by Contractor to perform the Work contemplated in this Agreement.

**ARTICLE 15. Indemnity; Hold Harmless.** Contractor agrees to defend, save, indemnify and hold harmless HACSB and all its officers, employees, and agents, against any and all liabilities, claims, judgments, or demands, including demands arising from injuries or death of persons (Contractor's employees included) and damage to property, arising directly or indirectly out of the performance of the Work, the obligations herein undertaken or out of the operations conducted by Contractor, save and except claims or litigation to the extent arising through the sole negligence or willful misconduct of HACSB, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. Contractor shall reimburse HACSB for any expenditures, including reasonable attorneys' fees, HACSB may incur arising out of any such claim or litigation, and, if requested by HACSB, Contractor shall defend any such suits at the sole cost and expense of Contractor with counsel selected by HACSB. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against HACSB or its officers, employees, and agents in any such suit, action or other legal proceeding.

**ARTICLE 16. Compliance with Contract Documents.** Contractor shall comply with all of the Contract Documents in connection with the performance of the Work hereunder. In the event of any conflict between this Agreement and the Contract Documents, the Contract Documents shall control. Contractor shall also comply with all agreements, representations, warranties, covenants, and certifications of Contractor made in connection with the procurement of this Agreement, provided that in the case of a conflict between the foregoing and the Contract Documents and this Agreement, the Contract Documents and this Agreement shall control.

**ARTICLE 17. Assignment.** Neither the Agreement, nor any part thereof, nor moneys due or to become due there under may be assigned by Contractor without the prior written approval of HACSB. This Agreement shall be binding on the successors and assigns of the parties.

**ARTICLE 18. Rights and Remedies of HACSB for Default.**

In the event any goods furnished or services provided by Contractor in the performance of the Work should fail to conform to the requirements herein, or to the sample submitted by Contractor, HACSB may reject the same, and it shall become the duty of Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to HACSB, and immediately replace all such rejected items with others conforming to the Agreement.

- a. In addition to any other rights and remedies HACSB may have, HACSB may require Contractor, at Contractor's expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of Contractor.
- b. In the event of the termination of the Agreement, either in whole or in part, by reason of default or breach by Contractor, any loss or damage sustained by HACSB in procuring any items which Contractor agreed to supply shall be borne and paid for by Contractor.
- c. HACSB reserves the right to offset the reasonable cost of all damages caused to HACSB against any outstanding invoices or amounts owed to Contractor or to make a claim against Contractor therefore.

**ARTICLE 19. Termination.** In addition to the rights of Termination for Convenience of HACSB and Termination for Default set forth in the Contract Documents, HACSB may terminate this Agreement if Contractor should file a bankruptcy petition and/or be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency (as referenced in HUD Form 5370-C section 1 page 1). HACSB may serve written notice upon Contractor of its intention to terminate the

Agreement. The notice shall contain the reasons for such intention to terminate the Agreement, and, unless within ten (10) days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten (10) days, the Agreement shall cease and terminate. In the event of any such termination, HACSB shall serve written notice thereof upon any surety and Contractor, and any such surety shall have the right to take over and perform Contractor's obligations pursuant to this Agreement; provided, however, that if such surety does not provide HACSB written notice of its intention to take over and perform the Work required under this Agreement within fifteen (15) days after receiving such written notice, or such surety does not commence performance thereof within thirty (30) days after providing such written notice to HACSB, HACSB shall have the right to perform all uncompleted portions of the Work and to prosecute the same to completion by contract or by any other method it deems advisable, for the account and at the expense of Contractor, and Contractor and its surety shall be liable to HACSB for any excess costs occasioned HACSB thereby and, in such event, HACSB may, without liability for doing so, take possession of and utilize in completing the Work, such materials, appliances, and other property belonging to Contractor as may be on the site of the Work and necessary for the performance of the Work.

**ARTICLE 20. No Waiver.** No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.

**ARTICLE 21. Modification.** This written Agreement may not be later modified except by a further writing signed by HACSB and Contractor and no term of this Agreement may be waived, except by writing signed by the party waiving the benefit of such term. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

**ARTICLE 22. Notices.** All notices required pursuant to this Agreement shall be communicated in writing, and shall be delivered in person, by commercial courier providing proof of delivery, or by certified mail, return receipt requested. ***All notices sent pursuant to this Agreement shall be addressed as follows:***

**If to HACSB:**

Angie Lardapide, Procurement and Contracts Supervisor  
Housing Authority of the County of San Bernardino  
715 E. Brier Drive  
San Bernardino, CA 92408-2841  
[alardapide@hacsb.com](mailto:alardapide@hacsb.com)

**If to Contractor:**

Jeff Little, CEO  
Inland Housing Solutions  
P.O. Box 239  
Loma Linda, CA 92354  
[jeff@inlandhousingsolutions.org](mailto:jeff@inlandhousingsolutions.org)

Notices will be deemed effective upon receipt or rejection only.

**ARTICLE 23. Complete Agreement.** This written Agreement is the final, complete and exclusive statement and expression of the agreement between HACSB and Contractor and of all the terms of this Agreement and cannot be varied, contradicted, nor supplemented by evidence of any prior or contemporaneous oral or written agreements.

**ARTICLE 24. Applicable Law/Venue.** This Agreement shall be construed and interpreted in accordance with the internal laws of the State of California, with proper venue for any litigation in San Bernardino County, California.

**ARTICLE 25. Severability; Headings.** If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The section headings herein are for reference purposes only and are not intended in any way to describe, interpret, define, or limit the extent or intent of this Agreement or of any part hereof.

**ARTICLE 26. Interpretation.** Should any provision of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is

to be construed more strictly against the party who itself or through its agent or counsel prepared the same or caused the same to be prepared; it being agreed that the agents and counsel of all of the parties have participated equally in the negotiation and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed simply, fairly, equitably, and reasonably, according to its plain meaning and not strictly for or against any of the parties.

**ARTICLE 27. Counterparts.** This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

**ARTICLE 28. Eight-Hour Law.** Pursuant to the provisions of the California Labor Code, eight hours of labor shall constitute a legal day's work, and the time of service of any worker employed on the work shall be limited and restricted to eight hours during any one calendar day, and forty hours in any one calendar week, except when payment for overtime is made at not less than one and one-half the basic rate for all hours worked in excess of eight hours per day ("Eight-Hour Law"). Contractor shall forfeit to HACSB as a penalty, \$50.00 for each worker employed in the execution of this Agreement by Contractor, or by any subcontractor under Contractor, for each calendar day during which such workman is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week without such compensation for overtime violation of the provisions of the California Labor Code, unless Contractor or the Work are not subject to the Eight-Hour Law.

**ARTICLE 29. Subcontracting.** Contractor shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without prior written approval of HACSB. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**ARTICLE 30. Attorney's Fees.** If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of such actions.

**ARTICLE 31. Survival.** All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, shall survive any such expiration or termination.

**ARTICLE 32. No Third-Party Beneficiaries.** Except as expressly stated herein or in the Contract Documents, there are no intended third-party beneficiaries of any right or obligation assumed by the parties.

**[END – SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO**  
**CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT**  
**(NON-CONSTRUCTION)**  
**PC1244 – Housing Navigation Services**

**IN WITNESS WHEREOF**, HACSB and Contractor have entered into this Agreement as of the Effective

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

**Inland Housing Solutions**

By: \_\_\_\_\_ (Affix seal if a corporation)

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

Its: \_\_\_\_\_

**CERTIFICATE OF CORPORATE AUTHORITY**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Contractor herein; that \_\_\_\_\_ who signed this Agreement on behalf of Contractor, was then \_\_\_\_\_ of said corporation; that said Contract was duly signed for and in behalf of said corporation and its governing body and is within the scope of its corporate powers.

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

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

Its: \_\_\_\_\_

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

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

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

Name: Maria Razo

Its: Executive Director

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

## **Exhibit A – Statement of Work**

The Housing Navigator shall assist clients referred by the Housing Authority in identifying and obtaining rental housing in San Bernardino County. Clients who are referred for services may be facing barriers to obtaining housing such as homelessness, poor credit or rental history, mental illness, or prior contact with law enforcement. The successful consultant (Housing Navigator) will provide support and assistance, enabling the client to successfully overcome barriers and achieve permanent housing.

The Consultant will be expected to conduct an intake and assessment interview with each client to determine the individual needs and obstacles the client may face in a search for housing. The Housing Navigator will review credit checks, assessment information, and any other relevant information and make referrals to service providers as appropriate. Additionally, the Housing Navigator will join the client when meeting with landlords as needed and assist the client and landlord with the Housing Authority's Request for Tenancy Approval (RFTA) process. Other duties the successful consultant will be expected to provide include, but may not be limited to the following:

1. Conduct an individualized needs assessment for each client and work with the client to develop an Individualized Service Plan to address barriers which might prevent the client from obtaining and/or searching for housing
2. Identify the appropriate source of funding to assist the client with housing navigation and pre-tenancy financial supports;
3. Obtain any required verifications and/or supporting documents to support the funding source used to assist clients;
4. Provide information, referrals, linkages, and advocacy to assist clients in accessing services and resources
5. Create and Maintain relationships with various Community Based Organizations that provide key resources and services for homeless individuals
6. Conduct landlord outreach and maintain a pool of landlords and vacant unit list;
7. Identify potential housing opportunities, assist with completion of paperwork and preparation for housing
8. Provide transportation to voucher holders to view units and meet with landlords;
9. Assist clients with housing applications and advocate for clients with prospective landlords
10. Assist landlords with the completion of housing authority forms and requested documentation;
11. Provide/Arrange for various deposits on behalf of client (security, utility, etc.)
12. Support move-in to new unit, housing inspections, and develop plans for rent payment crisis and daily living (post occupancy assistance as needed)
13. Maintain complete and accurate documentation of services and financial assistance provided to each client in accordance with federal, state, county and HACSB guidelines. Documentation shall be provided to the HACSB upon request.
14. Ability to work flexible hours if needed
15. Ability to provide assistance in a non-judgmental manner
16. Conduct all Emergency Solutions Grant (ESG) compliance, monitoring and reporting functions as assigned., including reporting data in the Homeless Management Information System (HMIS)

## **Leasing Goals**

1. Place voucher holders in housing units within 60 days of voucher issuance.
2. Place 455 voucher holders into housing units by 9/30/22
3. Minimize recidivism to maintain 455 utilized vouchers as of 9/30/2023 (contingent on extension of contract).

## **Statement of Work – Budget Breakdown:**

#	VENDOR SERVICES (FIXED PRICED, FEE FOR SERVICE)	AMOUNT (\$)	BUDGET (%)
1	<b>Personnel</b> Direct Labor including: Intake, Assessment, IHP, Housing Acquisition, Lease-up, Housing Navigation, Tenancy Support, Landlord/Tenant Mediation, Housing Identification, etc.	\$ 823,200. <sup>00</sup>	50.74%
2	<b>Support Labor</b> Finance, Compliance, HMIS, Customer Service, Data Entry/Analytics, etc.	\$ 132,000. <sup>00</sup>	8.14%
3	<b>Landlord Risk Reduction Fund</b> Landlord Mitigation, Damages, Tenant Equity Accessibility	\$ 184,800. <sup>00</sup>	11.39%
4	<b>Subcontract</b> Marketing, Technology, and Software Customization and Integration for Housing Acquisition Support, Landlord Engagement Support, Landlord Retention Support, Relationship Management Support, etc.	\$ 229,680. <sup>00</sup>	14.16%
5	<b>Program Implementation &amp; Development</b> Expendable Program Supplies, Printed Materials, Employee Mileage, Meals, Equipment, Computers, etc.	\$ 105,000. <sup>00</sup>	6.47%
6	<b>Administration</b> Project Oversight, Reporting and Operations Management	\$ 147,600. <sup>00</sup>	9.10%
<b>TOTAL BUDGET</b>		<b>\$1,622,280.<sup>00</sup></b>	<b>100%</b>

## **Fee Schedule:**

#	PAYMENT PROFILE	
1	Contract Award (40%)	\$648,912
2	Qtr. 1: October 1, 2021 (20%)	\$243,342
3	Qtr. 2: January 1, 2022 (20%)	\$243,342
4	Qtr. 3: April 1, 2022 (20%)	\$243,342
5	Qtr. 4: July 1, 2022 (20%)	\$243,342
<b>TOTAL CONTRACT AMOUNT</b>		<b>\$1,622,280</b>

**Exhibit B**  
**GENERAL CONDITIONS FOR NON-CONSTRUCTION WORK**  
**(HUD – 5370-C)**

**Document on Following Page**

**Exhibit C**  
**Additional General Provisions**

**Document on Following Page**



## ADDITIONAL GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.
  - a. **Business Entity** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
  - b. **Contractor** means the Business Entity with whom the Housing Authority of the County of San Bernardino enters into this Agreement. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
  - c. **Firm Price** means the Agreement requires the delivery of products or services at a specific price, fixed at the time of the Agreement and not subject to any adjustment on the basis of Contractor's cost experience in performing under the terms of the Agreement.
  - d. **HACSB** means the Housing Authority of the County of San Bernardino, its employees, and authorized representatives, including without limitation any department, agency, or other unit of HACSB.
  - e. **Non-routine maintenance** means duties or tasks that ordinarily would be performed on a regular basis in the course of upkeep of property, but have become substantial in scope because they have been put off, and involve expenditures that would otherwise materially distort the level trend of maintenance expenses. Replacement of equipment and materials rendered unsatisfactory because of normal wear and tear by items of substantially the same kind does qualify, but reconstruction, substantial improvement in the quality or kind of original equipment and materials, or remodeling that alters the nature or type of housing units does not qualify.
2. **COMPLIANCE WITH STATUTES AND REGULATIONS:** Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and HACSB and agrees to indemnify HACSB against any loss, cost, damage or liability by reason of Contractor's violation of this provision.
3. **CONTRACTOR'S POWER AND AUTHORITY:** Contractor warrants that it has full power and authority to enter into and perform its obligations under this Agreement, and will hold HACSB harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Agreement. Further, Contractor agrees that it will not enter into any arrangement with any third party which might abridge any rights of HACSB under this Agreement.
4. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by HACSB unless expressly included and itemized in the Agreement.
  - a. Contractor must strictly follow Agreement requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. HACSB may permit use of an alternate carrier at no additional cost to HACSB with advance written authorization of HACSB.
  - b. If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by HACSB and a waiver is granted in writing and in advance of shipping.
  - c. On "F.O.B. Shipping Point" transactions, should any shipments under the Agreement be received by HACSB in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, contractor, on request of HACSB, shall at Contractor's own expense assist HACSB in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.
5. **TIME IS OF THE ESSENCE:** Time is of the essence in this Agreement.
6. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in the Agreement. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities

specified herein, HACSB shall not be required to make any payment for the excess goods, and may return them to Contractor, at Contractor's expense, or utilize any other rights available to HACSB at law or in equity.

7. **SUBSTITUTIONS:** Substitution of goods may not be tendered, without advance written consent of HACSB. Contractor shall not use any specification in lieu of those contained in the Agreement, without written consent of HACSB.

8. **INSPECTION, ACCEPTANCE AND REJECTION:**

- a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to HACSB covering goods and services under this Agreement and will tender to HACSB only those goods that have been inspected and found to conform to the requirements of this Agreement. Contractor will keep records evidencing inspections and their result, and will make these records available to HACSB during performance of the Work and for three years after final payment. Contractor shall permit HACSB to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Work.
- b. All goods may be subject to inspection and test by HACSB or its authorized representatives.
- c. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to HACSB. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
- d. All goods to be delivered hereunder may be subject to final inspection, test, and acceptance by HACSB at destination, notwithstanding any payment or inspection at source.
- e. HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If HACSB does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such goods and services will be deemed to have been accepted. Acceptance by HACSB will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that HACSB might have at law or by express reservation in this Agreement with respect to any nonconformity.

9. **SAMPLES:**

- a. Samples of items may be required by HACSB for inspection and specification testing and must be furnished free of expense to HACSB. The samples furnished must be identical in all respects to the products bid and/or specified in the Agreement.
- b. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

10. **WARRANTY:** Unless otherwise specified, the warranties contained in this Agreement begin after acceptance has occurred.

- a. Contractor warrants that goods and services furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by HACSB, free from defects in design. HACSB's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.
- b. All warranties, including special warranties specified elsewhere herein, shall inure to HACSB, its successors, assigns, customer agencies and users of the goods or services.

11. **SAFETY AND ACCIDENT PREVENTION:** In performing the Work under this Agreement on HACSB premises, Contractor shall conform to any specific safety requirements contained in the Agreement or as required by law or regulation. Contractor shall take any additional precautions as HACSB may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with the default provisions hereof.

12. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions issued by the Industrial Accident Commission of the State of California.
13. **INSURANCE:** Contractor shall not commence Work under this Agreement until all insurance required under this paragraph has been obtained and such insurance has been approved by HACSB, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish HACSB with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Any policy of insurance required of Contractor under this Agreement shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to HACSB of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance required hereunder shall be issued by a California admitted insurance carrier.

The insurance required to be carried by Contractor hereunder shall include:

- a. Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the entire term of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- b. Commercial General Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the entire term of this Agreement in the amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence; HACSB listed as Additional Insured on an attached endorsement. Such coverage shall include, but shall not be limited to, protection against claims arising from, and damage to property resulting from, activities contemplated under this Agreement. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to HACSB and shall provide that notice must be given to HACSB at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.

Broad form property damage endorsement must be attached. HACSB is to be named as an additional insured included on an attached endorsement for any contracts of insurance under this paragraph b. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by HACSB. Contractor shall be named as an additional insured with respect to such general liability insurance policy.

- c. Automobile Liability. Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit coverage. Contractor shall be named as an additional insured with respect to such automobile liability insurance policy.
- d. Errors and Omissions Liability: \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or:
- e. Professional Liability: \$1,000,000; per occurrence and aggregate.

- f. Worker's Compensation. A state approved Workers Compensation and Employers Liability Insurance policy providing benefits as required by law with employer's liability limits no less than One Million and No/100 Dollars (\$1,000,000) per accident or disease, which covers all employees of the contractor and each and every contractor.
14. **FORCE MAJEURE:** Contractor shall be excused for performing the Work hereunder in the event that Contractor is unable to perform the Work for one of the following reasons:
- a. Acts of God or of the public enemy, and
  - b. Acts of the federal, state, or local government in either its sovereign or contractual capacity.
- Such delay shall be for the period of time that Contractor is delayed from performing the Work as a direct result of one of the foregoing reasons. Contractor shall provide HACSB notice within three (3) days of any such force majeure event.
15. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of HACSB, employees of HACSB, persons designated by HACSB for training, or any other person(s) other than agents or employees of Contractor, designated by HACSB for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at Contractor's site or at HACSB's place of business, provided that the injury or damage was caused by the fault or negligence of Contractor.
  - b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by Contractor during the Agreement.
16. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. The State of California and other sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
17. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the Agreement for work completed through the date of invoice. HACSB will pay properly submitted, undisputed invoices not more than thirty (30) days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
18. **TAXES:** HACSB will only pay for any state or local sales or use taxes on the services rendered or goods supplied to HACSB pursuant to this Agreement.
19. **NEWLY MANUFACTURED GOODS:** All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.
20. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Agreement shall not be made without prior written approval of HACSB.
21. **PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:**
- a. Contractor shall hold HACSB, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.
  - b. Contractor may be required to furnish a bond to HACSB against any and all loss, damage, costs, expenses, claims and liability for patent, copyright, and trade secret infringement.
  - c. Contractor, at its own expense, shall defend any action brought against HACSB to the extent that such action is based upon a claim that the goods or software supplied by Contractor or the operation of such goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against HACSB in any such action. Such defense and payment shall be conditioned on the following:
    - i. That Contractor shall be notified within a reasonable time in writing by HACSB of any notice of such claim; and,

- ii. That Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, HACSB shall have the option to participate in such action at its own expense.
- d. Should the goods or software, or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, HACSB shall permit Contractor at its option and expense either to procure for HACSB the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by HACSB shall be prevented by injunction, Contractor agrees to take back such goods or software and make every reasonable effort to assist HACSB in procuring substitute goods or software. If, in the sole opinion of HACSB, the return of such infringing goods or software makes the retention of other goods or software acquired from Contractor under this Agreement impractical, HACSB shall then have the option of terminating such Agreement, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such goods or software and refund any sums HACSB has paid Contractor.
- e. Contractor shall have no liability to HACSB under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
  - i. The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by Contractor; or,
  - ii. The operation of equipment furnished by Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
  - iii. The modification by HACSB of the equipment furnished hereunder or of the software; or
  - iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f. Contractor certifies that it has appropriate systems and controls in place to ensure that HACSB funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- g. The foregoing states the entire liability of Contractor to HACSB with respect to infringement of patents, copyrights, or trade secrets.

## **22. STOP WORK:**

- a. HACSB may, at any time, by written Stop Work order ("Stop Work Order") to Contractor, require Contractor to stop all, or any part, of the Work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, HACSB shall either:
  - i. Cancel the Stop Work Order; or
  - ii. Terminate the Work covered by the Stop Work Order as provided for in the termination for default or the voluntary termination provision of this Agreement.
  - iii. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. HACSB shall make an equitable adjustment in the delivery schedule, the price, or both, and the Agreement shall be modified, in writing, accordingly, if:
    - 1. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
    - 2. Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if HACSB decides the facts

justify the action, HACSB may receive and act upon a proposal submitted at any time before final payment under this Agreement.

- b. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the provision entitled Voluntary Termination, HACSB shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- c. HACSB shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.

**23. COVENANT AGAINST GRATUITIES:** Contractor warrants that it complies with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), and that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of HACSB with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, HACSB shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by HACSB in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of HACSB provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

**24. COMPLIANCE WITH DAVIS-BACON ACT:** For construction agreements in excess of \$2,000, Contractor certifies that it complies with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 3). Unless otherwise indicated in the Statement of Work, Contractors of HACSB are required, pursuant to 24 CFR 85.36(h)(5), to pay Davis-Bacon wage rates for all "construction contracts and related subcontracts in excess of \$2000," which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate. Compliance with this clause also means that Contractor may be subject to completing certain reports and to audits by HACSB and the Department of Housing and Urban Development. Such reports and information relating to compliance can be obtained at the Internet website: <http://www.gpo.gov/davisbacon/>. Contractor shall include the wage provisions of this clause in all subcontracts to perform work under this Agreement.

HACSB shall have the right to audit Contractor, at any time, in order to ensure compliance with the requirements of this Section. In connection therewith, Contractor agrees to maintain accurate books and records in connection with the Work, and all payments made or received by Contractor pursuant to this Agreement, and to provide such information to HACSB, within five (5) business days of any request by HACSB. In addition, Contractor shall provide, upon two (2) business days request, information to HACSB of each and every employee retained by Contractor in connection with the Work, and shall permit HACSB to interview any such employees, contractors, or subcontractors. Contractor agrees that all maintenance laborers and mechanics employed by it in connection with the performance of the Work shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that Contractor's payroll records accurately set forth the time spent in each classification in which the work is performed. The wage determination, including any additional classifications and wage rates approved by HUD shall be posted at all times by Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

**25. CALIFORNIA PREVAILING WAGE (IF AGREEMENT PRICE IS LESS THAN \$2,000):** In the event the Agreement Price is less than \$2,000, Contractor agrees to comply with all prevailing rate requirements of the California Labor Code. HACSB shall have the right to audit and inspect Contractor's books and records, and interview Contractor's employees, contractors, and subcontractors, all according to the same provisions set forth in Section 26 above.

**26. EQUAL EMPLOYMENT OPPORTUNITY:** For all construction agreements in excess of \$10,000, Contractor certifies its compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

**27. NONDISCRIMINATION CLAUSE:**

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

**28. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

**29. DRUG-FREE WORKPLACE CERTIFICATION:** Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - i. the dangers of drug abuse in the workplace;
  - ii. the person's or organization's policy of maintaining a drug-free workplace;
  - iii. any available counseling, rehabilitation, and employee assistance programs; and,
  - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting agreement:
  - i. will receive a copy of the company's drug-free policy statement; and,
  - ii. will agree to abide by the terms of the company's statement as a condition of employment on the agreement.

**30. RECYCLING:** Contractor shall certify in writing under penalty of perjury, compliance with Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to HACSB regardless of whether the product meets the requirements of Section 12209.

**31. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** For agreements in excess of \$2,000, and in excess of \$2500 for other agreements which involve the employment of mechanics or laborers, Contractor certifies that it complies with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

**32. CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

- b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 33. ELECTRONIC WASTE RECYCLING ACT OF 2003:** Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 34. ENVIRONMENTAL REGULATIONS:** For agreements in excess of \$100,000, Contractor certifies that it complies with the requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (3 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).
- 35. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise HACSB of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
- 36. DOMESTIC PARTNERS:** For agreements over \$100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.3.



## **Exhibit D**

### **Work Authorization**

**Schedule Dates:**

Start Date:                      October 1, 2021

Completion Date:              September 30, 2022

**Total Contract Cost:      \$1,622,280.00 and per the Fee Schedule Located in Exhibit A**

Schedule Requirements – Statement of Work ("Exhibit A")

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

Additional General Provisions ("Exhibit C")

Work Authorization ("Exhibit D")

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

**September 14, 2021**

## **FROM**

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

## **SUBJECT**

Updates to Local Payment Standards for the Moving to Work Housing Choice Voucher Program, Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs, and Payment Standards for the Emergency Housing Voucher Program Effective October 1, 2021

## **RECOMMENDATION(S)**

Adopt Resolution No.119 approving updates to Local Payment Standards for the Moving to Work Housing Choice Voucher Program, Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs, and Payment Standards for the Emergency Housing Voucher Program Effective October 1, 2021.

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

## **GOALS & OBJECTIVES**

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

## **FINANCIAL IMPACT**

The proposed revisions to the Housing Authority of the County of San Bernardino (HACSB) payment standards schedules include increases to the payment standards for all submarkets and bedroom sizes for Moving to Work (MTW), Traditional Regulatory Assistance for Special Purpose Programs (non-MTW), and Emergency Housing Voucher (EHV) programs. While an increase to payment standards has the potential to also increase the Housing Assistance Payment (HAP) expense, the total increase would happen over a two-year period, assuming that the updated proposed payment standards are applied to all assisted households at their next recertification and to new families at initial lease-up. The total increase after the two-year implementation period is estimated at \$3.99 million. Any increase to HAP costs will be funded by the respective voucher program fund.

## **BACKGROUND INFORMATION**

### **FY 2021-2022 Update – Local Payment Standards (LPS) for MTW Programs**

In 2009, HACSB developed the LPS through its MTW designation for its MTW Housing Choice Voucher program. The activity allows HACSB to develop LPS that reflect the varying rental markets within San Bernardino County (county), rather than using the Fair Market Rents (FMR) established by United States Department of Housing and Urban Development (HUD) for the entire San Bernardino/Riverside metropolitan area. The LPS reflect the diverse rental submarkets that exist across the county and expands housing choices for HACSB families by providing them the opportunity to relocate into areas of greater opportunity.

In 2010, through a competitive procurement process, Applied Real Estate Analysis (AREA, Inc.), an independent third-party real estate analysis company, was hired to assess the local area real

Updates to Local Payment Standards for the Moving to Work Housing Choice Voucher Program, Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs, and Payment Standards for the Emergency Housing Voucher Program Effective October 1, 2021  
September 14, 2021

estate market. AREA, Inc. identified nine varying rental submarkets and the corresponding market rents for each. The LPS were then developed at a submarket level rather than a countywide level based upon the market rent values within each submarket.

AREA conducted the annual analysis of the local real estate market for the FY 2021-2022 LPS update. The attached proposed schedule of LPS for FY 2021-2022 reflects increases to the LPS values for all submarkets and bedroom sizes. The amount of any increase is set at the amount proposed by AREA based upon their rental market analysis. Adopting the proposed LPS schedule will protect the integrity of the MTW activity and ensure that the LPS continue to reflect reasonable market rents. The complete 2021-2022 MTW LPS are included in the attached proposed schedule. A summary of the proposed changes by submarket is included in the table below. If approved, the new LPS will take effect October 1, 2021.

Submarket	Located	Values Recommended by AREA
Submarket 1	Desert	Increase the average payment standard for the submarket by 30.8%, or \$396.
Submarket 2	Victor Valley/Barstow	Increase the average payment standard for the submarket by 19.6%, or \$311.
Submarket 3	Morongo Valley/29 Palms	Increase the average payment standard for the submarket by 9.1%, or \$115.
Submarket 4	Mountains	Increase the average payment standard for the submarket by 27.6%, or \$487.
Submarket 5	San Bernardino North	Increase the average payment standard for the submarket by 18.5%, or \$333.
Submarket 6	San Bernardino South	Increase the average payment standard for the submarket by 25.2%, or \$406.
Submarket 7	East Valley	Increase the average payment standard for the submarket by 9.8%, or \$213.
Submarket 8	West Valley	Increase the average payment standard for the submarket by 5.5%, or \$132.
Submarket 9	Central Valley	Increase the average payment standard for the submarket by 12.2%, or \$213.

### Financial Impact Factors

HACSB anticipates that the following variables will impact the estimated \$3.99 million cost increase:

- A. Cost Mitigation Policies: Families who choose to lease a unit with more bedrooms than their approved voucher size account for a large portion of the potential cost increase. HACSB has received authorization from HUD to use our MTW flexibilities to address these over-housed families through the following policy changes:
  - (Effective July 1, 2021) Families are required to lease a unit that the same size as their approved voucher size. This policy applies to families at the time of the initial

Updates to Local Payment Standards for the Moving to Work Housing Choice Voucher Program, Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs, and Payment Standards for the Emergency Housing Voucher Program Effective October 1, 2021  
September 14, 2021

- or new lease and does not apply retroactively to families currently leasing units that are larger than their voucher size.
- HACSB will not apply the increased LPS automatically at recertification for families who are over-housed. The increased LPS are applied if the property owner requests and is approved for a rent increase.
- B. Rent Reasonableness: Any request for a rent increase is subject to a rent reasonableness review. The review will determine the actual amount of any rent increase.
- C. Rent Increase Requests: The HAP for a unit may increase only if a landlord requests and is approved for a rent increase.
- D. Family Income: Depending on household circumstances, an approved rent increase may result in an increase to the family rent share and not to HACSB's share. Additionally, changes in family income may offset an approved rent increase.

FY 2021-2022 Update – Payment Standards for Traditional Regulatory Assistance for Special Purpose Programs

The MTW Local Payment Standards outlined above cannot be applied to Special Purpose programs because HACSB administers HUD programs through grants and other federal resources including Veterans Affairs Supportive Housing, Shelter Plus Care programs, Mainstream program for disabled households, and Housing Opportunities for Persons With AIDS, which are traditionally regulated programs not included in the MTW contract. Therefore, HACSB also reviews and updates the payment standard schedule for Special Purpose programs annually based upon the Fair Market Rent (FMR) published annually by HUD.

Like the approved 2020-2021 payment standards, the proposed 2021-2022 payment standards include three regions representing different segments within the County. The amounts are based upon an analysis of the market rate rental prices for each region and are set within 90 and 110 percent of HUD's final 2021 FMRs as follows:

- Region A: 90% of the HUD-published FMRs
- Region B: 100% of the HUD-published FMRs
- Region C: 110% of the HUD-published FMRs

The 2021-2022 Payment Standards for Traditional Regulatory Assistance for Special Purpose Programs are included in the attached proposed schedule.

FY 2021-2022 Update – Payment Standards for the Emergency Housing Voucher Program

On May 5, 2021 HUD published Notice Public and Indian Housing (PIH) 2021-15 concerning the implementation of the EHV program. The notice contains several regulatory waivers and administrative flexibilities that housing authorities may adopt in order to remove potential barriers for EHV recipients. The notice acknowledges that many rental markets are very competitive and that EHV recipients, who are homeless or at risk of homelessness, may have lower incomes, limited or poor credit histories, and limited established rental histories, as well as other challenges, which may make landlords reluctant to rent to them. As such, HUD is permitting housing authorities to establish separate payment standards for the EHV program to increase the potential pool of available units for EHV. The separate payment standards may be set at any level between

Updates to Local Payment Standards for the Moving to Work Housing Choice Voucher Program, Payment Standards for the Traditional Regulatory Assistance for Special Purpose Programs, and Payment Standards for the Emergency Housing Voucher Program Effective October 1, 2021  
September 14, 2021

90-120 percent of the published FMR. Additionally, housing authorities may request HUD approval to apply MTW activities to the EHV program.

The proposed EHV payment standards utilize both the flexibility provided in Notice PIH 2021-15 and HACSB's MTW flexibilities to widen the potential pool of available units for EHV recipients. The updated EHV payment standards are divided into four regions representing different segments of the county. Generally, the EHV payment standards will be set at a percentage of the FMR for the regions. However, if any of the MTW Local Payment Standards for the submarkets within a region exceed 120% of FMR, the MTW Local Payment Standard of the highest submarket will apply to the entire region. Grouping the payment standards into four regions will provide a broader range of housing opportunities for EHV households and encourage greater landlord acceptance of the vouchers.

The proposed EHV payment standards are structured as follows:

- Desert Region: 100% of FMR.
- Mountain Region: 120% of FMR or MTW Submarket 4 Local Payment Standard, whichever is higher.
- Central Region: 120% of FMR.
- Western Region: 120% of FMR or Submarket 8 Local Payment Standard (126 – 136% of FMR), whichever is higher.

The proposed 2021-2022 payment standards for EHV by region are included in the attached proposed schedule.

#### **PROCUREMENT**

Not applicable.

#### **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on August 26, 2021.

## **HOUSING AUTHORITY RESOLUTION NO. 2021-119**

### **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING PAYMENT STANDARDS UPDATES FOR THE MOVING TO WORK HOUSING CHOICE VOUCHER PROGRAM, TRADITIONAL REGULATORY ASSISTANCE FOR SPECIAL PURPOSE PROGRAMS, AND EMERGENCY HOUSING VOUCHER PROGRAM EFFECTIVE OCTOBER 1, 2021 AND SUPERSEDING ALL PRIOR RESOLUTIONS ESTABLISHING SUCH PAYMENT STANDARDS**

#### **RECITALS**

**WHEREAS**, the Housing Authority of the County of San Bernardino (HACSB) is a duly formed housing authority of the State of California, and is vested with the responsibilities set forth in Division 24, Part 2, Article 4 (Sections 34310-34334) of the California Health and Safety Code, which includes providing low and moderate income housing within its jurisdiction; and

**WHEREAS**, the Authority administers the Housing Choice Voucher program for the United States Department of Housing and Urban Development (HUD); and

**WHEREAS**, HACSB entered into a Moving to Work (MTW) contract with the United States Department of Housing and Urban Development (HUD) effective March 14, 2008, which governs the regulations of the administration of the Housing Choice Voucher and Public Housing programs; and

**WHEREAS**, the Authority administers HUD programs through grants and other federal resources including Veterans Affairs Supportive Housing (VASH), Shelter Plus Care (SPC) programs, Mainstream program for disabled households, and Housing Opportunities for Persons with AIDS (HOPWA) which are traditionally regulated programs;

**WHEREAS**, housing authorities are required to establish payment standards which set the maximum subsidy payment a family can receive from the housing authority each month; and

**WHEREAS**, HUD annually sets Fair Market Rents which are used by housing authorities to develop the payment standards; and

**WHEREAS**, housing authorities are required to review and update payment standards annually to maintain reasonable rents paid on behalf of clients receiving subsidy; and

**WHEREAS**, HUD approved the Authority's Local Payment Standards MTW activity which allows the Authority to determine Local Payment Standard amounts by submarket based on the local rental market for the MTW Housing Choice Voucher program which are reviewed annually.

#### **OPERATIVE PROVISIONS**

#### **NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO DOES RESOLVE AS FOLLOWS:**

Section 1. The Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

Section 2. The Board of Commissioners hereby approves the Local Payment Standards for the Moving to Work Housing Choice Voucher program, payment standards for the Traditional Regulatory Assistance for Special Purpose programs, and payment Standards for the Emergency Housing

Voucher program effective October 1, 2021, copies of which are attached hereto and incorporated herein by reference.

Section 3. This resolution shall supersede all prior resolutions of the HACSB establishing payment standards covered by this resolution and such prior resolutions shall be of no further force or effect.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA                    )  
  )       ss.  
COUNTY OF SAN BERNARDINO        )

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary



HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO

## Moving to Work (MTW) Payment Standards FY 2021-2022

	0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
<b>Submarket 1 - Desert</b>	<b>\$650</b>	<b>\$780</b>	<b>\$1,170</b>	<b>\$1,600</b>	<b>\$1,990</b>	<b>\$2,290</b>	<b>\$2,587</b>
May include the following cities: Baker, Daggett, Ridgecrest, Trona, Yermo, Amboy, Cima, Earp, Edwards, Essex, Fort Irwin, Hinkley, Ludlow, Mountain Pass, Newberry Springs, Nipton, Parker Dam, Vidal							
<b>Submarket 2 - Victor Valley / Barstow</b>	<b>\$800</b>	<b>\$1,000</b>	<b>\$1,275</b>	<b>\$1,755</b>	<b>\$2,200</b>	<b>\$2,530</b>	<b>\$2,860</b>
May include the following cities: Adelanto, Apple Valley, Barstow, Helendale, Hesperia, Lucerne Valley, Oro Grande, Phelan, Pinon Hills, Victorville							
<b>Submarket 3 - Morongo Valley / 29 Palms</b>	<b>\$750</b>	<b>\$910</b>	<b>\$1,090</b>	<b>\$1,550</b>	<b>\$1,910</b>	<b>\$2,200</b>	<b>\$2,483</b>
May include the following cities: Joshua Tree, Landers, Morongo Valley, Pioneer Town, 29 Palms, Yucca Valley							
<b>Submarket 4 - Mountains</b>	<b>\$1,235</b>	<b>\$1,495</b>	<b>\$1,800</b>	<b>\$2,100</b>	<b>\$3,065</b>	<b>\$3,520</b>	<b>\$3,985</b>
May include the following cities: Angelus Oak, Big Bear City, Big Bear Lake, Blue Jay, Cedar Glen, Crest Park, Crestline, Fawnskin, Forest Falls, Green Valley Lake, Lake Arrowhead, Lytle Creek, Mt. Baldy, Rimforest, Running Springs, Skyforest, Sugarloaf, Twin Peaks, Wrightwood							
<b>Submarket 5 - San Bernardino North</b>	<b>\$1,025</b>	<b>\$1,195</b>	<b>\$1,495</b>	<b>\$2,010</b>	<b>\$2,545</b>	<b>\$2,930</b>	<b>\$3,309</b>
May include the following cities: Cedarpines Park, Highland (North), Patton, San Bernardino (North)							
<b>Submarket 6 - San Bernardino South</b>	<b>\$960</b>	<b>\$1,215</b>	<b>\$1,400</b>	<b>\$1,770</b>	<b>\$2,385</b>	<b>\$2,740</b>	<b>\$3,101</b>
May include the following cities: Highland (West), San Bernardino (South)							
<b>Submarket 7 - East Valley</b>	<b>\$1,145</b>	<b>\$1,425</b>	<b>\$1,665</b>	<b>\$2,280</b>	<b>\$2,740</b>	<b>\$3,150</b>	<b>\$3,562</b>
May include the following cities: Bryn Mawr, Colton (East), Grand Terrace, Highland (East), Loma Linda, Mentone, Redlands, Yucaipa							
<b>Submarket 8 - West Valley</b>	<b>\$1,375</b>	<b>\$1,630</b>	<b>\$2,000</b>	<b>\$2,600</b>	<b>\$3,000</b>	<b>\$3,450</b>	<b>\$3,900</b>
May include the following cities: Chino, Chino Hills, Fontana (North), Guasti, Montclair, Ontario, Rancho Cucamonga, Upland							
<b>Submarket 9 - Central Valley</b>	<b>\$1,070</b>	<b>\$1,300</b>	<b>\$1,555</b>	<b>\$2,100</b>	<b>\$2,595</b>	<b>\$2,980</b>	<b>\$3,374</b>
May include the following cities: Bloomington, Colton (West), Fontana (South), Muscoy, Rialto							

MTW payment standards are based on the analysis of independent third-party data. The submarkets are based on census tracts; city names are a suggestive guide and may not be used to accurately determine sub market. **Please note that some cities may fall within multiple submarkets.** Please note, the amounts detailed above are the maximum contract rent that may be approved by bedroom size. Your particular unit's final approved contract rent may be lower.



## Special Purpose Voucher Programs Payment Standards Effective October 1, 2021 (FY 2021-2022)

### Region A

0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
<b>\$956</b>	<b>\$1,082</b>	<b>\$1,358</b>	<b>\$1,859</b>	<b>\$2,288</b>	<b>\$2,631</b>	<b>\$2,975</b>
<b>Submarket 1 - Desert</b>						
May include the following cities: Baker, Daggett, Ridgecrest, Trona, Yermo, Amboy, Cima, Earp, Edwards, Essex, Fort Irwin, Hinkley, Ludlow, Mountain Pass, Newberry Springs, Nipton, Parker Dam, Vidal						
<b>Submarket 2 - Victor Valley / Barstow</b>						
May include the following cities: Adelanto, Apple Valley, Barstow, Helendale, Hesperia, Lucerne Valley, Oro Grande, Phelan, Pinon Hills, Victorville						
<b>Submarket 3 - Morongo Valley / 29 Palms</b>						
May include the following cities: Joshua Tree, Landers, Morongo Valley, Pioneer Town, 29 Palms, Yucca Valley						

### Region B

0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
<b>\$1,062</b>	<b>\$1,202</b>	<b>\$1,509</b>	<b>\$2,065</b>	<b>\$2,542</b>	<b>\$2,923</b>	<b>\$3,305</b>
<b>Submarket 4 - Mountains</b>						
May include the following cities: Angelus Oak, Big Bear City, Big Bear Lake, Blue Jay, Cedar Glen, Crest Park, Crestline, Fawnskin, Forest Falls, Green Valley Lake, Lake Arrowhead, Lytle Creek, Mt. Baldy, Rimforest, Running Springs, Skyforest, Sugarloaf, Twin Peaks, Wrightwood						
<b>Submarket 5 - San Bernardino North</b>						
May include the following cities: Cedarpines Park, Patton, San Bernardino (North)						
<b>Submarket 6 - San Bernardino South</b>						
May include the following cities: San Bernardino (South)						
<b>Submarket 7 - East Valley</b>						
May include the following cities: Bryn Mawr, Grand Terrace, Highland, Loma Linda, Mentone, Redlands, Yucaipa						
<b>Submarket 9 - Central Valley</b>						
May include the following cities: Bloomington, Colton, Muscoy, Rialto						

### Region C

0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
<b>\$1,168</b>	<b>\$1,322</b>	<b>\$1,660</b>	<b>\$2,272</b>	<b>\$2,796</b>	<b>\$3,215</b>	<b>\$3,636</b>
<b>Submarket 8 - West Valley</b>						
May include the following cities: Chino, Chino Hills, Fontana, Guasti, Montclair, Ontario, Rancho Cucamonga, Upland						

Special Purpose Program vouchers are awarded and subsidized through the U.S. Department of Housing and Urban Development (HUD). The applicable payment standards are based on the HUD-published Fair Market Rents. The regions listed above are identified by census tracts; city names are a suggestive guide only. **Please note: some cities fall within multiple submarkets and/or regions.**

**Housing Authority of the County of San Bernardino  
Emergency Housing Voucher Program  
Effective October 1, 2021 (FY 2021-2022)**

**Desert Region**

0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
\$1,062	\$1,202	\$1,509	\$2,065	\$2,542	\$2,923	\$3,304
<b>Submarket 1 - Desert</b>						
May include the following cities: Baker, Daggett, Ridgecrest, Trona, Yermo, Amboy, Cima, Earp, Edwards, Essex, Fort Irwin, Hinkley, Ludlow, Mountain Pass, Newberry Springs, Nipton, Parker Dam, Vidal						
<b>Submarket 2 - Victor Valley / Barstow</b>						
May include the following cities: Adelanto, Apple Valley, Barstow, Helendale, Hesperia, Lucerne Valley, Oro Grande, Phelan, Pinon Hills, Victorville						
<b>Submarket 3 - Morongo Valley / 29 Palms</b>						
May include the following cities: Joshua Tree, Landers, Morongo Valley, Pioneer Town, 29 Palms, Yucca Valley						

**Mountain Region**

0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
\$1,274	\$1,495	\$1,811	\$2,478	\$3,065	\$3,520	\$3,985
<b>Submarket 4 - Mountains</b>						
May include the following cities: Angelus Oak, Big Bear City, Big Bear Lake, Blue Jay, Cedar Glen, Crest Park, Crestline, Fawnskin, Forest Falls, Green Valley Lake, Lake Arrowhead, Lytle Creek, Mt. Baldy, Rimforest, Running Springs, Skyforest, Sugarloaf, Twin Peaks, Wrightwood						

**Central Region**

0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
\$1,274	\$1,442	\$1,811	\$2,478	\$3,050	\$3,507	\$3,964
<b>Submarket 5 - San Bernardino North</b>						
May include the following cities: Cedarpines Park, Patton, San Bernardino (North)						
<b>Submarket 6 - San Bernardino South</b>						
May include the following cities: San Bernardino (South)						
<b>Submarket 7 - East Valley</b>						
May include the following cities: Bryn Mawr, Grand Terrace, Highland, Loma Linda, Mentone, Redlands, Yucaipa						
<b>Submarket 9 - Central Valley</b>						
May include the following cities: Bloomington, Colton, Muscoy, Rialto						

**Western Region**

0 Bedroom	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
\$1,375	\$1,630	\$2,000	\$2,600	\$3,050	\$3,507	\$3,964
<b>Submarket 8 - West Valley</b>						
May include the following cities: Chino, Chino Hills, Fontana, Guasti, Montclair, Ontario, Rancho Cucamonga, Upland						

The regions listed above are identified by census tracts; city names are a suggestive guide only. **Please note: some cities fall within multiple submarkets and/or regions.**

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

**September 14, 2020**

## **FROM**

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

## **SUBJECT**

**FY 2021-2022 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing Programs**

## **RECOMMENDATION(S)**

**Adopt Resolution No. 120 approving FY 2021-2022 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing programs effective October 1, 2021.  
(Presenter: Maria Razo, Executive Director, 332-6305)**

## **GOALS & OBJECTIVES**

**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**

**Despite the slight increase in the value of the utility allowances from the last review in 2020, the financial impact is anticipated to be minimal because these allowances only apply to approximately 10% of families served. Every year, the Housing Authority of the County of San Bernardino (HACSB) considers the changes to the utility allowances which are included in HACSB's 2021-2022 annual budget.**

## **BACKGROUND INFORMATION**

**This item will allow HACSB to update the annual Utility Allowance Schedules, a requirement per Title 24 of the Code of Federal Regulations section 982.517(c). The purpose of the utility allowances is to offset the cost of tenant-paid utilities and appliances not included in the rental subsidy. The Utility Allowance Schedule is only applicable to families participating in the Family Self-Sufficiency Program and Special Purpose Voucher Programs, which equates to approximately 1,000 households. It does not apply to households in the other Housing Choice Voucher Programs or in the Public Housing program that are not enrolled in the Family Self-Sufficiency program; these households have the utility costs incorporated within their household's rent calculation.**

**The Utility Allowance Schedules were derived using actual current rates from applicable utility companies and energy consumption figures specific to San Bernardino County from a utility allowance tool provided by the United States Department of Housing and Urban Development (HUD). The utility allowances for the Public Housing Program also utilize a consumption baseline calculated by our Energy Services Company, Noresco, as a result of our Energy Performance Contract (EPC). HACSB created two sets of allowances, one for units affected by the EPC and a second set for units not impacted by the EPC.**

The Maplewood Homes Affordable Housing community is handled differently, since approximately one-third of the 296 units at that site have solar panels installed and the utility allowance schedules have been adjusted to ensure the savings are distributed to all the households at the community. As a result, the utility allowances for air conditioning and other electric appliances have decreased for those units with solar panels and have increased for those units without solar panels.

If any utility rate has changed by 10% or more from the rate upon which the current allowance is based, HACSB is required to update the allowance for that utility. However, HACSB reviews and updates all allowances to reflect the current rate at the time of review, regardless of the value of the change. In this year's review, the utility rates for one or more utility (consumption rates for natural gas and electricity) have changed by 10% or more since the 2020 utility allowances were adopted, therefore require an update to the utility allowance as guided by HUD. Approval of this item will update the utility allowance schedules with the current rates.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on August 27, 2021.

**HOUSING AUTHORITY RESOLUTION NO. 2021-120**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO APPROVING THE UTILITY ALLOWANCE SCHEDULES FOR  
THE HOUSING CHOICE VOUCHER AND PUBLIC HOUSING PROGRAMS EFFECTIVE OCTOBER  
1, 2021**

**RECITALS**

**WHEREAS**, the utility allowances relative to the Housing Choice Voucher and Public Housing programs are periodically reviewed;

**WHEREAS**, the Housing Authority of the County of San Bernardino (Authority) has conducted the review and has established new revised allowances for the resident, participant, and project-supplied utilities in accordance with current utility consumption and utility rate information; and

**WHEREAS**, the Authority has taken into consideration the energy performance measures for the units affected in the Public Housing program.

**OPERATIVE PROVISIONS**

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY  
OF THE COUNTY OF SAN BERNARDINO DOES RESOLVE AS FOLLOWS:**

Section 1. The Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

Section 2. The Board of Commissioners hereby approves the updated FY 2021-2022 Utility Allowance Schedules relative to the Housing Choice Voucher and Public Housing programs effective October 1, 2021, a copy of which is attached hereto and incorporated herein by reference.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA                     )  
   )       ss.  
COUNTY OF SAN BERNARDINO        )

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

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

Locality <b>San Bernardino County</b>	Age mixed	Unit Type <b>Apartment</b>	Date (mm/dd/yyyy) <b>10/1/2021</b>
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Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	22	25	27	30	33	36	38
	b. Bottle Gas	53	61	65	73	80	87	92
	c. Electric	23	29	38	45	53	60	68
Cooking	a. Natural Gas	4	4	6	8	10	12	13
	b. Bottle Gas	10	10	15	19	24	29	31
	c. Electric	9	11	16	23	31	37	43
Other Electric		35	42	58	74	92	111	126
Air Conditioning		19	23	36	49	60	71	95
Water Heating	a. Natural Gas	8	9	14	18	23	28	30
	b. Bottle Gas	19	22	34	44	56	68	73
	c. Electric	22	25	36	47	58	70	80
Water		44	47	61	82	104	125	141
Sewer		36	36	36	36	36	36	36
Trash Collection		26	26	26	26	26	26	26
Range/Microwave		4	4	4	4	4	4	4
Refrigerator		5	5	5	5	5	5	5
Other - specify		0	0	0	0	0	0	0

Actual Family Allowances to be used by the family to compute allowance. Complete below for the actual unit rented.		Utility or Service	Monthly Cost
Name of Family		Heating	
		Cooking	
		Other Electric	
Address of Use		Air Conditioning	
		Water Heating	
		Water	
		Sewer	
		Trash Collection	
		Range/Microwave	
Number of Bedrooms		Refrigerator	
		Other	
		<b>Total</b>	\$

Spreadsheet based on form HUD-52667 (7/19).

Previous editions are obsolete

ref. Handbook 7420.8

**Any individual, company, corporation, government agency or organization using these utility allowances shall indemnify, defend, and hold harmless the Housing Authority of the County of San Bernardino, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or in connection with the use of these utility allowances under any circumstances.**

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

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

Locality <b>San Bernardino County</b>	Age mixed	Unit Type <b>Detached Houses</b>	Date (mm/dd/yyyy) <b>10/1/2021</b>
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Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	29	34	38	43	47	52	56
	b. Bottle Gas	70	82	92	104	114	126	136
	c. Electric	53	62	70	78	87	95	108
Cooking	a. Natural Gas	4	4	6	8	10	12	13
	b. Bottle Gas	10	10	15	19	24	29	31
	c. Electric	9	11	19	25	33	40	46
Other Electric		52	61	85	114	143	174	197
Air Conditioning		15	19	49	76	103	130	144
Water Heating	a. Natural Gas	10	11	17	23	29	35	38
	b. Bottle Gas	24	27	41	56	70	85	91
	c. Electric	27	35	49	64	76	87	98
Water		44	47	61	82	104	125	143
Sewer		36	36	36	36	36	36	36
Trash Collection		26	26	26	26	26	26	26
Range/Microwave		4	4	4	4	4	4	4
Refrigerator		5	5	5	5	5	5	5
Other - specify		0	0	0	0	0	0	0

Actual Family Allowances to be used by the family to compute allowance. Complete below for the actual unit rented.		Utility or Service	Monthly Cost
Name of Family		Heating	
		Cooking	
		Other Electric	
Address of Use		Air Conditioning	
		Water Heating	
		Water	
		Sewer	
		Trash Collection	
		Range/Microwave	
Number of Bedrooms		Refrigerator	
		Other	
		<b>Total</b>	\$

Spreadsheet based on form HUD-52667 (7/19).

Previous editions are obsolete

ref. Handbook 7420.8

**Any individual, company, corporation, government agency or organization using these utility allowances shall indemnify, defend, and hold harmless the Housing Authority of the County of San Bernardino, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or in connection with the use of these utility allowances under any circumstances.**

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

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

Locality <b>San Bernardino County</b>	Age mixed	Unit Type <b>Manufactured homes</b>	Date (mm/dd/yyyy) <b>10/1/2021</b>
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**Utility or Service**

**Monthly Dollar Allowances**

		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	26	30	33	36	40	44	48
	b. Bottle Gas	63	73	80	87	97	106	116
	c. Electric	57	67	69	70	72	74	82
Cooking	a. Natural Gas	4	4	6	8	10	12	13
	b. Bottle Gas	10	10	15	19	24	29	31
	c. Electric	9	11	19	25	33	40	42
Other Electric		52	61	85	114	143	174	203
Air Conditioning		18	23	45	64	82	101	128
Water Heating	a. Natural Gas	10	11	17	23	29	35	38
	b. Bottle Gas	24	27	41	56	70	85	91
	c. Electric	27	35	49	64	76	87	97
Water		44	47	61	82	104	125	141
Sewer		36	36	36	36	36	36	36
Trash Collection		26	26	26	26	26	26	26
Range/Microwave		4	4	4	4	4	4	4
Refrigerator		5	5	5	5	5	5	5
Other - specify		0	0	0	0	0	0	0

**Actual Family Allowances** to be used by the family to compute allowance.

Complete below for the actual unit rented.

		Utility or Service	Monthly Cost
<b>Name of Family</b>		Heating	
		Cooking	
		Other Electric	
<b>Address of Use</b>		Air Conditioning	
		Water Heating	
		Water	
		Sewer	
		Trash Collection	
		Range/Microwave	
		Refrigerator	
<b>Number of Bedrooms</b>		Other	
		<b>Total</b>	\$

Spreadsheet based on form HUD-52667 (7/19).

Previous editions are obsolete

ref. Handbook 7420.8

**Any individual, company, corporation, government agency or organization using these utility allowances shall indemnify, defend, and hold harmless the Housing Authority of the County of San Bernardino, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or in connection with the use of these utility allowances under any circumstances.**





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

<b>PUBLIC HOUSING PROGRAM</b>							
<b>Utility Allowance Schedule Non Energy Performance Contract</b>							
Effective October 1, 2021							
<b>HOUSES</b>							
	<b>Bedrooms:</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Electric							
	Cooking	7	7	8	9	10	12
	Water Heating	21	21	24	27	31	35
	Space Heating	27	28	32	37	41	47
	Air Conditioning	10	10	11	13	14	16
	Other Electric	27	28	32	37	41	47
Gas							
	Cooking	7	8	9	12	14	16
	Water Heating	34	37	46	57	66	76
	Space Heating	27	30	36	45	52	61
Bottle Gas							
	Cooking	17	19	23	28	33	38
	Water Heating	83	90	111	137	160	185
	Space Heating	66	72	88	109	127	147
Water		35	43	58	77	95	110
Sewer		30	30	30	30	30	30
Trash		26	26	26	26	26	26
Refrigerator		5	5	5	5	5	5
Range/Microwave		4	4	4	4	4	4



PUBLIC HOUSING PROGRAM							
Utility Allowance Schedule Non Energy Performance Contract							
Effective October 1, 2021							
APARTMENTS							
	Bedrooms:	0	1	2	3	4	5
Electric							
	Cooking	7	7	8	9	10	11
	Water Heating	20	20	23	27	30	34
	Space Heating	27	27	31	36	40	45
	Air Conditioning	9	9	11	12	14	16
	Other Electric	27	27	31	36	40	45
Gas							
	Cooking	7	7	9	11	13	15
	Water Heating	33	36	45	55	64	74
	Space Heating	27	29	35	44	51	59
Bottle Gas							
	Cooking	17	18	22	27	32	37
	Water Heating	81	88	108	133	155	180
	Space Heating	64	70	86	106	123	143
Water		34	43	57	76	93	107
Sewer		30	30	30	30	30	30
Trash		26	26	26	26	26	26
Refrigerator		5	5	5	5	5	5
Range/Microwave		4	4	4	4	4	4



PUBLIC HOUSING PROGRAM							
Utility Allowance Schedule Energy Performance Contract							
Effective October 1, 2021							
Apartments - Energy Performance Contract							
	Bedrooms:	0	1	2	3	4	5
Electric							
	Cooking	3	6	6	7	8	9
	Water Heating	8	17	19	22	25	28
	Space Heating	11	22	25	29	33	37
	Air Conditioning	4	8	9	10	12	13
	Other Electric	11	22	25	29	33	37
Gas							
	Cooking	6	6	8	9	10	12
	Water Heating	29	31	37	44	50	57
	Space Heating	23	25	29	35	40	45
Bottle Gas							
	Cooking	14	15	18	22	25	29
	Water Heating	70	75	89	107	122	139
	Space Heating	56	60	71	85	97	110
Water		31	38	48	60	70	79
Sewer		30	30	30	30	30	30
Trash		26	26	26	26	26	26
Refrigerator		5	5	5	5	5	5
Range/Microwave		4	4	4	4	4	4

<b>PUBLIC HOUSING PROGRAM</b>							
<b>Utility Allowance Schedule Energy Performance Contract</b>							
Effective October 1, 2021							
<b>Houses - Energy Performance Contract</b>							
	Bedrooms:	0	1	2	3	4	5
Electric							
	Cooking	3	6	7	8	9	10
	Water Heating	9	17	20	23	26	29
	Space Heating	12	23	26	30	34	38
	Air Conditioning	4	8	9	11	12	13
	Other Electric	12	23	26	30	34	38
Gas							
	Cooking	6	7	8	9	11	12
	Water Heating	30	32	38	45	52	59
	Space Heating	24	25	30	36	41	47
Bottle Gas							
	Cooking	15	16	19	23	26	29
	Water Heating	72	77	92	110	126	143
	Space Heating	57	61	73	87	100	113
Water		31	38	48	61	72	80
Sewer		30	30	30	30	30	30
Trash		26	26	26	26	26	26
Refrigerator		5	5	5	5	5	5
Range/Microwave		4	4	4	4	4	4



HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO

## PUBLIC HOUSING PROGRAM

### Utility Allowance Schedule Energy Performance Contract Maplewood Homes - Solar

Effective October 1, 2021

#### Apartments - Energy Performance Contract

	Bedrooms:	0	1	2	3	4	5
Electric							
	Cooking	3	6	6	7	8	9
	Water Heating	8	17	19	22	25	28
	Space Heating	11	22	25	29	33	37
	Air Conditioning	0	0	0	0	0	0
	Other Electric	10	10	10	10	10	10
Gas							
	Cooking	6	6	8	9	10	12
	Water Heating	29	31	37	44	50	57
	Space Heating	23	25	29	35	40	45
Bottle Gas							
	Cooking	14	15	18	22	25	29
	Water Heating	70	75	89	107	122	139
	Space Heating	56	60	71	85	97	110
Water		31	38	48	60	70	79
Sewer		30	30	30	30	30	30
Trash		26	26	26	26	26	26
Refrigerator		5	5	5	5	5	5
Range/Microwave		4	4	4	4	4	4



HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO

## PUBLIC HOUSING PROGRAM

### Utility Allowance Schedule Energy Performance Contract Maplewood Homes - Non-Solar

Effective October 1, 2021

#### Apartments - Energy Performance Contract

	Bedrooms:	0	1	2	3	4	5
Electric							
	Cooking	3	6	7	8	9	10
	Water Heating	9	17	20	23	26	29
	Space Heating	12	23	26	30	34	38
	Air Conditioning	4	8	9	11	12	13
	Other Electric	46	57	60	65	68	72
Gas							
	Cooking	6	7	8	9	11	12
	Water Heating	30	32	38	45	52	59
	Space Heating	24	25	30	36	41	47
Bottle Gas							
	Cooking	15	16	19	23	26	29
	Water Heating	72	77	92	110	126	143
	Space Heating	57	61	73	87	100	113
Water		31	38	48	61	72	80
Sewer		30	30	30	30	30	30
Trash		26	26	26	26	26	26
Refrigerator		5	5	5	5	5	5
Range/Microwave		4	4	4	4	4	4

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

**September 14, 2021**

## **FROM**

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

## **SUBJECT**

Contract Amendment with S. Groner Associates for the Review of the Landlord Outreach, Education, and Incentive Program

## **RECOMMENDATION(S)**

1. Approve Amendment No. 1 to Contract No. PC1202, effective September 15, 2021, with S. Groner Associates for market research services increasing the current contract by \$21,054 for a total contract amount not to exceed \$85,688 through November 14, 2021, with the option to extend up to four single-years through November 14, 2025.
2. Update to the scope of work to include market research services for the landlord outreach and education program.
3. Authorize and direct the Executive Director to execute and deliver the contract amendment to S. Groner Associates, 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 \$21,054 for a total contract amount not to exceed \$85,688, which is included within the Housing Authority of the County of San Bernardino (HACSB) approved budget and will be included for the subsequent fiscal year included in this contract.

## **BACKGROUND INFORMATION**

In June 2020, the Housing Services Department formed a Landlord Outreach Committee (committee) to focus on landlord retention and recruitment for the rental assistance programs. The committee, which is composed of HACSB employees from different departments, conducted a landlord satisfaction survey to identify what motivates landlords to participate in our programs and areas for improvement. Most of the survey respondents were landlords, who currently participate in the rental assistance programs. The committee has used the survey information to create promotional material and landlord events and make program improvements. However, the committee needs assistance with how to identify and market the rental assistance programs to non-participating landlords. S. Groner Associates met with staff and has provided a proposal to conduct marketing research to identify prospective landlords, analyze motivations and barriers and develop a strategic landlord outreach plan.

Contract Amendment with S. Groner Associates for the Review of the Landlord Outreach, Education and Incentive Program  
September 14, 2021

**PROCUREMENT**

HACSB previously issued a Request for Proposals (RFP) on August 2, 2020, which resulted in the receipt of three proposals. Proposals were evaluated per the requirements of the RFP in which SGA Marketing was the most qualified and most responsive vendor selected to provide these services to the agency.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on August 19, 2021.





**AMENDMENT #1 TO CONTRACT FOR BRANDING – MARKETING SERVICES  
(PC1072)**

**BETWEEN**

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

**And**

**S. GRONER ASSOCIATES**

This Amendment No. 1 (“First Amendment”), dated September 15, 2021 (“Effective Date”), to Agreement for Branding – Marketing Services (PC1202), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, (“Authority”) and S. Groner Associates, a California Corporation (“Contractor”).

**RECITALS**

**WHEREAS**, the Authority and Contractor entered into that certain Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated February 15, 2021 relating to Branding and Marketing Services (“Agreement”) with a total price of \$64,634.00;

**WHEREAS**, the Authority and Contractor now wish to enter into this Amendment No. 1 to the Agreement to update the scope of work to include a landlord outreach and education program included in Exhibit A-1 through November 14, 2021.

**OPERATIVE PROVISIONS**

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

**Section 1.** Article 4 of the Agreement, entitled “Price” is hereby amended to increase the compensation payable to Contractor for the provision of the Work by an additional \$21,054.00 for a the total not-to-exceed sum as shown in the Total Agreement Cost set forth on Exhibit “A-2. Except as so amended, the other provisions of Article 4 shall remain unmodified and in full force and effect.

**Section 2.** Continuing Effect of Agreement. Except as amended by this First Agreement, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

**Section 3.** Affirmation of Agreement; Warranty Re Absence of Defaults. Authority and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, as amended. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than by way of this Amendment No. 1 as provided herein. Each party represents and warrants to the other that the Agreement, as amended by this Amendment No. 1, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to Authority that, as of the date of this first Amendment, Authority is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Authority represents and warrants to Consultant that, as of the date of this first Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

**Section 4.** Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this first Amendment.

**Section 5.** Authorization. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and S. Groner Associates.

---

**S. GRONER ASSOCIATES**

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

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

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

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

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

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

Name: Maria Razo or Gus Joslin for Maria Razo

Title: Executive Director

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

## **Exhibit A-1**

### **Additional Scope of Work Added**

#### **PROGRAM OBJECTIVE**

Implement a regional landlord outreach and education program for the Housing Authority of the County of San Bernardino County (HACSB). The program will increase landlord awareness, participation, and retention with HACSB's rental assistance programs. HACSB's rental assistance programs provide rental assistance to low-income households who locate a unit and landlord willing to participate in the rental assistance program. HACSB currently provides rental assistance to over 10,000 low-income households through its various rental assistance programs.

#### **RESEARCH STRATEGY**

Building and maintaining relationships with landlords can seem daunting for housing program providers who have limited resources. HACSB operates in communities that have a tight rental market with a low vacancy rate and a lack of affordable housing options. Despite these challenges, we are committed to finding innovative and creative ways to engage with landlords and find good quality housing options for program participants.

Before developing an outreach plan, the following will be accomplished:

- Conduct research to focus on identifying landlords and the challenges they face, including but not limited to, misperceptions, questions, and concerns of HACSB's rental assistance programs
- Identify problems and develop potential solutions
- Develop a better understanding of the motivators to why landlords are willing to lease their units to homeless despite significant challenges associated with this population.

#### **Conduct Landlord Research**

1. Conduct research and analyze survey results
  - a. Review results from landlord survey conducted by HACSB
  - b. Identify prospective landlords through research and monitoring of listings and publicly available information
  - c. Conduct brief survey with new, existing, and potential landlords with direct questions about barriers, motivators, retention, and incentives. The survey will build on the survey conducted by HACSB but will focus on the various barriers and motivators get them to participate in HACSB's program.
2. Develop strategic landlord outreach plan

## PROPOSED COSTS

<b>Conduct Landlord Research and Analysis</b>	<b>Total</b>
Analyze the shared values and experiences of HACSB staff	\$590
Review and analyze results from landlord survey conducted by HACSB	\$2,880
Conduct brief survey with new, existing, and potential landlords with direct questions about barriers, motivators, retention, and incentives.	\$10,504
Identify prospective landlords through research and monitoring of listings and publicly available information	\$2,548
Develop strategic landlord outreach plan	\$4,532
<b>TOTAL</b>	<b>\$21,054</b>

## Exhibit A-2

**Schedule Dates:**

Effective Date: September 15, 2021

Completion Date: November 14, 2021

**Total Agreement Cost: Not to exceed \$85,688.00**

<b>Original Agreement Amount Not to Exceed</b>	<b>\$64,634.00</b>
<b>Net Change Orders Previously Approved</b>	<b>\$0.00</b>
<b>Net Change Order – Amendment #1</b>	<b>\$21,054.00</b>
<b>Agreement Value as Amended Not to Exceed</b>	<b>\$85,688.00</b>

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

**September 14, 2021**

## **FROM**

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

## **SUBJECT**

Quitclaim Deed for Transference of Property at the Valencia Grove Site from Housing Partners I, Inc. to the Housing Authority of the County of San Bernardino

## **RECOMMENDATION(S)**

1. Accept a Quitclaim Deed transferring the Valencia Grove retention basin real property, located at 131 E. Lugonia Ave in the city of Redlands, owned by Housing Partners I, Inc., to the Housing Authority of the County of San Bernardino.
2. Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept, sign, finalize and record the Quitclaim Deed with the County of San Bernardino Recorder and any ancillary documents or exhibits necessary in the transference of the parcel.

(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.**

## **FINANCIAL IMPACT**

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB), the cost of recording these documents will be waived since HACSB is exempt from County of San Bernardino fees for recording as a public agency.

## **BACKGROUND INFORMATION**

Valencia Grove was the first public housing site built in the County of San Bernardino. The original 115-unit public housing site was long overdue for a major revitalization. The revitalization of this public housing site consists of three phases:

- Phase I was completed in April of 2016, which included 85 new apartment homes, complete with garages, new playgrounds and a community center.
- Phase II will include 104 new apartment homes.
- Phase III will include 39 new single-family homes.

HACSB development staff is now preparing for the implementation of the second phase at the Valencia Grove site which will consist of the construction of 104 family units. In order to facilitate additional construction necessary to connect the Phase II development to the retention basin as well as to adhere to the U.S. Department of Housing and Urban Development (HUD) requirements relative to our public housing disposition agreement with HUD, staff is proposing that affiliate nonprofit Housing Partners I, Inc. (HPI) now quitclaim its fee interest in the retention basin parcel back to HACSB. HACSB will then complete a transfer of the parcel as necessary to another development entity who will complete construction as funded under the Phase II financing. The approval of this item is necessary to execute a Quitclaim Deed to transfer the Valencia Grove Retention Basin Property to HACSB.

Quitclaim Deed for Transference of Property at the Valencia Grove Site from Housing Partners  
I, Inc. to the Housing Authority of the County of San Bernardino  
September 14, 2021

On October 12, 2012, the HACSB Board of Commissioners (Commission) adopted Resolution No. 2370 authorizing execution of a Ground Lease for the HACSB-owned property located at Orange Street and Lugonia Avenue in the City of Redlands (the Valencia Grove site) to a partnership between HACSB and HPI, who together were developing the first phase of revitalization of the former 115-unit Redlands Lugonia public housing site. Subsequently, on November 14, 2012 the Commission adopted a series of Resolutions which further authorized financing activities, land transfer, easements, etc. to facilitate the development. Resolution 2378 specifically authorized the transfer of additional land (approximately 1.75 acres) directly adjacent the Phase I parcel to HPI in order to construct a retention basin (as required by the city of Redlands) to which storm water runoff from the overall site (Phase I and Phase II) would drain. Funding for the construction of the retention basin was included in the Phase I financing.

**PROCUREMENT**

Not applicable

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on August 26, 2021.



# EXHIBIT "B"

THAT PORTION OF TRACT 6414 AFFECTED BY  
IMPROVEMENTS TO TENTATIVE TRACT 18762-1

COR. TR. 6414, M.B. 80/32-33

## LINE DATA

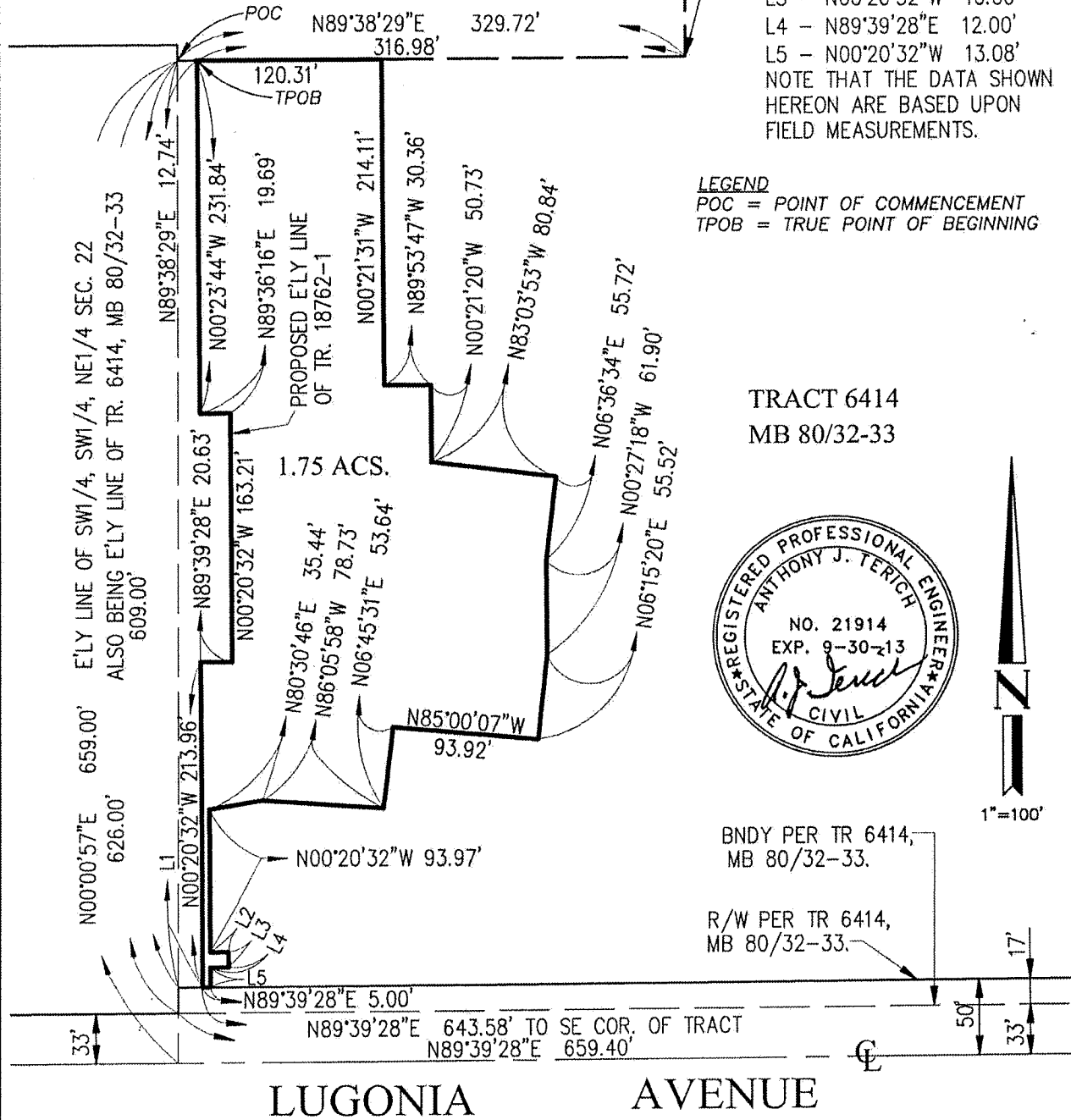
L1 - N89°39'28"E 15.82'  
L2 - N89°39'28"E 12.00'  
L3 - N00°20'32"W 10.00'  
L4 - N89°39'28"E 12.00'  
L5 - N00°20'32"W 13.08'

NOTE THAT THE DATA SHOWN  
HEREON ARE BASED UPON  
FIELD MEASUREMENTS.

## LEGEND

POC = POINT OF COMMENCEMENT  
TPOB = TRUE POINT OF BEGINNING

TRACT 6414  
MB 80/32-33



SHEET 1 OF 1



# EXHIBIT "A"

THAT PORTION OF TRACT 6414 FILED IN BOOK 80 OF MAPS, PAGES 32 AND 33, OFFICIAL RECORDS OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID TRACT 6414;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID TRACT, NORTH 89°38'29" EAST 12.74 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG THE SAID NORTHERLY LINE, NORTH 89°38'29" EAST 120.31 FEET;

THENCE LEAVING SAID NORTHERLY LINE, SOUTH 00°21'31" EAST 214.11 FEET;

THENCE SOUTH 89°53'47" EAST 30.36 FEET;

THENCE SOUTH 00°21'20" EAST 50.73 FEET;

THENCE SOUTH 83°03'53" EAST 80.84 FEET;

THENCE SOUTH 06°36'34" WEST 55.72 FEET;

THENCE SOUTH 00°27'18" EAST 61.90 FEET;

THENCE SOUTH 06°15'20" WEST 55.52 FEET;

THENCE NORTH 85°00'07" WEST 93.92 FEET;

THENCE SOUTH 06°45'31" WEST 53.64 FEET;

THENCE NORTH 86°05'58" WEST 78.73 FEET;

THENCE SOUTH 80°30'46" WEST 35.44 FEET;

THENCE SOUTH 00°20'32" EAST 93.97 FEET;

THENCE NORTH 89°39'28" EAST 12.00 FEET;

THENCE SOUTH 00°20'32" EAST 10.00 FEET;

THENCE SOUTH 89°39'28" WEST 12.00 FEET;

THENCE SOUTH 00°20'32" EAST 13.08 FEET;

THENCE SOUTH 89°39'28" WEST 5.00 FEET;

THENCE NORTH 00°20'32" WEST 213.96 FEET;

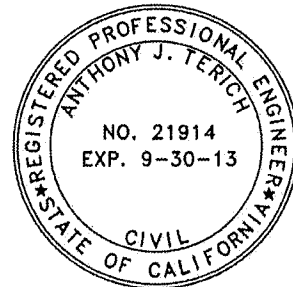
THENCE NORTH 89°38'29" EAST 20.63 FEET;

THENCE NORTH 00°20'32" WEST 163.21 FEET;

THENCE SOUTH 89°36'16" WEST 19.69 FEET;

THENCE NORTH 00°23'44" WEST 231.84 FEET TO THE TRUE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 1.75 ACRES, MORE OR LESS.



*Anthony J. Terich* 10/29/12  
ANTHONY J. TERICH DATE

SHEET 1 OF 1

# EXHIBIT "B"

THAT PORTION OF TRACT 6414 AFFECTED BY  
IMPROVEMENTS TO TENTATIVE TRACT 18762-1

COR. TR. 6414, M.B. 80/32-33

## LINE DATA

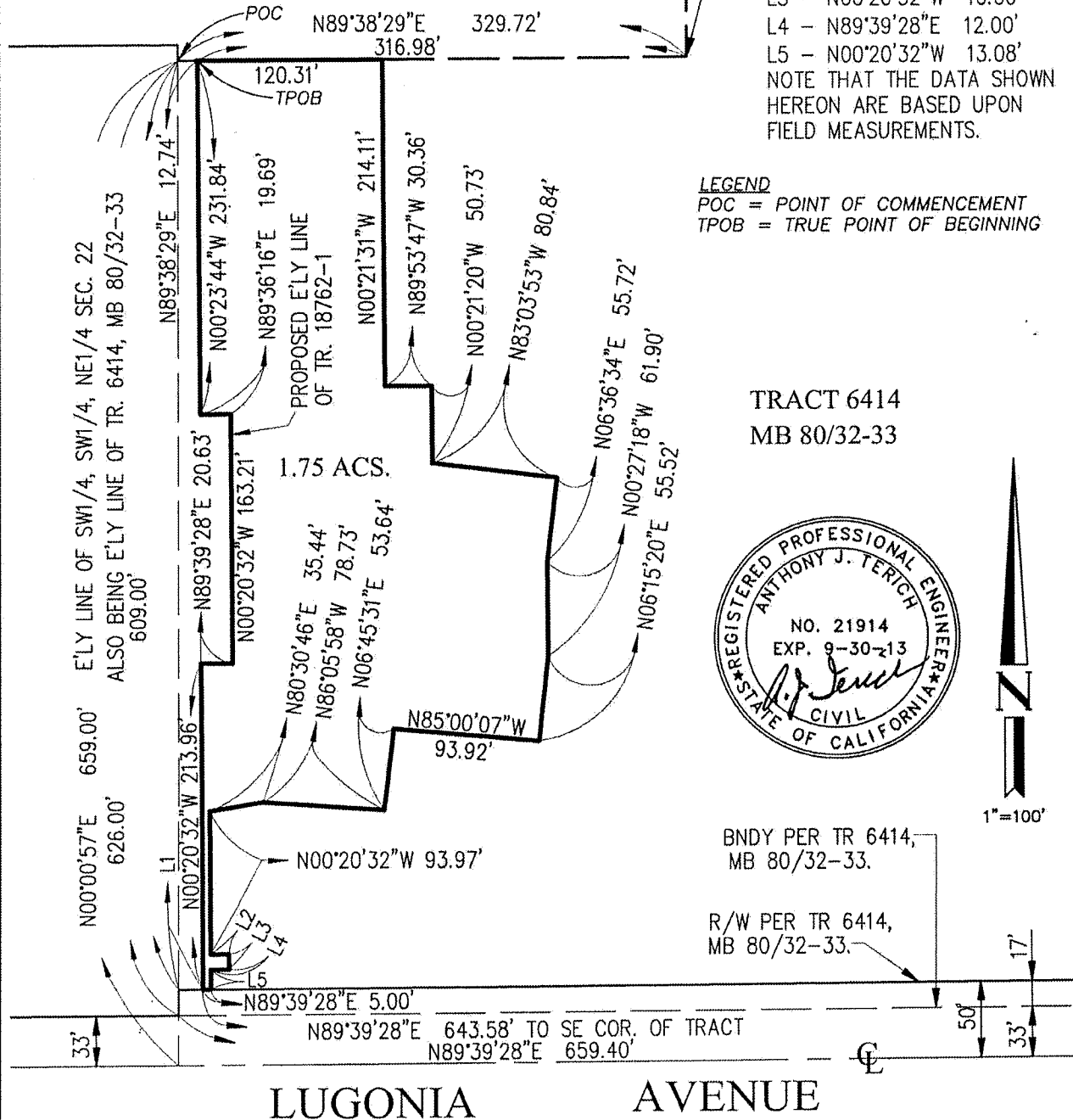
L1 - N89°39'28"E 15.82'  
L2 - N89°39'28"E 12.00'  
L3 - N00°20'32"W 10.00'  
L4 - N89°39'28"E 12.00'  
L5 - N00°20'32"W 13.08'

NOTE THAT THE DATA SHOWN  
HEREON ARE BASED UPON  
FIELD MEASUREMENTS.

## LEGEND

POC = POINT OF COMMENCEMENT  
TPOB = TRUE POINT OF BEGINNING

TRACT 6414  
MB 80/32-33



BDY PER TR 6414,  
MB 80/32-33.

R/W PER TR 6414,  
MB 80/32-33.

SHEET 1 OF 1

Name: PHASE 2 AFFECTED AREA: VALENCIA GROVE  
HOUSING AUTHORITY COUNTY OF SAN BERNARDINO

HALL & FOREMAN, INC.  
AJT 10/26/2012

		North:	East:
Segment #1 : Line		10053.9951'	10679.8463'
S89° 39' 27.87"W	5.000'	10053.9653'	10674.8464'
Segment #2 : Line			
N00° 20' 32.13"W	213.960'	10267.9215'	10673.5683'
Segment #3 : Line			
N89° 39' 27.87"E	20.630'	10268.0447'	10694.1980'
Segment #4 : Line			
N00° 20' 32.13"W	163.210'	10431.2518'	10693.2230'
Segment #5 : Line			
S89° 36' 15.87"W	19.692'	10431.1158'	10673.5315'
Segment #6 : Line			
N00° 23' 44.13"W	231.835'	10662.9453'	10671.9308'
Segment #7 : Line			
N89° 38' 28.98"E	120.312'	10663.6983'	10792.2405'
Segment #8 : Line			
S00° 21' 31.02"E	214.111'	10449.5915'	10793.5806'
Segment #9 : Line			
S89° 53' 46.70"E	30.359'	10449.5366'	10823.9396'
Segment #10 : Line			
S00° 21' 19.91"E	50.728'	10398.8096'	10824.2543'
Segment #11 : Line			
S83° 03' 52.65"E	80.837'	10389.0485'	10904.4998'
Segment #12 : Line			
S06° 36' 34.22"W	55.724'	10333.6949'	10898.0859'
Segment #13 : Line			
S00° 27' 17.76"E	61.901'	10271.7958'	10898.5774'
Segment #14 : Line			
S06° 15' 20.27"W	55.516'	10216.6104'	10892.5281'
Segment #15 : Line			
N85° 00' 06.55"W	93.923'	10224.7933'	10798.9623'
Segment #16 : Line			
S06° 45' 30.73"W	53.639'	10171.5271'	10792.6497'
Segment #17 : Line			
N86° 05' 57.54"W	78.733'	10176.8831'	10714.0991'
Segment #18 : Line			
S80° 30' 45.74"W	35.436'	10171.0422'	10679.1478'
Segment #19 : Line			
S00° 20' 32.13"E	93.967'	10077.0769'	10679.7091'
Segment #20 : Line			
N89° 39' 27.87"E	12.000'	10077.1485'	10691.7089'
Segment #21 : Line			
S00° 20' 32.13"E	10.000'	10067.1487'	10691.7686'
Segment #22 : Line			
S89° 39' 27.87"W	12.000'	10067.0770'	10679.7689'
Segment #23 : Line			
S00° 20' 32.13"E	13.081'	10053.9963'	10679.8470'

Perimeter: 1726.595'

Area: 76175.66 Sq. Ft.

Error Closure: 0.0013 N30° 24' 15.02"E

Error North: 0.00113 East: 0.00066

Precision 1: 1328149.231



**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL  
DOCUMENT AND TAX STATEMENT  
TO:**

Housing Authority of the County of San  
Bernardino  
715 East Brier Drive  
San Bernardino, CA 92408-2841  
Attention: Executive Director

No fee for recording pursuant to  
Government Code Section 27383 and  
27388.1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED  
(Retention Basin Parcel)**

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$\_\_\_ 0 \_\_\_(consideration less than \$100.000 R&T Code Section  
11911); CITY TRANSFER TAX \$ \_\_ 0 \_\_\_\_

[ x ] computed on the consideration or full value of property conveyed, or

[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of  
sale, and

[ ] Unincorporated area; [x] City of Redlands, County of San Bernardino

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Housing Partners I,  
Incorporated**, a California nonprofit public benefit corporation ("Grantor")

**DOES HEREBY REMISE, RELEASE, AND FOREVER QUITCLAIMS** to the **Housing Authority of the  
County of San Bernardino, a public body, corporate and politic**, all right title, and interest Grantor has in,  
under, and to that certain real property in the City of Redlands, County of San Bernardino, State of California,  
described in the attached Exhibit A and incorporated by reference herein (the "Property").

Grantor intends that this Quitclaim Deed be a release and waiver of all rights Grantor has or may have to the  
Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor hereto has executed this Quitclaim Deed as of  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

GRANTOR:

HOUSING PARTNERS I, INCORPORATED, a  
California nonprofit public benefit corporation

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

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

Its: \_\_\_\_\_

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_, Notary Public,  
personally appeared \_\_\_\_\_, who proved to me on the  
basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within  
instrument and acknowledged to me that he/she/they executed the same in his/her/their  
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Name: \_\_\_\_\_  
Notary Public



EXHIBIT A  
Legal Description

Real property in the City of Redlands, County of San Bernardino, State of California, described as follows:

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

**September 14, 2021**

## **FROM**

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

## **SUBJECT**

**Final Tract Map No. 18762-2, Subdivision Improvement Agreement, and Resolution for the Formation of Valencia Grove II, LLC, for Valencia Grove Phase II**

## **RECOMMENDATION(S)**

1. Adopt Resolution No. 121:
  - a. Authorize the Housing Authority of the County of San Bernardino to form and enter into a limited liability company, Valencia Grove II, LLC, to serve as the managing entity for the remainder of the property at this former Public Housing site in the City of Redlands, Valencia Grove.
  - b. Authorize the Executive Director of the Housing Authority of the County of San Bernardino (Authorized Officer), upon consultation with Legal Counsel, to make any necessary changes and to execute and deliver any ancillary documents, including the Operating Agreement and Secretary of State LLC-1 form, for the formation of Valencia Grove LLC and to enter into the Limited Liability Company, Valencia Grove II, LLC.
2. Approve the execution of Valencia Grove Phase II Tract Map:
  - a. Approve recording of the Final Map for Valencia Grove Phase II, Tract # 18762-2, located in Redlands, subject to City of Redlands City Council approval:
    - i. Approve, or ratify as necessary, recording and authorize the Executive Director to sign the Final Map.
    - ii. Authorize the Executive Director to sign the Subdivision Improvement Agreement.
    - iii. Authorize the Executive Director to negotiate and execute agreement(s) as necessary to effectuate the recording of the Final Map for Tract #18762-2, including but not limited to performance, warranty, maintenance and monumentation bonds as required by the City of Redlands and, upon consultation with legal counsel, to execute any other non-substantive action necessary to complete the recording and ensuing transference of properties to Valencia Grove II, LLC.
  - b. Instruct the Executive Director or her designee to do the following:
    - i. Prepare the Final Map for recording.
    - ii. Prepare the Subdivision Improvement Agreement for recording

(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 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**

Board approval of this item will have minimal financial impact on the Housing Authority of the County of San Bernardino (HACSB). Required fees for recording and entity formation will be less than \$5,000.

**BACKGROUND INFORMATION**

Valencia Grove was the first public housing site built in the County of San Bernardino. The original 115-unit public housing site was long overdue for a major revitalization. The revitalization of this public housing site consists of three phases:

- Phase I was completed in April of 2016, which included 85 new apartment homes, complete with garages, new playgrounds, and a community center.
- Phase II will include 104 new apartment homes.
- Phase III will include 39 new single-family homes.

HACSB development staff is now preparing for the implementation of the second phase at the Valencia Grove site which will consist of the construction of 104 multifamily units. Existing building foundations, private streets, and utilities will be cleared from the site in Fall of 2021.

The 104 affordable units that will be constructed during Phase II will be available to residents making no more than 80% of the Area Median Income. The goal is for Phase II to break ground as soon as possible once project approvals from the City of Redlands have been received. Staff is currently in the process of identifying funding sources and potential lenders with the focus on reducing overall project costs by utilizing conventional financing sources as opposed to low income housing tax credits. Preparations are already underway for the design of Phase III.

The above actions are necessary in preparation for a future ground lease of the Phase II site to the Valencia Grove II, LLC for the further development and then operation of this new affordable multifamily community.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on August 27, 2021.

## HOUSING AUTHORITY RESOLUTION NO. 2021- 121

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AUTHORIZING CERTAIN ACTS AND APPROVING CERTAIN AGREEMENTS RELATING TO VALENCIA GROVE 2 (FORMERLY SCATTERED SITES, PIC NO. CA019000150)

On September, 14, 2021, on motion of Commissioner \_\_\_\_\_, duly seconded by Commissioner \_\_\_\_\_ and carried, the following resolution is adopted by the Board of Commissioners of the Housing Authority of the County of San Bernardino.

**WHEREAS**, the Housing Authority of the County of San Bernardino (the "Authority") is a duly formed housing authority of the State of California, and is vested with the responsibilities set forth in Division 24, Part 2, Article 4 (Sections 34310-34334) of the California Health and Safety Code, which include providing low and moderate income housing within its jurisdiction; and

**WHEREAS**, the Authority is in the process of revitalizing the former scattered site public housing development previously designated as PIC No. CA019000150 and now known as Valencia Grove (the "Site") by demolishing the old buildings located on the Site and developing, in multiple phases, new multifamily residential rental units and homeownership units, consistent with and subject to disposition approvals granted by the U.S. Department of Housing and Urban Development ("HUD") Special Application Center ("SAC"), including without limitation the letter from SAC to the Authority dated December 3, 2012 (the "HUD Dispo Approval"); and

**WHEREAS**, 85 new affordable housing units have already been built and occupied as part of the revitalization through development of a project known as Valencia Grove 1 by the low income housing tax credit partnership, Redlands Valencia Grove I Associates, LP (the "Phase 1 Partnership") on portions of the Site ground leased to the Phase 1 Partnership by the Authority (the "Phase 1 Property"); and

**WHEREAS**, the Authority intends to continue the revitalization of the Site through development of new multifamily residential rental units in a project known as Valencia Grove 2 ("Valencia Grove 2") by a to-be-formed California limited liability company to be known as Valencia Grove II, LLC (the "Company"), on portions of the Site ground leased to the Company or its affiliate by the Authority (the "Phase 2 Property"); and

**WHEREAS**, the Company will have as its members the Authority and Housing Partners I, Incorporated, a California nonprofit public benefit corporation ("HPI"), with the Authority owning 49% of the Company's membership interests and HPI owning 51% of the Company's membership interests;

**WHEREAS**, in order to facilitate the development of Valencia Grove 2, the Authority desires to form the Company by filing an LLC-1 limited liability company articles of organization (the "LLC-1") with the California Secretary of State, and entering into an Operating Agreement (the "Operating Agreement") with HPI to govern the operations of the Company, and entering into any other documents necessary to form and operate the Company (collectively, the "LLC Documents"); and

**WHEREAS**, concurrently with the lease of the Phase 1 Site, the Authority transferred fee ownership of Lots 1-18 and Lot A as shown on Tract Map 18762-1 to HPI (the "HPI Phase 3 Property"), for redevelopment as affordable housing anticipated to be in the form of affordable single family homes; and.

**WHEREAS**, concurrently with the lease of the Phase 1 Property, the Authority transferred fee ownership to HPI of certain real property located on the eastern side of the Site, adjacent to the Phase 1 Property (the "HPI Phase 4 Property"), for redevelopment as a retention basin pursuant to certain requirements of the City of Redlands and the Santa Ana Regional Water Quality Control Board; and

**WHEREAS**, the HUD Dispo Approval requires that the HPI Phase 4 Property revert to the Authority's ownership and subsequently be ground leased to the Company or its affiliate from the Authority as part of Valencia Grove 2, and the Authority now desires to accept the transfer of the HPI Phase 4 Property from HPI to the Authority, and to acknowledge, consent to, accept, or enter into such documents as may be necessary to effect such transfer, including without limitation a quitclaim deed from HPI to the Authority (the "Transfer Documents"), in order to subsequently ground lease the HPI Phase 4 Property and facilitate the continued revitalization of the Site and the development of Valencia Grove 2.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of the Housing Authority of the County of San Bernardino, as follows:

**Section 1.** The above recitals are true and correct, and the Board of Commissioners of the Housing Authority so finds and determines.

**Section 2.** The Authority is authorized to form the Company and be a member of the Company.

**Section 3.** The Authority is authorized to acknowledge, consent to, accept, or enter into the Transfer Documents.

**Section 4.** The LLC-1 and Operating Agreement, in substantially the form on file with the Secretary of the Board and made a part hereof as though set forth in full herein, be and the same is hereby approved. The Chairperson, Vice Chairperson, Chief Executive Officer, or Executive Director of the Housing Authority of the County of San Bernardino (each, an "Authorized Officer") are hereby authorized and directed, for and in the name of the Housing Authority and the Company, to execute and deliver the LLC-1 and Operating Agreement in the form on file with the Secretary of the Board, with such changes, insertions and omissions as the Authorized Officer, in consultation with Legal Counsel, may require or approve, such requirement or approval to be conclusively evidenced by the execution of the LLC-1 and Operating Agreement by the Authorized Officer.

**Section 5.** The Authorized Officer is hereby authorized and directed, for and in the name of the Housing Authority and the Company, to execute and deliver the LLC Documents and the Transfer Documents in such form approved or required by Legal Counsel, such requirement or approval to be conclusively evidenced by the execution of the LLC Documents and the Transfer Documents by the Authorized Officer.

**Section 6.** The Authorized Officer shall deliver to the Secretary of the Board of Commissioners an original of each of the LLC Documents and the Transfer Documents within thirty (30) days of the full execution thereof.

**Section 7.** The Authorized Officer shall be authorized to execute any other form or document required by any lender, investor, regulator or other third party involved in the transaction, as long as the Authorized Officer and Legal Counsel determine that the substance of such document does not materially conflict with the substance and intent of this Resolution.

**Section 8.** This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

\* \* \* \* \*

STATE OF CALIFORNIA                    )  
  )       ss.  
COUNTY OF SAN BERNARDINO        )

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary

RECORDING REQUESTED BY:  
MUNICIPAL UTILITIES AND  
ENGINEERING DEPARTMENT  
CITY OF REDLANDS

WHEN RECORDED RETURN TO:  
CITY CLERK'S OFFICE  
CITY OF REDLANDS  
P.O. BOX 3005  
REDLANDS, CA 92373

(THIS SPACE FOR RECORDER'S USE ONLY)

## CITY OF REDLANDS

### SUBDIVISION IMPROVEMENT AGREEMENT

This Subdivision Improvement Agreement ("Agreement") is made this Date day of Month, 2020 ("Effective Date"), by and between the City of Redlands, a municipal corporation, hereinafter referred to as "City," and Owner, a limited partnership, limited liability corp., etc, hereinafter referred to as "Subdivider." City and Subdivider are sometimes individually referred to herein as a "Party" and, together, as the "Parties."

### RECITALS

WHEREAS, Subdivider is the owner or authorized developer of property located in the City of Redlands known as Tract No. XXXX (the "Subdivision") for which Subdivider is obligated to construct certain improvements (the "Improvements") as a condition of approval of the Subdivision; and

WHEREAS, City desires to ensure that the Improvements will be constructed in a good and workmanlike manner and in accordance with City laws; and

WHEREAS, Subdivider acknowledges that it is familiar with the provisions of the Redlands Municipal Code and the State Subdivision Map Act (Government Code section 66410 et seq.) and agrees to comply therewith; and

WHEREAS, a final map for the Subdivision has been prepared pursuant to the Redlands Municipal Code and the State Subdivision Map Act, and has been filed by Subdivider for consideration by City;

NOW, THEREFORE, in consideration of the approval and acceptance by the City Council of City of the final map for the Subdivision, and the mutual promises contained herein, the Parties agree as follows:

## AGREEMENT

1. Definition and Ownership of Improvements. The Improvements include but are not limited to the grading, paving, construction of curbs and gutters, storm drains and sanitary sewers, water lines, utilities, street lights and all appurtenant facilities associated with the Subdivision that are shown in the plans, profiles and specifications that have been prepared by Subdivider and approved by City, and which are described in Exhibit "A." All Improvements constructed or installed pursuant to this Agreement shall become the property of City, without payment therefor, upon acceptance of those Improvements by City.

2. Time for Completion. Construction of the Improvements shall be completed within written number (number) from the Effective Date of this Agreement. In the event Subdivider fails to complete construction of the Improvements within that time period, City may require Subdivider's surety to complete the Improvements, or City may complete construction of the Improvements and recoup its expenses for such work from Subdivider, or Subdivider's surety, as hereafter provided.

3. Subdivider's Obligations to Construct Improvements. Subdivider shall:

a. Complete the Improvements, at Subdivider's expense, in conformance with approved Improvement plans; provided, however, that the Improvements shall not be deemed to be completed until accepted by City as provided in Section 18 hereof.

b. Furnish at Subdivider's expense the necessary materials, provisions and other supplies or equipment used for the Improvements, and a payment bond with respect to such work or labor as required by Civil Code Section 9550, for the completion of the Improvements in conformity with the Improvement plans.

c. Acquire and dedicate all rights-of-way, easements, and other interests in real property for construction and installation of the Improvements, or pay the cost of acquisition incurred by City. All rights-of-way, easements and other interests in real property shall be free and clear of liens and encumbrances. Subdivider's obligations with regard to acquisition by City of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between Subdivider and City. Subdivider shall also be responsible for obtaining any public or private sanitary sewer, drainage, and/or utility easements or authorization to accommodate the Subdivision.

d. Commence construction of the Improvements by the time established in Section 25 of this Agreement and complete the Improvements as required by Section 2, above, unless a time extension is granted in writing by City.

e. Install all Improvement monuments required by law prior to acceptance of the Improvements by City. Individual property monuments shall be installed within written number (number) months of such acceptance.

f. Install street name signs conforming to City standards. Permanent street name signs shall be installed before acceptance of the Improvements by City.



4. Acquisition and Dedication of Property. If any of the Improvements contemplated by this Agreement are to be constructed or installed on property not owned by City or Subdivider, no construction or installation shall be commenced before:

a. The offer of dedication to City of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from property owner to allow construction or installation of the Improvements, or

b. The dedication to, and acceptance by, City of appropriate rights-of-way easements or other interests in real property, as determined by the Municipal Utilities and Engineering Director, or

c. The issuance by a court of competent jurisdiction pursuant to the State Eminent Domain Law of an order of possession. Subdivider shall comply in all respects with the order of possession.

Nothing in this Section shall be construed as authorizing or granting an extension of time to Subdivider.

5. Security. Subdivider shall at all times guarantee Subdivider's performance by furnishing to City and maintaining good and sufficient security as required by the Subdivision laws in accordance with Sections 66499 through 66499.10 of the Government Code, on forms approved by City for the purposes and in the amounts as follows:

a. To assure faithful performance of the Agreement in regard to the Improvements in an amount of one hundred (100%) of the estimated cost of the Improvements; and

b. To secure payment to any contractor, subcontractor, person renting equipment, or furnishing labor and materials for the Improvements, a bond in the amount of fifty (50%) of the estimated cost of the Improvements; and

c. To guarantee or warranty the Improvements for a period of one (1) year following acceptance thereof by City against any defective work or labor done or defective materials furnished in the additional amount of ten (10%) of the estimate cost of the Improvements; and

d. Good and sufficient security in the amount of one hundred (100%) of the estimated cost of setting subdivision monuments.

e. Additional security as required by the applicable provisions of the Redlands Municipal Code.

The securities required by this Agreement shall be kept on file with the City Clerk. The terms of the security documents referenced in this Agreement are hereby incorporated into this Agreement. If any security is replaced by another approved security, the replacement shall: (1) comply with all the requirements for security in this Agreement, (2) be provided to the City Engineer to be filed with the City Clerk, and upon filing (3) be deemed to have been made a part of and incorporated into this

Agreement. Upon provision of a replacement security with the City Engineer and filing of a replacement security with the City Clerk, the former security may be released.

6. Alterations to Improvement Plans.

a. Any changes, alterations or additions to the Improvement plans, not exceeding ten (10%) of the original estimated cost of the Improvements, which are mutually agreed upon by City and Subdivider shall not relieve the Improvement security given for faithful performance of this Agreement. In the event such changes, alterations or additions exceed ten (10%) of the original estimated cost of the Improvements, Subdivider shall provide Improvement security for faithful performance as required by Section 5 of this Agreement for one hundred (100%) of the total estimated cost of the Improvement as changed, altered or amended, less any completed partial releases allowed by Section 8 of this Agreement.

b. Subdivider shall construct the Improvements in accordance with City standards in effect on the Effective Date of this Agreement. City reserves the right to modify the standards applicable to the Subdivision and this Agreement when necessary to protect the public safety or welfare or comply with applicable Federal or State law or City ordinances. If Subdivider requests and is granted an extension of time for completion of the Improvements, City may apply the standards in effect at the time of the extension.

7. Inspection. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by City inspectors and to the shops wherein any work is in preparation. Upon completion of the Improvements, Subdivider may request a final inspection by the City Engineer or the City Engineer's authorized representative. If the City Engineer, or the City's designated representative, determines that the work has been completed in accordance with this Agreement, then the designated representative shall certify the completion of the Improvements to the Municipal Utilities and Engineering Director/City Engineer. No Improvements shall be accepted unless all aspects of work have been inspected and completed in accordance with the Improvement plans. When applicable law requires an inspection to be made by City at a particular stage of the work of constructing and installing such Improvements, City shall be given timely notice of Subdivider's readiness for such inspection and Subdivider shall not proceed with additional work until the inspection has been made and the work approved. Subdivider shall bear all costs of inspection and certification. No Improvements shall be deemed completed until written acceptance by City.

8. Release of Securities. The securities required by this Agreement shall be released as follows:

a. Security given for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection b. hereof.

b. City may release a portion of the security given for faithful performance of the Improvement work as the work progresses upon application therefor by Subdivider; provided, however, that no such release shall be for an amount less than twenty five (25%) of the total Improvement security given for faithful performance of the Improvement work and that the security

shall not be reduced to an amount less than fifty percent (50%) of the total Improvement security given for faithful performance until final completion and acceptance of the Improvements. In no event shall the City Engineer authorize a release of the Improvement security which would reduce the security to an amount below one hundred twenty five percent (125%) of that required to guarantee completion for the Improvement work and any other obligation imposed by this Agreement.

c. Security given to secure payment to any contractor, subcontractors and to persons furnishing labor, materials or equipment shall, at six (6) months after the completion and acceptance of the work, be reduced to an amount equal to no less than one hundred twenty five percent (125%) of the total claimed by all claimants for whom liens have been filed and of which notice has been given to City, plus an amount reasonably determined by City to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

d. No security given for the guarantee or warranty for work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Paragraph 12, the warranty period shall not commence until final acceptance of all the work and Improvements by City.

e. City may retain from any security released, an amount to sufficiently cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

9. Injury to Improvements, Public Property or Public Utilities' Facilities.

a. Subdivider shall replace or repair, or have replaced or repaired, as the case may be, all public Improvements, public utility facilities and surveying or subdivision monuments which are destroyed or damaged as a result of any work under this Agreement. Subdivider shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by City or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

b. Furthermore, until such time as the Improvements are accepted by City, Subdivider shall be responsible for, and bear the risk of loss to, the Improvements. Until all Improvements required by this Agreement are fully completed and accepted by City, Subdivider shall be responsible for the care and maintenance of, and any damage to, such Improvements. City shall not, nor shall any officer or employee thereof, be liable to or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the Improvements required by this Agreement prior to the completion and acceptance of the Improvements. All such risks shall be the responsibility of and are hereby assumed by Subdivider.

10. Permits. Subdivider shall, at Subdivider's expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, and give all necessary notices and pay all fees and taxes required by law.

11. Default of Subdivider.

a. Default of Subdivider shall include, but not be limited to:

- (1) Subdivider's failure to timely commence construction of the Improvements;
- (2) Subdivider's failure to timely complete construction of the Improvements;
- (3) Subdivider's failure to timely cure any defect in the Improvements;
- (4) Subdivider's failure to perform substantial construction work for a period of twenty (20) calendar days after commencement of the work;
- (5) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within thirty (30) days;
- (6) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (7) Subdivider's failure to perform any other obligation under this Agreement.

b. City reserves to itself all remedies available to it at law or in equity for breach of Subdivider's obligations under this Agreement. City shall have the right, subject to this Section, to draw upon or utilize the appropriate security to mitigate City's damages in the event of default by Subdivider. The right of City to draw upon or utilize the security is additional to and not in lieu of any other remedy available to City. It is specifically recognized that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required Improvements. The sums provided by the Improvements security may be used by City for the completion of the Improvements in accordance with the Improvement plans contained herein.

c. In the event of Subdivider's default under this Agreement, Subdivider authorizes City to perform such obligation twenty (20) days after mailing written notice of default to Subdivider and Subdivider's surety, and agrees to pay the entire cost of such performance by City. City may take over the work and prosecute the same to completion, by contract or by any other method City may deem advisable, for the account and at the expense of Subdivider, and Subdivider's surety shall be liable to City for any excess cost of damages occasioned City thereby. In such event, City, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plants and other property belonging to Subdivider as may be on the site of the work and necessary for performance of the work.

d. Failure of Subdivider to comply with the terms of this Agreement shall constitute consent to the filing by City of a notice of violation against all the lots in the Subdivision, or to rescind the approval or otherwise revert the Subdivision to acreage. The remedy provided by this subsection is in addition to, and not in lieu of, other remedies available to City. Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of City.

e. In the event that Subdivider fails to perform any obligation hereunder, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs.

f. The failure of City to take enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of Subdivider.

12. Warranty. Subdivider shall guarantee or warrant the Improvements undertaken pursuant to this Agreement for a period of one (1) year after acceptance of the Subdivision by City against any defective work or labor done or defective materials furnished. If within the warranty period any work or Improvement, or part of any work or Improvement done, furnished, installed or constructed by Subdivider fails to fulfill any of the requirements of this Agreement or the Improvement plans or specifications referred to herein, Subdivider shall without delay and without cost to City repair or replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work or structure. Should Subdivider fail to act promptly in accordance with this requirement, Subdivider hereby authorizes City, at City's option to perform the work twenty (20) days after mailing written notice of default to Subdivider and to Subdivider's surety, and agrees to pay the cost of such work by City. Should the City determine that an urgency requires repairs or replacements to be made before Subdivider can be notified, City may, in its sole discretion, make the necessary repairs or replacement or perform the necessary work, and Subdivider shall pay to City the cost of such repairs.

13. Subdivider Not Agent or Employee of City. Neither Subdivider nor Subdivider's agents, contractors or subcontractors are or shall be considered to be agents or employees of City in connection with the performance of Subdivider's obligations under this Agreement.

14. Environmental Warranty. Prior to the acceptance of any property dedications or Improvements by City, Subdivider shall certify and warrant that neither the property to be dedicated nor Subdivider are in violation of any environmental law and neither the property to be dedicated nor the Subdivider are subject to any existing, pending, or threatened investigation by any federal, state or local governmental authority under or in connection with environmental law. Neither Subdivider nor any third party will use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any hazardous substance except in compliance with all applicable environmental laws. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any hazardous substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated. Subdivider shall give prompt written notice to City at the address set forth herein of:

a. Any proceeding or investigation by any federal, state or local governmental authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated;

b. Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

c. Subdivider's discovery of any occurrence or condition on any property adjoining in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

15. Other Agreements. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the Parties, or from entering into agreements with other subdividers for the apportionment of costs of the Improvements pursuant to the provisions of the City ordinances providing therefor, nor shall anything in this Agreement commit City to any such apportionment.

16. Subdivider's Obligation to Warn Public during Construction. Until final acceptance of the Improvements by City, Subdivider shall give good and adequate warning to the public of each and every dangerous condition extant in connection with said Improvements, and will take reasonable actions to protect the public from such dangerous conditions.

17. Vesting of Ownership. Upon formal final acceptance of the Improvements by City and recordation of the final map for the Subdivision, ownership of the Improvements constructed pursuant to this Agreement shall vest in City.

18. Final Acceptance of Work. Acceptance of work on behalf of City shall be made by the Municipal Utilities and Engineering Director after final completion and inspection of all Improvements. Such acceptance shall not constitute a waiver of defects by City.

19. Compliance with Laws. Subdivider and its agents, employees, contractors and subcontractors shall comply with all applicable Federal, State and local rules, laws and regulations in constructing the Improvements including, but not limited to, all applicable Labor Code laws.

20. Insurance.

a. City, and its elected and appointed officials, officers, employees, and volunteers shall be covered as additional insureds on the Commercial General Liability ("CGL") policy with respect to liability arising out of work or operations performed by, or on behalf of, Subdivider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of Subdivider. General liability coverage can be provided in the form of an endorsement to Subdivider's insurance (at least as broad as Insurance Services Office ("ISO") Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

For any claims related to this project, Subdivider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects City, and its elected and appointed officials, officers, employees, and volunteers. Any insurance or self-insurance maintained

by City, and its elected and appointed officials, officers, employees, or volunteers shall be excess of Subdivider's insurance and shall not contribute with it.

Each insurance policy required by this section 20 shall provide that coverage shall not be canceled, except with prior twenty (20) days written notice to City.

b. Builder's Risk (Course of Construction) Insurance. Subdivider may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage. Such coverage shall name City as a loss payee as their interest may appear.

If the project does not involve new or major reconstruction, at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing.

c. Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to City.

d. Waiver of Subrogation. Subdivider hereby agrees to waive rights of subrogation which any insurer of Subdivider may acquire from Subdivider by virtue of the payment of any loss. Subdivider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Subdivider, its employees, agents, and subcontractors.

e. Verification of Coverage. Subdivider shall furnish City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before Work begins. However, failure to obtain the required documents prior to the work beginning shall not waive Subdivider's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

f. Subcontractors. Subdivider shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Subdivider shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

g. Subdivider's Insurance to be Primary

All insurance required by this Agreement is to be maintained by Subdivider for the duration of this Agreement and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. Subdivider shall provide City with Certificates of Insurance evidencing such insurance concurrent with Subdivider's execution and delivery of this

Agreement to City, for City's approval.

h. Worker's Compensation and Employer's Liability. Subdivider shall have Worker's Compensation and Employer's Liability insurance in an amount which meets the statutory requirement with an insurance carrier acceptable to City. Subdivider shall execute and provide City with Exhibit "B" titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference.

i. Comprehensive General Liability Insurance. Subdivider shall secure comprehensive general liability insurance covering all work under this Agreement, including work done by subcontractors, with carriers acceptable to City. Minimum coverage of two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate for public liability, property damage and personal injury is required. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy except upon thirty (30) days prior written notice to City.

j. Business Auto Liability Insurance. Subdivider shall secure business auto liability coverage, with minimum limits of five million dollars (\$5,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Subdivider owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and the insurance policy shall include a provision prohibiting modification of the coverage limits or cancellation of said policy except upon thirty (30) days prior written notice to City.

## 21. Indemnity/Hold Harmless.

a. City and any official or employee thereof shall not be liable for any injury to persons or property occasioned by reasons of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, and its officials and employees from any act or omission by Subdivider or its employees or agents, in connection with the work performed pursuant to this Agreement except for all claims, losses, damages, causes of action, injuries and/or liabilities to City and/or third parties caused by the negligence of City or City's agents. This indemnification and Agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of the Subdivision, and the public Improvements as provided herein.

b. After acceptance of the Improvements, Subdivider shall remain obligated to eliminate any defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the acceptance by City of the Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the Improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving, reviewing, checking, or inspecting any work or construction. The Improvement security shall not be required to cover the provisions of this paragraph.



c. Subdivider shall reimburse City for all attorney's fees, costs and expenses (including but not limited to fees and charges of architects, engineers, attorneys and other professionals, and court costs) incurred by City in enforcing the provisions of this section.

d. In the event City tenders defense and indemnification pursuant to the provision set forth in subsection (a) above, and Subdivider wrongfully delays acceptance of the tender of the indemnification beyond the date specified in the tender of defense and indemnification demand, and based on City's costs necessitated by having to undertake its own defense and utilize the services of its own employees in the defense of any such claim, Subdivider shall be charged two hundred fifty (\$250) dollars per day from the date tender should have been accepted until the date tender is finally accepted to reimburse City for all of its defense related expenses, including the value of all time required by City employees to defend City during the time that tender should have been but was not accepted.

22. Personal Nature of Subdivider's Obligations. All of Subdivider's obligations under this Agreement are and shall remain the personal obligations of Subdivider notwithstanding a transfer of all or any part of the property within the Subdivision subject to this Agreement, and Subdivider shall not be entitled to assign its obligations under this Agreement to any transferee of all or any part of the property within the Subdivision or any other third party without the express written consent of City.

23. Sale or Disposition of Subdivision. Subdivider may request a novation of this Agreement and a substitution of security. Upon approval of the novation and substitution of securities, Subdivider may request a release or reduction of the securities required by this Agreement. Nothing in the novation shall relieve Subdivider of the obligations under Section 22 for the work or Improvements done by Subdivider.

24. Time is of the Essence. Time is of the essence in the performance of this Agreement.

25. Time for Commencement of Work; Time Extensions. Subdivider shall commence substantial construction of the Improvements required by this Agreement not later than three (3) months after the Effective Date of this Agreement. In the event good cause exists as determined by the Municipal Utilities and Engineering Director, the time for commencement of construction or completion of the Improvements hereunder may be extended for a period or periods not exceeding a total of two (2) additional years. The extension shall be executed in writing by the Municipal Utilities and Engineering Director. Any such extension may be granted without notice to Subdivider's surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The Municipal Utilities and Engineering Director shall be the sole and final judge as to whether or not good cause has been shown to entitle Subdivider to an extension. Delay, other than delay in the commencement of work, resulting from an act of City, act of God, by storm or inclement weather, strikes, boycotts or similar political actions which prevent the conducting of work, which Subdivider could not have reasonably foreseen, and furthermore were not caused by or contributed to by Subdivider, shall constitute good cause for and extension of the time for completion. As a condition of such extension, the Municipal Utilities and Engineering Director may require Subdivider to furnish new security guaranteeing performance of this Agreement, as extended, in an increased amount

to compensate for any increase in construction costs as determined by the Municipal Utilities and Engineering Director.

26. Certificate of Satisfaction. The City Manager may, upon the determination of the Municipal Utilities and Engineering Director that Subdivider has fully satisfied the obligations secured by this Agreement, at the request of Subdivider, execute and record a Certificate of Satisfaction in the official records of the County of San Bernardino evidencing Subdivider's compliance with, and satisfaction of, all obligations under this Agreement. Subdivider shall be responsible for the payment of all City costs associated with the preparation and recordation of such a certificate.

27. No Vesting of Rights. Performance by Subdivider of this agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

28. Notices. Notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

Notice to City:           Municipal Utilities and Engineering Department Director  
City of Redlands  
PO Box 3005  
Redlands, CA 92373

Notice to Subdivider: Name, Title  
Firm  
Address

Such addresses may be changed by notice to the other Party given in the same manner as provided above.

29. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the Parties.

30. Captions. The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction or meaning of any provisions of this Agreement.

31. Litigation. In the event that suit is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees, including fees for use of in-house counsel by a Party.

32. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated

into the terms of this Agreement.

33. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the Parties.

34. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

35. Jurisdiction. Jurisdiction of all disputes over the terms of this Agreement shall be in the county of San Bernardino, State of California.

IN WITNESS WHEREOF this Agreement is executed by the Parties as of the date herein above first written.

SUBDIVIDER  
Owner, a limited partnership,  
limited liability corp., etc

CITY OF REDLANDS

By: \_\_\_\_\_  
Name, Title

By: \_\_\_\_\_  
Charles M. Duggan, Jr., City Manager

ATTEST:

\_\_\_\_\_  
Jeanne Donaldson, City Clerk

(Notary attachment and proof of authorization  
for all signatures required and must be attached)

**EXHIBIT “A”**

**CITY OF REDLANDS  
SUBDIVISION IMPROVEMENT AGREEMENT**

## EXHIBIT "B"

### WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

#### CHECK ONE

\_\_\_\_\_ I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self- insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

\_\_\_\_\_ I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

Owner, a limited partnership,  
limited liability corp., etc

By: \_\_\_\_\_  
Name, Title

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

TRACT NO. 18762-2

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, TOGETHER WITH LOTS 1, 2 AND 3 OF TRACT NO. 6414, AS PER PLAT RECORDED IN BOOK 80 OF MAPS, PAGES 32 AND 33, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.  
DAVID EVANS AND ASSOCIATES, INC. FEBRUARY 2021

OWNER’S STATEMENT:

WE HEREBY STATE THAT WE ARE ALL AND THE ONLY PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND SUBDIVIDED AS SHOWN ON THE ANNEXED MAPS WITHIN THE HEAVY BORDER LINE, AND WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP.

WE HEREBY DEDICATE TO THE CITY OF REDLANDS A VARIABLE WIDTH EASEMENT FOR PUBLIC UTILITY PURPOSES OF THAT PORTION OF LOT "22" AS DELINEATED ON THE FINAL MAP.

WE ALSO HEREBY DEDICATE TO THE CITY OF REDLANDS A 24 FOOT WIDE EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITY PURPOSES OVER THAT PORTION OF LOT 22, AS DELINEATED ON THE FINAL MAP.

WE ALSO HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, FOR THE USE AND BENEFIT OF LOT "22", A PRIVATE DRAINAGE EASEMENT FOR INGRESS, EGRESS AND MAINTENANCE PURPOSES AS DELINEATED ON THE FINAL MAP.

WE ALSO HEREBY RESERVE TO OURSELVES, OUR HEIRS AND ASSIGNS, LOT "22" AS OPEN SPACE AS DELINEATED ON THE FINAL MAP.

HOUSING AUTHORITY OF SAN BERNARDINO COUNTY, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

NAME: TITLE: NAME: TITLE:

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA} COUNTY OF }

ON BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND:

NOTARY PUBLIC SIGNATURE

PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY

MY COMMISSION EXPIRES

COMMISSION No.

A Notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

NOTARY ACKNOWLEDGMENT

STATE OF CALIFORNIA} COUNTY OF }

ON BEFORE ME, A NOTARY PUBLIC, PERSONALLY APPEARED

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND:

NOTARY PUBLIC SIGNATURE

PRINT NAME

MY PRINCIPAL PLACE OF BUSINESS IS IN COUNTY

MY COMMISSION EXPIRES

COMMISSION No.

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(B) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED SINCE THE INTEREST CANNOT RIPEN INTO A FEE.

J. D. B. STILLMAN, ET AL., THE OWNERS OF OF AN EASEMENT FOR RIGHT OF WAY FOR A DITCH AND INCIDENTAL PURPOSES AS DISCLOSED BY DEED RECORDED APRIL 8, 1880 IN BOOK 22, PAGE 102, OF DEEDS OF OFFICIAL RECORDS. SAID EASEMENT CANNOT BE LOCATED OF RECORD.

WM. A. MORTON, et al., THE OWNERS OF THE RIGHT TO RUN ONE OR MORE SHARES OF LUGONIA WATER THROUGH A FLUME ON THE EAST SIDE OF PROPERTY HEREIN DESCRIBED, AS DESCRIBED IN THE DEED RECORDED DECEMBER 8, 1904 IN BOOK 352, PAGE 311, OF DEEDS, OF OFFICIAL RECORDS. SAID EASEMENT CANNOT BE LOCATED OF RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, THE OWNERS OF AN EASEMENT FOR PIPE LINE AND INCIDENTAL PURPOSES, RECORDED JANUARY 27, 1961 IN BOOK 5337, PAGE 173 OF OFFICIAL RECORDS, EXCEPT THAT PORTION SHOWN WITHIN QUITCLAIM DEED, RECORDED MAY 28, 2015 AS INSTRUMENT NO. 2015-02185920 OF OFFICIAL RECORDS.

SURVEYOR’S STATEMENT:

I, JOHN C. BENTLEY, HEREBY STATE THAT I AM A PROFESSIONAL LAND SURVEYOR OF THE STATE OF CALIFORNIA, AND THAT THIS MAP, CONSISTING OF THREE (3) SHEETS, WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HOUSING AUTHORITY OF SAN BERNARDINO IN FEBRUARY OF 2021. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT ALL MONUMENTS SHOWN HEREON ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE SET IN SUCH POSITIONS WITHIN ONE (1) YEAR FROM RECORDATION OF THIS TRACT MAP IN COMPLIANCE WITH SECTION 66495 AND 66496 OF THE SUBDIVISION MAP ACT AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DATED: 07/29/2021

Brian K. Mickelson, L.S. No.: 7320 EXPIRATION DATE: 06/30/2023



CITY ENGINEER’S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE ANNEXED MAP, AND THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THERETO, AND THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF REDLANDS MUNICIPAL CODE HAVE BEEN COMPLIED WITH.

Goutam K. Dobey, R.C.E. 75646 ENGINEERING MANAGER, CITY OF REDLANDS

DATED:



I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

RICHARD S FURLONG, CONTRACT SURVEYOR LS 8422

DATED:



CITY COUNCIL’S CERTIFICATE:

I HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF REDLANDS BY COUNCIL ACTION ADOPTED ON APPROVED THIS MAP AND ACCEPTED FOR PUBLIC USE TO BE IN ACCORDANCE WITH CITY STANDARDS, THE VARIABLE WIDTH EASEMENT FOR PUBLIC UTILITY PURPOSES OVER LOT 22, THE 24 FOOT WIDE EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITY PURPOSES OVER THAT PORTION OF LOT 22, AS DELINEATED ON SAID MAP,

WE ALSO HEREBY ABANDON, PURSUANT TO SECTION 66499.20% AND 66434(g) OF THE SUBDIVISION MAP ACT, ALL STREETS AND EASEMENTS WITHIN THE BOUNDARY OF THIS MAP WHICH WERE ACQUIRED BY THE CITY OF REDLANDS, AS SET FORTH IN A DECLARATION OF DEDICATION, RECORDED MAY 9, 1997 AS INSTRUMENT NO. 1997-0165917, OFFICIAL RECORDS.

DATED: JEANNE DONALDSON CITY CLERK, CITY OF REDLANDS

AUDITOR’S CERTIFICATE:

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE REAL PROPERTY SHOWN UPON THIS MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS,

NOT YET PAYABLE, ESTIMATED TO BE \$

DATE:

ENSEN MASON AUDITOR-CONTROLLER/TREASURER/TAX COLLECTOR COUNTY OF SAN BERNARDINO

BY: DEPUTY

BOARD OF SUPERVISOR’S CERTIFICATE:

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS, COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THE ANNEXED MAP WITH THE COUNTY RECORDER, ARE A LIEN AGAINST SAID PROPERTY, BUT NOT YET PAYABLE AND THAT THE SUBDIVIDER HAS FILED WITH ME A CERTIFICATE BY THE PROPER OFFICER GIVING HIS ESTIMATE OF THE AMOUNT OF SAID TAXES AND ASSESSMENTS, AND SAID BOND IS HEREBY ACCEPTED.

DATE: LYNNA MONELL CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN BERNARDINO

BY: DEPUTY

SAN BERNARDINO COUNTY RECORDER’S CERTIFICATE

THIS MAP HAS BEEN FILED UNDER DOCUMENT NUMBER THIS

DAY OF 2021, AT .M. IN BOOK OF TRACT MAPS AT

PAGES AT THE REQUEST OF

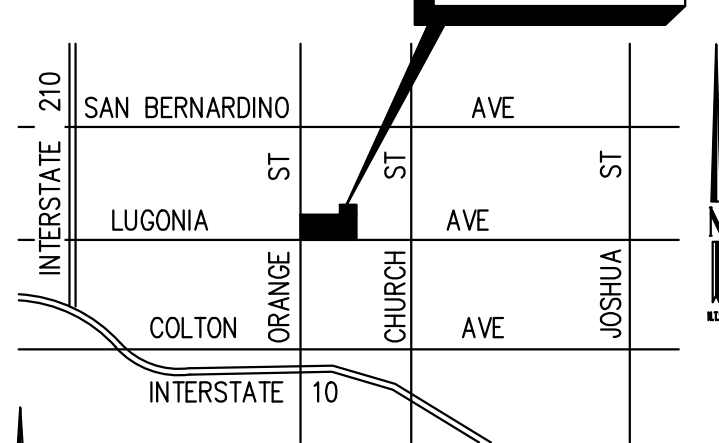
IN THE AMOUNT OF \$

BOB DUTTON ASSESSOR-RECORDER COUNTY OF SAN BERNARDINO

BY: DEPUTY RECORDER



VICINITY MAP  
NOT TO SCALE



IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA

# TRACT NO. 18762-2

BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, TOGETHER WITH LOTS 1, 2 AND 3 OF TRACT NO. 6414, AS PER PLAT RECORDED IN BOOK 80 OF MAPS, PAGES 32 AND 33, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.  
DAVID EVANS & ASSOC., INC. FEBRUARY 2021

SURVEYOR'S NOTES SHEET 2 OF 3 SHEETS

THE BASIS OF BEARINGS FOR THIS MAP IS TAKEN FROM THE CENTERLINE OF ORANGE STREET SHOWN AS NORTH PER TR 6414, MB 80/32-33 O.R., S.B. CO.

- INDICATES MONUMENT FOUND AS NOTED
- INDICATES SET 1" IRON PIPE TAGGED LS 7320, FLUSH

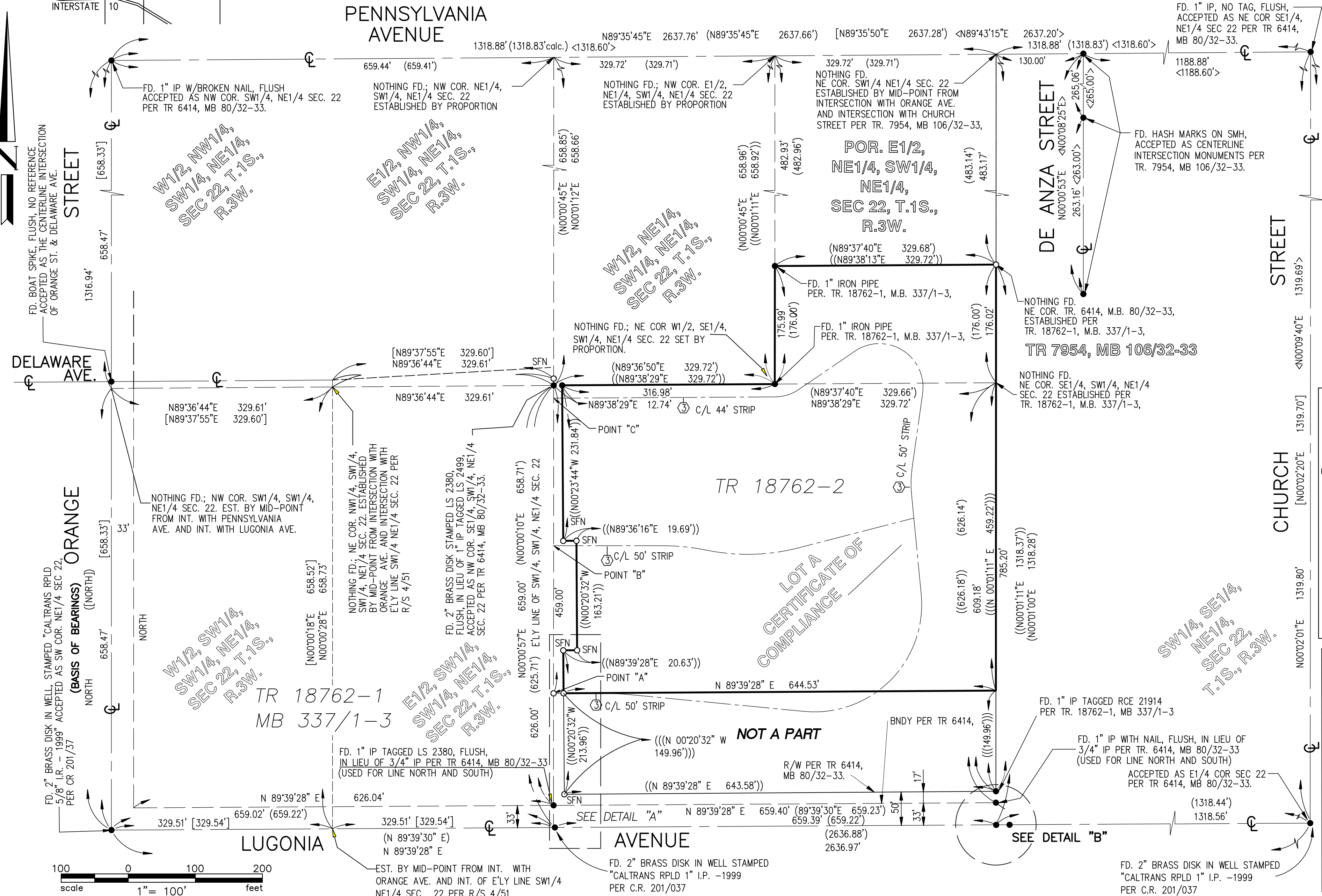
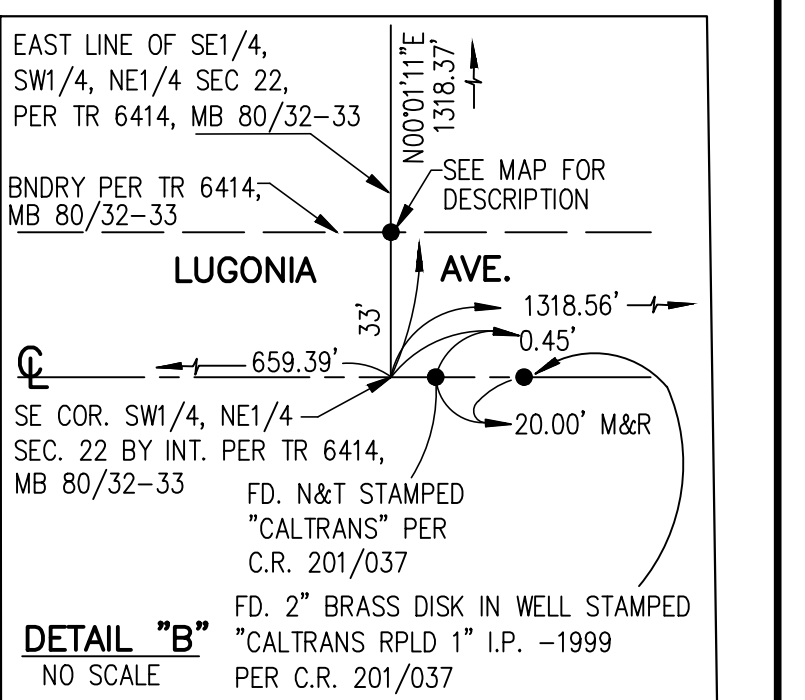
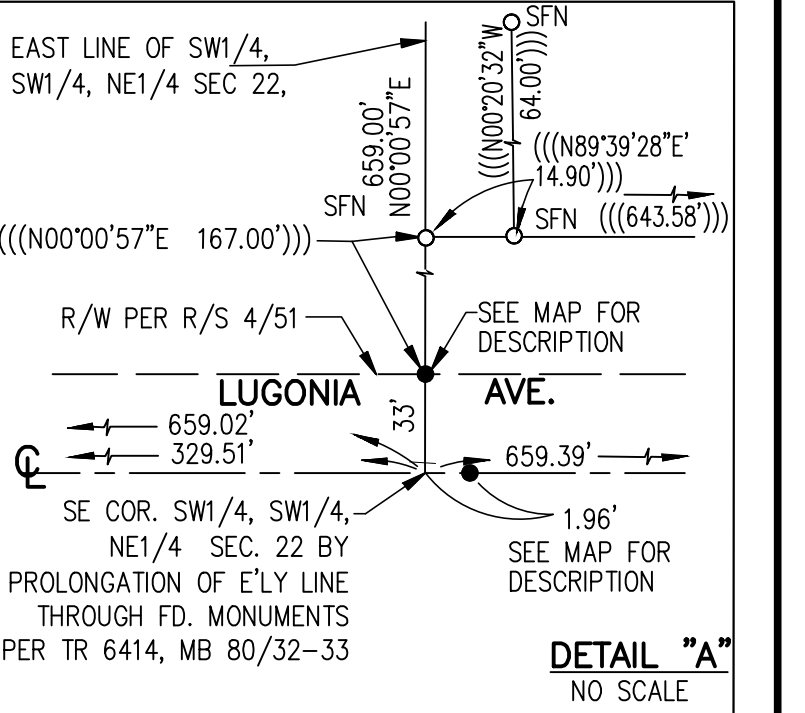
SET 1" IRON PIPE TAGGED LS 7320, FLUSH AT ALL LOT CORNERS AND ANGLE POINTS IN SIDE LOT LINES, EXCEPT SET NAIL & TAG LS 7320 ON TOP OF CURB ON PROLONGATION OF SIDE LOT LINES IN LIEU OF FRONT PROPERTY CORNERS.

- (( )) INDICATES MEASURED AND RECORD INFORMATION PER COC O.R., S.B. CO.
- (( )) INDICATES MEASURED AND RECORD INFORMATION PER TR 18762-1 MB 337/1-3 O.R., S.B. CO.
- ( ) INDICATES RECORD INFORMATION PER TR 6414, MB 80/32-33 O.R., S.B. CO.
- [ ] INDICATES REC. INFORMATION PER R/S 4/51 O.R., S.B. CO.
- < > INDICATES REC. INFORMATION PER TR 7954, MB 106/32-33 O.R., S.B. CO.
- { } INDICATES REC. AND MEAS. INFORMATION PER GRANT DEED RECORDED 8/24/2012 AS INST. NO. 2012-0345157 O.R. S.B. CO.

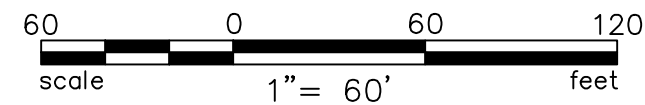
THIS TRACT HAS 1 LOT WHICH CONTAINS A TOTAL OF 8.06 GROSS ACRES.  
SEE SHEET 3 FOR EASEMENT NOTES.

## LEGEND

C.S.F.B. 201/037	COUNTY SURVEY FIELD BOOK/PAGE
FD.	FOUND
R/S 4/51	RECORD OF SURVEY BOOK/PAGE
M&R	MEASURED AND RECORD
S&W	SPIKE AND WASHER
N&T	PK NAIL AND TAG
SFN	SEARCHED FOR MONUMENT BUT NONE WAS FOUND
O.R. S.B. CO.	OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA
R/W	RIGHT-OF-WAY
C/L	CENTERLINE
EST	ESTABLISHED
INT	INTERSECTION



SEE SHEET 2 FOR BASIS OF BEARINGS,  
BOUNDARY SURVEY MAP AND ENGINEERS NOTES.



BEING A SUBDIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22,  
TOWNSHIP 1 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, TOGETHER WITH LOTS 1, 2 AND 3 OF  
TRACT NO. 6414, AS PER PLAT RECORDED IN BOOK 80 OF MAPS, PAGES 32 AND 33, IN THE OFFICE OF THE COUNTY  
RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA.

DAVID EVANS & ASSOC., INC.

FEBRUARY 2021

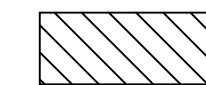
# TRACT NO. 18762-2

## EASEMENT NOTES:

- ①- AN EASEMENT FOR RIGHT OF WAY FOR A DITCH AND INCIDENTAL PURPOSES, RECORDED APRIL 8, 1880 IN BOOK 22, PAGE 102 OF DEEDS OF OFFICIAL RECORDS. (NON-PLOTTABLE)
- ②- THE RIGHT TO RUN ONE OR MORE SHARES OF LUGONIA WATER THROUGH FLUME ON THE EAST SIDE OF PROPERTY HEREIN DESCRIBED, AS GRANTED IN THE DEED FROM ILA D. NEWBRE, AND WIFE, TO WM. A. MORTON, ET AL, RECORDED IN BOOK 352, PAGE 311 OF DEEDS OF OFFICIAL RECORDS. (NON-PLOTTABLE)
- ③- AN EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA GAS COMPANY FOR PIPE LINE AND INCIDENTAL PURPOSES, RECORDED JANUARY 27, 1961 IN BOOK 5337, PAGE 173 OF OFFICIAL RECORDS. (SEE SHEET 2 FOR CL PLOT OF VARIOUS WIDTH STRIPS)
- ④- AN EASEMENT CONTAINED IN THAT DOCUMENT ENTITLED "STORM WATER TREATMENT DEVICE AND CONTROL MEASURE ACCESS AND MAINTENANCE AGREEMENT" RECORDED SEPTEMBER 28, 2012 AS INSTRUMENT NO. 2012-0402318 OF OFFICIAL RECORDS. (LOCATION CANNOT BE DETERMINED FROM INFORMATION PROVIDED).

AN EASEMENT IN FAVOR OF HOUSING AUTHORITY OF SAN BERNARDINO COUNTY FOR INGRESS, EGRESS, PUBLIC UTILITIES, DRAINAGE, CONSTRUCTION AND MAINTENANCE PURPOSES RECORDED \_\_\_\_\_ AS INSTRUMENT NO. \_\_\_\_\_ OF OFFICIAL RECORDS.

## LEGEND:



INDICATES A VARIABLE WIDTH EASEMENT FOR PUBLIC UTILITY PURPOSES, DEDICATED HEREON

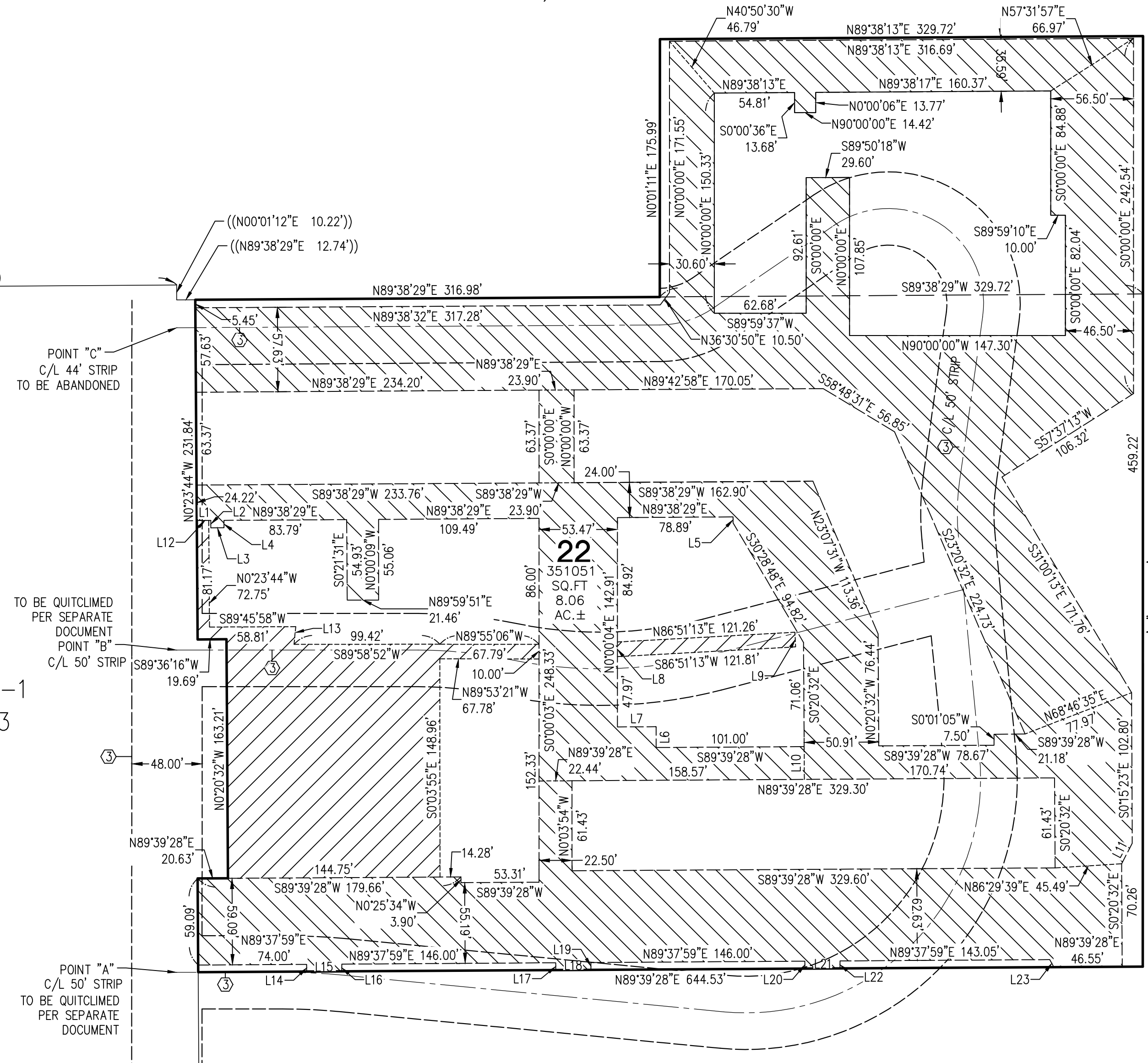


INDICATES A PRIVATE DRAINAGE EASEMENT FOR DRAINAGE, INGRESS, EGRESS AND MAINTENANCE PURPOSES RESERVED HEREON

LINE TABLE		
LINE	BEARING	LENGTH
L1	N89°38'29"E	9.57'
L2	S0°00'12"W	5.02'
L3	N89°38'29"E	8.95'
L4	N0°00'18"W	5.02'
L5	S0°01'09"E	4.07'
L6	N0°00'40"W	14.20'
L7	S89°39'28"W	26.41'
L8	N0°00'04"E	10.01'
L9	S3°08'47"E	10.00'
L10	S0°20'32"E	22.37'
L11	S27°21'25"W	15.79'
L12	N89°38'29"E	8.20'

LINE TABLE		
LINE	BEARING	LENGTH
L13	S5°23'43"W	12.08'
L14	S0°20'32"E	4.94'
L15	N89°39'28"E	24.00'
L16	N0°20'32"W	4.95'
L17	S0°20'32"E	5.02'
L18	N89°39'28"E	24.00'
L19	N0°20'32"W	5.03'
L20	S0°20'32"E	5.09'
L21	N89°39'28"E	24.00'
L22	N0°20'32"W	5.10'
L23	S30°03'56"E	5.95'

TRACT 18762-1  
MB 337/1-3

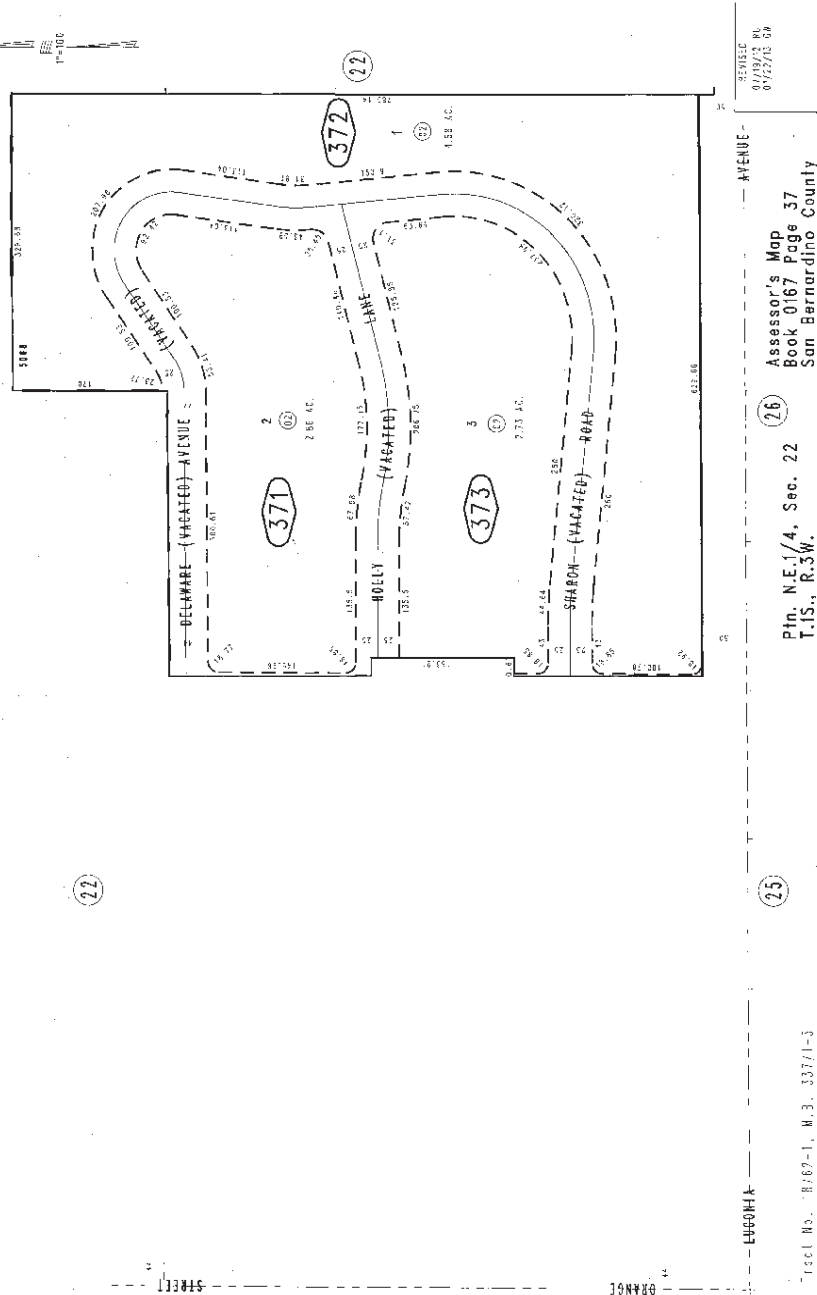




City of Redlands  
Tax Rate Area  
5000, 5068

Pin. Tract No. 6414, M.B. 80/32-33

TUESDAY IS FOR THE PURCHASE  
OF 42 VALUATION MAPS OR UNITS



Assessor's Map  
Book 0167 Page 37  
San Bernardino County

25

26

22

21

Tract No. 8/89-1, M.B. 337/1-3

February 2005

Description: San Bernardino, CA Assessor Map - Book. Page 167.37 Page: 1 of 1  
Order: D Comment:

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

**September 14, 2021**

## **FROM**

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

## **SUBJECT**

**Amendments to Regulatory and Loan Agreements for Yucaipa Crest Apartments**

## **RECOMMENDATION(S)**

1. Approve amendments to the Promissory Note and the Home Investment Partnership Agreement with the County of San Bernardino and Housing Partners I, Inc. for the acquisition and rehabilitation of real property at 12385 6<sup>th</sup> Street in Yucaipa, California, for the housing development known as Yucaipa Crest Apartments.
  2. Authorize and direct the Executive Director to execute and deliver the amendments to the County of San Bernardino and 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 clients live in safe and desirable homes and communities where they can develop and prosper.**

## **FINANCIAL IMPACT**

The amendment to the Promissory Note agreement for Yucaipa Crest Apartments will result in payment of 26% of residual receipts to the County of San Bernardino as loan repayment until December 2023 at which time the note is expected to be forgiven. Based on historical financial statements the residual receipt loan payment is estimated to be about \$65,000 annually.

## **BACKGROUND INFORMATION**

On June 12, 2001, Housing Partners I, Inc. (HPI) was awarded a \$761,651 loan through the County of San Bernardino's Home Investment Partnership (HOME) program as a contribution towards the acquisition and rehabilitation of real property at 12385 6<sup>th</sup> Street in Yucaipa, California also known as Yucaipa Crest, a 45-unit affordable housing development. The original HOME agreement called for a residual receipt payment on the loan, however, the calculation of the residual receipts related to loan repayment was unclear. This amendment to the HOME regulatory agreement along with the amendment to the Promissory Note clarifies that 26% of residual receipts will be paid until the end of the affordability period on December 29, 2023 at which time the loan balance is expected to be forgiven. Since the HOME funds originally provided to the property was 26% of total acquisition cost, it is the basis for the calculation of the residual receipts payment.

## **PROCUREMENT**

Not applicable.

## **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on August 19, 2021.

## FIRST AMENDMENT TO PROMISSORY NOTE

Yucaipa Crest Apartments

12385 6<sup>th</sup> Street

Yucaipa, CA

This First Amendment to Promissory Note ("Amendment") is made effective as of \_\_\_\_\_, 2021 (the "Effective Date") by Housing Partners I, Inc. ("Maker") and co-signed by the Housing Authority of the County of San Bernardino ("Designated Owner"), and the County of San Bernardino, a political subdivision of the State of California, by and through its Department of Community Development and Housing ("Lender").

### R E C I T A L S

- A. Maker and Designated Owner have previously executed that certain Promissory Note dated June 12, 2001 in favor of Lender in the original principal amount of Seven Hundred Sixty One Thousand, Six Hundred Fifty One Dollars (\$761,651), a copy of which is attached hereto as Exhibit A and by this reference incorporated herein (the "Note"). For the purpose of securing repayment of the Note, Maker executed that certain Deed of Trust, dated May 10, 2001, a copy of which is attached hereto as Exhibit B and by this reference incorporated herein (the "Deed of Trust"). The Deed of Trust was recorded in the official records of the County of San Bernardino on July 25, 2001 as Document No. 20010298514.
- B. The Promissory Note needs to be amended to correlate with the First Amendment to the HOME Investment Partnership Agreement.

NOW, THEREFORE, the parties hereto hereby agree to amend the Promissory Note as follows:

Section 1. The paragraph numbered 1 is hereby deleted in its entirety and replaced and amended as follows:

1. Term of this Note is 20 years. Affordability Period is 20 years from the date of occupancy for 11 HOME-assisted units, which date occurred on December 29, 2003.

Section 2. The paragraph numbered 2 is hereby deleted in its entirety and replaced and amended as follows:

"2. Repayment of this Note shall be deferred and accrue no interest for a period of five (5) years, commencing July 1, 2001 and continuing through July 1, 2006. At the end of the five-year period, the County will require annual repayment when there

is annual positive net profit (residual receipts) after a review of Annual Financial Statements. The loan will begin to accrue interest at a rate of 3% per annum. Twenty-six percent (26%) of the residual receipts shall be paid to the County as repayment annually.

The County shall extend the deferment for additional five (5) year periods if all terms and conditions set forth in the HOME Investment Partnership Agreement have been met. Any repayment obligation pursuant to this paragraph number 2 shall not be retroactive to any period before the date of this Amendment. The remaining balance of the loan shall be forgiven if all terms and conditions set forth in the HOME Investment Partnership Agreement have been met for the entire period of affordability. The Affordability Period will end of December 29, 2023.

Notwithstanding the foregoing, the balance due under the Note shall be immediately due and payable at the election of the County upon the earlier of (i) the sale, lease, exchange, assignment or other conveyance (whether voluntary or by operation of law) of all or any part of the Property or any interest in the Property (other than the lease of Affordable Units to Very Low-Income and Low-Income tenants pursuant to the terms of this Agreement); (ii) the refinancing of the County Loan; or (iii) an Event of Default by the Maker and/or Designated Owner as defined in Section 501 of the HOME Investment Partnership Agreement. The Note shall automatically be due and payable upon sale or transfer of the property except as permitted in the HOME Investment Partnership Agreement.”

Section 3. The paragraph numbered 4 is hereby deleted in its entirety.

Section 4. County hereby acknowledges and agrees that none of the events described in paragraph number 2 requiring the Note to be immediately due and payable has occurred and Maker and Designated Owner are in compliance with all obligations of this Note and the HOME Investment Partnership Agreement.

Except as set forth in this Amendment, the Note shall remain in full force and effect as originally executed by the Maker and Designated Owner.

[Signatures Appear on the Following Page]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed below.

**LENDER**

County of San Bernardino

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

Curt Hagman, Chair,  
Board of Supervisors

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

SIGNED AND CERTIFIED THAT A  
COPY OF THIS DOCUMENT HAS  
BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD:

LYNNA MONELL  
Clerk of the Board of Supervisors

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

Deputy

APPROVED AS TO LEGAL FORM:

MICHELLE D. BLAKEMORE  
COUNTY COUNSEL

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

Suzanne Bryant  
Deputy County Counsel

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

**MAKER**

Housing Partners I, Inc.

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

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

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

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

**DESIGNATED OWNER**

Housing Authority of the County of  
San Bernardino

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

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

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

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

EXHIBIT A  
PROMISSORY NOTE

EXHIBIT B  
DEED OF TRUST

FIRST AMENDMENT TO HOME INVESTMENT PARTNERSHIP AGREEMENT  
(Yucaipa Crest Apartments)

This First Amendment to the HOME Investment Partnership Agreement dated \_\_\_\_, 2021 (this "First Amendment"), by and between the County of San Bernardino, a political subdivision of the State of California (the "County"), and Housing Partners I, Inc. (the "Borrower"), as the Managing General Partner with the Housing Authority of the County of San Bernardino ("Designated Owner") with reference to the following facts:

RECITALS

WHEREAS, that certain HOME Investment Partnership Agreement dated as of June 12, 2001 (the "Original Agreement"), by and between the County and Borrower, was entered into for the purpose of providing funds to Borrower for the development/construction of forty-five (45) residential rental units located in the City of Yucaipa at 12385 6<sup>th</sup> Street with eleven (11) of those units for Very Low-Income households; and,

WHEREAS, the parties have determined that the Original Agreement needs to be amended to clarify the repayment percentage of residual receipts;

NOW, THEREFORE, the County and the Borrower agree as follows:

Section 1. Amendment to Section 205: Section 205 of the Original Agreement is hereby deleted in its entirety and replaced and amended as follows:

**"Repayment.** The repayment of this loan shall be deferred for a period of five (5) years (2006) beginning from the date of the disbursement of funds. The Borrower shall submit to the County its Annual Financial Statement for the preceding year, not later than ninety (90) days after the end of the first calendar year (or partial year) covering the operation of the Project, and annually thereafter on the same day and month. At the end of the five-year period, or any year prior to the end of the five-year period, the County will require annual repayment when there is annual positive net profit (residual receipts). Twenty-six percent (26%) of the residual receipts shall be paid to the County as repayment annually.

The remaining balance of the loan shall be forgiven if all terms and conditions set forth in this Agreement have been met for the entire period of affordability. The Affordability Period will end on December 29, 2023.

Notwithstanding the foregoing, the balance due under the Note shall be immediately due and payable at the election of the County upon the earlier of (i) the sale, lease, exchange, assignment or other conveyance (whether voluntary or by operation of law) of all or any part of the Property or any interest in the Property (other than the lease of Affordable Units to Very Low-Income and Low-Income tenants



pursuant to the terms of this Agreement); (ii) the refinancing of the County Loan; or (iii) an Event of Default by the Borrower and/or Designated Owner as defined in Section 501 herein below. The Note shall automatically be due and payable upon sale or transfer of the property except as permitted in this Agreement.

The County shall extend the deferment for additional five (5) year periods if all terms and conditions set forth in this Agreement have been met. Any repayment obligation pursuant to this Section 205 or the Note shall not be retroactive to any period before the date of this First Amendment. The entire loan shall be forgiven if all terms and conditions set forth in said Agreement are met for the entire twenty (20) year period of affordability. The Note shall automatically be due and payable upon sale or transfer of the Property, except as permitted in this Agreement.”

Section 2. County hereby acknowledges and agrees that none of the events described in Section 205 of the Agreement requiring the Note to be immediately due and payable has occurred and Borrower is in compliance with all terms and conditions set forth in this Agreement and the Note.

In WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the date first written above.

COUNTY OF SAN BERNARDINO

►

\_\_\_\_\_  
Curt Hagman, Chair, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_  
Deputy

BORROWER: Housing Partners I, Inc.

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

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

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


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

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

Address \_\_\_\_\_  
\_\_\_\_\_

DESIGNATED OWNER: Housing Authority of the  
County of San Bernardino

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

By  \_\_\_\_\_  
(Authorized signature - sign in blue ink)

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




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

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

Address \_\_\_\_\_

\_\_\_\_\_

**FOR COUNTY USE ONLY**

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
		
Suzanne Bryant, Deputy County Counsel		
Date	Date	Date

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

**September 14, 2021**

**FROM**

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

**SUBJECT**

Regular Meeting Minutes for Meeting Held on August 10, 2021

**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 August 10, 2021.  
(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 August 10, 2021 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 August 27, 2021.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO  
August 10, 2021**

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 843 3326 4675, Password 210264) at 3:00 p.m. on August 10, 2021.

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

Commissioner Johnson  
Commissioner Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

Absent: Commissioner Muñoz

Also in attendance were: Maria Razo, Executive Director; Gus Joslin, Deputy Executive Director; Rishad Mitha, Director of Operations; Jennifer Dawson, Director of Human Resources; Jesse Diaz, Finance Manager; Nicole Beydler, Director of Policy and Public Relations; Renee Kangas, Management Analyst; Kristin Maithonis, Assistant Director of Housing Services; Perlie Liu, Asset Management Analyst; Evan Miles, Project Manager; Angie Lardapide, Procurement and Contracts Supervisor; Claudia Nuñez, Procurement Assistant; Tony Bonilla, Management Analyst; Ronald Kennedy, Management Analyst and Claudia Hurtado, Executive Assistant.

Also present, Fred Galante and Colin Tanner, Legal Counsel to the Housing Authority.

The Chairman called for additions or deletions to the August 10, 2021, agenda.

The Chairman provided an opportunity for members of the public to address the Board of Commissioners. Secretary of the Board declared there is one (1) public comment submitted which read as follows:

“Good morning my name is Kimberly I transfer my section 8 to San Bernardino I moved out here in in March Delaware did not give them my paper into a June San Bernardino gave me 30 days to find me a place I found my place July 29th two bedrooms for 1400 in Highland San Bernardino Section 8 said they would not take the 1400 the landlord backed out of it now they giving me one day to find me a place San Bernardino said I had to call Delaware to get extension Delaware said that San Bernardino supposed to give me extension no one is trying to help me and now me and my kids are homeless and no one cares I do not know what to do I need help it is very hard out here to find a place and when I call Section 8 I do not get an answer”

Closed Session item regarding Conference with Labor Negotiators, Pursuant to Gov’t Code Section 54957.6: HACSB designated Board of Commissioners, Leadership team and Legal Counsel, held Closed Session.

Following closed session, General Counsel Fred Galante reported out that the Board of Commissioners held a closed session to discuss the item, as listed on the agenda, and no reportable action was taken.

The Executive Director's Report was requested.

Executive Director Razo gave the Executive Director's Report.

Commissioner MacDuff asked if the FDIC Money Smart Financial Education Program was for the residents. Executive Director, Maria Razo answered the question by stating, yes, the program is provided by the two (2) Housing Authority's Resident Coordinators.

Discussion calendar item number 6 to receive the board building presentation for August 10, 2021, on procedures for the Board of Commissioners to process and resolve claims brought against the Housing Authority of the County of San Bernardino presentation was requested.

Legal Counsel to the Housing Authority, Fred Galante provided the Discussion calendar item number 6 to receive the board building presentation for August 10, 2021, on procedures for the Board of Commissioners to process and resolve claims brought against the Housing Authority of the County of San Bernardino.

Commissioner MacDuff provided a statement regarding Executive Director delegation. Commissioner MacDuff explained that she is comfortable with authorizing the discretion to settle claims for up to \$25,000.00. Any settlement amount exceeding \$25,000.00 to be presented to the Board of Commissioners for review and approval. General Counsel Galante clarified that the approval of the claims amount and process for handling claims will be presented to the Board for formal action at a future meeting.

Commissioner Pinedo asked what is the claim deductible amount. Rishad Mitha answered the question by stating that the Housing Authority of the County of San Bernardino does not pay a claim deductible.

Discussion calendar item number 7 to, Adopt Resolution No. 115 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs, was requested.

Executive Director, Maria Razo explained the item.

Commissioner Tarango moved to approve discussion calendar item number 7 to, Adopt Resolution No. 115 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 Cooper

Nays

Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

Discussion calendar item number 8, to Adopt Resolution No. 116 approving payment standards for the Emergency Housing Voucher Program effective August 10, 2021, was requested.

Executive Director Maria Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 8, to Adopt Resolution No. 116 approving payment standards for the Emergency Housing Voucher Program effective August 10, 2021, which motion was duly seconded by Commissioner Tarango, and upon roll call the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

Nays

Discussion calendar item number 9 to, 1) Approve Memorandum of Understanding between the Housing Authority of the County of San Bernardino and Victim Service Providers for referral services for the Emergency Housing Voucher program, 2) Authorize and direct the Executive Director to execute and deliver the Memorandum of Understanding and any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Maria Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 9 to, 1) Approve Memorandum of Understanding between the Housing Authority of the County of San Bernardino and Victim Service Providers for referral services for the Emergency Housing Voucher program, 2) Authorize and direct the Executive Director to execute and deliver the Memorandum of Understanding and any related documents, 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 Cooper  
Commissioner MacDuff  
Commissioner Miller

Nays

Commissioner Pinedo  
Commissioner Tarango

Discussion calendar item number 10 to, Adopt Resolution No. 118 approving revisions to the Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking governing the Housing Authority of the County of San Bernardino's Public Housing and Housing Choice Voucher Program, was requested.

Executive Director Maria Razo explained the item.

Commissioner Tarango moved to approve the discussion calendar item number 10 to, Adopt Resolution No. 118 approving revisions to the Emergency Transfer Plan for Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking governing the Housing Authority of the County of San Bernardino's Public Housing and Housing Choice Voucher Program, which motion was duly seconded by Commissioner Miller, and upon roll call the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

Nays

Discussion calendar item number 11 to approve purchase orders via piggyback contracts with Home Depot U.S.A. Inc., and HD Supply Facilities Maintenance Ltd., for a five-year period beginning August 8, 2021 through July 31, 2026 for the purchase of maintenance, repair, operating, and industrial supplies and other related products through a cooperative agreement with U.S. Communities Government Purchasing Alliance in a total amount not to exceed \$2,489,834, was requested.

Executive Director Maria Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 11, to Approve purchase orders via piggyback contracts with Home Depot U.S.A. Inc., and HD Supply Facilities Maintenance Ltd., for a five-year period beginning August 8, 2021 through July 31, 2026 for the purchase of maintenance, repair, operating, and industrial supplies and other related products through a cooperative agreement with U.S. Communities Government Purchasing Alliance in a total amount not to exceed \$2,489,834, was requested, which motion was duly seconded by Commissioner Tarango, and upon roll call the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner Cooper  
Commissioner MacDuff

Nays

Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

Discussion calendar item number 12, to 1) Award contract No. PC1212, effective September 1, 2021, to Base Hill, Inc. dba Jan Point for janitorial services agency-wide, in an amount not to exceed \$500,000 for a four year base period beginning September 1, 2021 through August 31, 2025, with one single-year option to extend through August 31, 2026, 2) Authorize contract for case management services subject to meet and confer with union, 3) Authorize and direct the Executive Director to execute and deliver the contract to Base Hill, Inc. dba Jan Point, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Maria Razo explained the item.

Commissioner Johnson asked if there were any conflicts with Teamsters Union for janitorial maintenance techs. Executive Director Maria Razo explained there are no conflicts with Teamsters Union because the Housing Authority does not have employees that provide janitorial services.

Commissioner MacDuff moved to approve the discussion calendar item number 12 to 1) Award contract No. PC1212, effective September 1, 2021, to Base Hill, Inc. dba Jan Point for janitorial services agency-wide, in an amount not to exceed \$500,000 for a four year base period beginning September 1, 2021 through August 31, 2025, with one single-year option to extend through August 31, 2026, 2) Authorize contract for case management services subject to meet and confer with union, 3) Authorize and direct the Executive Director to execute and deliver the contract to Base Hill, Inc. dba Jan Point, 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 Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

Nays

Discussion calendar item number 13 to 1) Approve an appropriation for construction management and real estate development consulting services in amount not to exceed \$450,000 for a three-year period through August 10, 2024. 2) Approve seven contracts for on-call construction management and real estate development consulting services with the following vendors, in the total aggregate not to exceed amount of \$450,000, for a three-year period beginning August 11, 2021, through August 10, 2024, with two single year options to extend through August 10, 2026

- a. Partner Engineering and Science, Inc.
- b. Murow Development Consultants



- c. Atrium Construction Services
- d. SeaPointe Group, Inc.
- e. The Howell Group, Inc.
- f. Moote Companies, LLC
- g. IMG Construction Management, was requested.

Executive Director Maria Razo explained the item.

Commissioner Tarango moved to approve discussion calendar item number 13 to 1) Approve an appropriation for construction management and real estate development consulting services in amount not to exceed \$450,000 for a three-year period through August 10, 2024. 2) Approve seven contracts for on-call construction management and real estate development consulting services with the following vendors, in the total aggregate not to exceed amount of \$450,000, for a three-year period beginning August 11, 2021, through August 10, 2024, with two single year options to extend through August 10, 2026.

- a. Partner Engineering and Science, Inc.
- b. Murow Development Consultants
- c. Atrium Construction Services
- d. SeaPointe Group, Inc.
- e. The Howell Group, Inc.
- f. Moote Companies, LLC
- g. IMG Construction Management on, 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 Miller  
Commissioner Pinedo  
Commissioner Tarango

Nays

Abstain

Commissioner Cooper

Discussion calendar item number 14 to 1) Approve a Quitclaim Deed with Reservation of Right of Entry (Partial Easement) from Southern California Gas Company for the abandonment in place of a 2 inch (and 1 inch) natural gas pipeline (together “Abandoned Pipeline”) located within the Right of Way on real property owned by the Housing Authority of the County of San Bernardino and Housing Partners I, Inc., at 131 E. Lugonia Ave in the city of Redlands, 2) Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept and sign, finalize and record the Quitclaim Deed with Reservation of Right of Entry (Partial Easement) with the County of San Bernardino Recorder and any ancillary documents or exhibits necessary to effectuate the abandonment, was requested.

Executive Director Maria Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 14 to 1) Approve a Quitclaim Deed with Reservation of Right of Entry (Partial Easement) from Southern California Gas Company for the abandonment in place of a 2 inch (and 1 inch) natural gas pipeline (together “Abandoned Pipeline”) located within the Right of Way on real property

owned by the Housing Authority of the County of San Bernardino and Housing Partners I, Inc., at 131 E. Lugonia Ave in the city of Redlands, 2) Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept and sign, finalize and record the Quitclaim Deed with Reservation of Right of Entry (Partial Easement) with the County of San Bernardino Recorder and any ancillary documents or exhibits necessary to effectuate the abandonment, which motion was duly seconded by Commissioner Miller, and upon roll call the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

Nays

Legal Counsel, Fred Galante added clarification regarding the gas pipeline and that the easement allows the Housing Authority of San Bernardino to require the Gas Company to remove any abandoned pipeline if it ever conflicts with the proposed development of the property. Otherwise, the abandoned line will remain in place.

Discussion calendar item number 15 to, 1) Approve recording of the Final Map for Arrowhead Grove, former Waterman Gardens site, Tract # 18829, located in San Bernardino, subject to City of San Bernardino City Council approval:

- a) Approve, or ratify as necessary, recording and authorize the Executive Director to sign the Final Map.
  - b) Authorize the Executive Director to sign the Subdivision Improvement Agreement
  - c) Authorize the Executive Director to Negotiate and Execute Agreement(s) as necessary to effectuate the recording of the Final Map for Tract #18829, including but not limited to Performance, Warranty, Maintenance and Monumentation bonds as required by the City of San Bernardino and, upon consultation with legal counsel, to execute any other non-substantive action necessary to complete the recording.
- 2) Instruct the Executive Director or her designee to do the following:
- a) Prepare the Final Map for recording.
  - b) Prepare the Subdivision Improvement Agreement for recording, was requested.

Executive Director Maria Razo explained the item.

Commissioner Tarango moved to approve, discussion calendar item number 15 to, 1) Approve recording of the Final Map for Arrowhead Grove, former Waterman Gardens site, Tract # 18829, located in San Bernardino, subject to City of San Bernardino City Council approval:

- d) Approve, or ratify as necessary, recording and authorize the Executive Director to sign the Final Map.
- e) Authorize the Executive Director to sign the Subdivision Improvement Agreement
- f) Authorize the Executive Director to Negotiate and Execute Agreement(s) as necessary to effectuate the recording of the Final Map for Tract #18829, including but not limited to

Performance, Warranty, Maintenance and Monumentation bonds as required by the City of San Bernardino and, upon consultation with legal counsel, to execute any other non-substantive action necessary to complete the recording.

2) Instruct the Executive Director or her designee to do the following:

c) Prepare the Final Map for recording.

d) Prepare the Subdivision Improvement Agreement for recording

Which motion was duly seconded by Commissioner Cooper, and upon roll call the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

Nays

Discussion Calendar item number 16 to, 1) Adopt Resolution No. 117 to:

a) Approve a Ground Lease Agreement between the Housing Authority of the County of San Bernardino and Arrowhead Grove LLC

b) Approve a Ground Lease Loan Agreement between the Housing Authority of the County of San Bernardino and Arrowhead Grove LLC in an amount not to exceed the current appraised value of the property and documents ancillary to the Ground Lease Loan Agreement including:

i. Promissory Note

ii. Deed of Trust

iii. Approve documents as required by the United States Department of Housing and Urban Development to complete the transfer of the remainder parcels of the former Waterman Gardens public housing site

2) Authorize the Executive Director of the Housing Authority of the County of San Bernardino, upon consultation with Legal Counsel, to make non-substantive modifications, execute and deliver the Loan Agreement, Ground Lease Agreement, and United States Department of Housing and Urban Development related documents and the ancillary documents necessary to carry out and close the transaction.

Executive Director Maria Razo explained the item.

Commissioner Miller moved to approve discussion calendar item number 16 to, 1) Adopt Resolution No. 117 to:

c) Approve a Ground Lease Agreement between the Housing Authority of the County of San Bernardino and Arrowhead Grove LLC

d) Approve a Ground Lease Loan Agreement between the Housing Authority of the County of San Bernardino and Arrowhead Grove LLC in an amount not to exceed the current appraised value of the property and documents ancillary to the Ground Lease Loan Agreement including:

i. Promissory Note

- ii. Deed of Trust
- iii. Approve documents as required by the United States Department of Housing and Urban Development to complete the transfer of the remainder parcels of the former Waterman Gardens public housing site

2) Authorize the Executive Director of the Housing Authority of the County of San Bernardino, upon consultation with Legal Counsel, to make non-substantive modifications, execute and deliver the Loan Agreement, Ground Lease Agreement, and United States Department of Housing and Urban Development related documents and the ancillary documents necessary to carry out and close 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 Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

Nays

Approval of the consent calendar agenda items numbers 17-19, to:

- 17) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on July 13, 2021.
- 18) Approve and file Agency-wide Financial Statements through April 2021.
- 19) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in May 2021, was requested.

Executive Director Maria Razo advised the Board of Commissioners of revisions done to page 402 to read, "Commissioner MacDuff asked of the extent of the injuries.", also on page 403 will read, "Commissioner MacDuff shared that she heard the first public service announcement regarding the City of San Bernardino rental assistance program via KVCR radio".

Commissioner MacDuff moved to approve consent calendar agenda items numbers 17-19, to:

- 17) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on July 13, 2021.
- 18) Approve and file Agency-wide Financial Statements through April 2021.
- 19) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in May 2021, which motion was duly seconded by Commissioner Miller, and upon roll call the Ayes and Nays were as follows:

Ayes

Commissioner Johnson  
Commissioner Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Pinedo  
Commissioner Tarango

Nays

Chairman provided an opportunity for individual Board member comments. Commissioner Miller provided a Board member comment stating, she has an acquaintance having a hardship of a place to live. Commissioner Miller asked if someone can follow-up and provide what is the next step and options available for her acquaintance.

There being no other business, Commissioner MacDuff moved for the regular meeting of Tuesday, August 10, 2021, to be adjourned, which motion was duly seconded by Commissioner Miller. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 5:10 p.m.

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Tim Johnson, Chair

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Beau Cooper, Vice Chair

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Cassie MacDuff

---

Sylvia Miller

---

Jessie Muñoz

---

Bobby Tarango

---

Dr. Ciriaco “Cid” Pinedo

Attest:

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Secretary

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

**September 14, 2021**

## **FROM**

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

## **SUBJECT**

Agency-wide Financial Statements through May 2021

## **RECOMMENDATION(S)**

Approve and file Agency-wide Financial Statements through May 2021.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

**We have a healthy organization marked by financial stability and a culture of respect, empowerment, and passion for the mission.**

## **FINANCIAL IMPACT**

The Housing Authority of the County of San Bernardino's (HACSB) year-to-date agency-wide net income through May 2021 for Federal Fiscal Year (FFY) 2020-21 is \$1,019,497. The net income is currently greater than the anticipated \$728,087 net loss, with a variance of \$1.7 million, primarily due to physical needs assessment work and capital projects that were budgeted, but not completed in the amount of \$6.1 million (reflected in the extraordinary maintenance expenses line and the grant expense item). There were also lower than anticipated costs in administrative and maintenance expenses mainly due to pending computer equipment and software purchases, lower maintenance, and contract costs due to deferred internal maintenance as a result of the pandemic and several vacant positions. Depreciation expense is not budgeted and amounted to \$3.1 million through May 2021.

<b>Financial Summary</b>	<b>FY 2021 YTD</b>
Revenues	\$101,384,089
Expenses	\$ 97,236,887
Operating Gain	\$ 4,147,202
Operating Transfers/Non-Operating Items	\$ 3,127,705
<b>Net Income/(Loss)</b>	<b>\$ 1,019,497</b>

## **BACKGROUND INFORMATION**

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2020-21 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 as the effects of the pandemic continue to impact the agency's operations and finances.

Funding notifications for the 2021 calendar year were received from HUD in late March, which included an unexpected inflation factor of 8%. In the 2020 calendar year, we experienced large

cost increases, and an insufficient inflation factor increase, which resulted in decreasing the overall size of the MTW Housing Choice Voucher program through attrition. Based on current analysis, we expect that we will be able to serve approximately 400 additional families through the MTW Housing Choice Voucher tenant-based program, which currently has a waiting list of 20,000+ families. We are also working through the launch of the new Emergency Housing Voucher (EHV) program.

Following is a recap of the COVID related challenges mentioned above, as well as other financial items to highlight:

- COVID-19 pandemic related:
  - Continued increases in housing assistance payment costs in the Housing Choice Voucher Program *related to families' income decreasing and total contract rent increasing*, which causes a corresponding increase on the portion that the agency pays the landlord on behalf of the program participating family.
  - Increases in agency costs (i.e. Office modifications, cleaning costs, paid leave, technology, etc.).
  - Rental income losses related to the eviction moratorium in the Authority Owned portfolio.
  - Inconsistent staffing levels due to childcare and health issues.
- Physical needs improvements: 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. Some of this work has been deferred to account for rental income losses resulting from the pandemic as well as due to staffing capacity challenges.
- Benefit increases: Increases to employer paid medical, dental and pension benefits.

Despite these challenges, we continue to focus on maintaining the agency's fiscal stability, customer service, innovation, enhancing partnerships that will assist our staff and families, and a continued passion for our agency's mission.

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 August 19, 2021.

## HACSB Budget Comparison

Period = Oct 2020-May 2021

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	17,809,314	16,449,483	1,359,831	8.27	24,674,224
Total Other Tenant Income	275,892	400,229	-124,337	-31.07	600,191
NET TENANT INCOME	18,085,206	16,849,712	1,235,494	7.33	25,274,415
GRANT INCOME					
TOTAL GRANT INCOME	78,709,604	86,810,074	-8,100,470	-9.33	130,215,112
OTHER INCOME					
TOTAL OTHER INCOME	4,589,278	4,027,057	562,221	13.96	5,541,077
TOTAL INCOME	101,384,089	107,686,843	-6,302,755	-5.85	161,030,604
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	4,388,531	9,198,193	4,809,662	52.29	13,797,290
ADMINISTRATIVE					
Total Administrative Salaries	8,610,593	9,822,212	1,211,619	12.34	14,734,032
Total Legal Expense	188,390	185,294	-3,096	-1.67	277,685
Total Other Admin Expenses	3,787,738	3,734,047	-53,691	-1.44	5,685,778
Total Miscellaneous Admin Expenses	1,286,197	1,817,406	531,208	29.23	2,428,595
TOTAL ADMINISTRATIVE EXPENSES	13,872,918	15,558,958	1,686,041	10.84	23,126,090
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	243,741	346,071	102,330	29.57	519,252
UTILITIES					
TOTAL UTILITY EXPENSES	2,324,420	2,548,863	224,443	8.81	3,825,949
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	1,812,652	1,691,128	-121,524	-7.19	2,535,690
Total Materials	538,107	676,964	138,857	20.51	1,015,965
Total Contract Costs	1,807,203	2,938,107	1,130,904	38.49	4,401,221
TOTAL MAINTENANCE EXPENSES	4,157,962	5,306,199	1,148,237	21.64	7,952,877
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	641,095	767,049	125,954	16.42	1,141,404
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	2,886,790	3,824,354	937,564	24.52	5,468,747
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	67,733,876	69,848,461	2,114,585	3.03	104,772,691
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	987,554	1,016,781	29,228	2.87	1,525,172
TOTAL OPERATING EXPENSES	97,236,887	108,414,930	11,178,043	10.31	162,129,472
<b>OPERATING NET INCOME</b>	<b>4,147,202</b>	<b>-728,087</b>	<b>4,875,288</b>	<b>669.60</b>	<b>-1,098,868</b>
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	3,127,705	0	-3,127,705	N/A	0
NET INCOME	1,019,497	-728,087	1,747,583	240.02	-1,098,868



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

September 14, 2021

**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 of June 2021

**RECOMMENDATION(S)**

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of June 2021.

(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 loss for the month ending June 30, 2021, is \$19,229.14. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in its 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. 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 HACSB's 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 HACSB'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. Losses during this time period are primarily for voluntary move outs and skips. The total write off for the month of June 2021 is \$19,229.14 as delineated in the following table. 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>
207 – Maplewood	1	\$898.00
207 – Barstow	1	(\$2.00)
403 – Summit Walk	1	\$242.00

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss  
for the Month of June 2021  
September 14, 2021

<b>SUMMARY BY PROPERTY MANAGEMENT</b>		
<b>PROPERTY</b>	<b>NO. VACATED</b>	<b>TOTAL</b>
407 – Sunset Pointe	2	(\$58.00)
408 – Sunrise Vista	1	\$413.00
409 – Andalusia	1	\$1,437.50
416 – Arrowhead	1	(\$17.00)
417 – Yucca	0	-
420 – Desert View	1	\$6,453.00
467 – Hillcrest	2	\$796.98
8180800 Arrowhead Commons	0	\$9,005.99
Concessions Write Off		-
<b>TOTAL RENT WRITE OFF</b>	11	\$19,169.47
Miscellaneous Charges		\$99.00
Maintenance Charges		\$6,736.67
Legal Charges		\$150.00
Security Deposits Applied		(\$6,926.00)
<b>NET TOTAL WRITE OFF</b>		\$19,229.14

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on August 19, 2021.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

06/30/21

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>203 - Maplewood</b>													
1	J.	B.		Deceased	449.00	898.00				-	898.00	723.00	175.00
2													
3													
4													
<b>TOTALS:</b>						<b>898.00</b>	-	-	-	-	<b>898.00</b>	<b>723.00</b>	<b>175.00</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	Notice to Vacate	05/11/21	N/A	N/A	N/A	N/A			N/A	06/03/21
2										
3										
4										

<b>207 - Barstow</b>													
1	F.	B.		V	394.00	(2.00)	-	99.00	840.00		937.00	800.00	137.00
2													
3													
4										-	-		-
<b>TOTALS:</b>						<b>(2.00)</b>	-	<b>99.00</b>	<b>840.00</b>	-	<b>937.00</b>	<b>800.00</b>	<b>137.00</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	30 Day Notice	N/A	N/A	N/A	N/A	N/A	N/A	N/A		06/22/21
2										
3										
4										

<b>403 - Summit Walk</b>													
1	W.	K.		V	1,475.00	242.00	-		828.00		1,070.00	1,035.00	35.00
							-				-		-
<b>TOTALS:</b>						<b>242.00</b>	-	-	<b>828.00</b>	-	<b>1,070.00</b>	<b>1,035.00</b>	<b>35.00</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	30 Day Notice	05/05/21								06/05/21

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

06/30/21

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>407 - Sunset Pointe</b>													
2	T.	A.					-		(154.20)		(154.20)		(154.20)
3	P.	L.					-		198.36		198.36		198.36
4	P.	V.		V	925.00	(58.00)	-		610.00		552.00	500.00	52.00
5	R.	S.		S	900.00	-	-		885.00		885.00	500.00	385.00
							-				-		-
<b>TOTALS:</b>						<b>(58.00)</b>	-	-	<b>1,539.16</b>	-	<b>1,481.16</b>	<b>1,000.00</b>	<b>481.16</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
2	Collection on bad debt									
3	Reverse collection payment - bank error. Agent sending new check									
4	60 Day Notice	04/01/21								06/03/21
5	Skip									06/05/21

<b>408 - Sunrise Vista</b>													
6	H.	A.					-		(935.55)		(935.55)		(935.55)
7	J.	W.		T	825.00	413.00	-		1,779.00	-	2,192.00	700.00	1,492.00
<b>TOTALS:</b>						<b>413.00</b>	-	-	<b>843.45</b>	-	<b>1,256.45</b>	<b>700.00</b>	<b>556.45</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
6	Collection on bad debt									
7	30 Day Notice	05/14/21								6/15/2021

<b>409 - Andalusia</b>													
1	K.	F.		S	960.00	1,437.50			430.00	-	1,867.50	599.00	1,268.50
2						-				-			
3													
4													-
5													-
<b>TOTALS:</b>						<b>1,437.50</b>	-	-	<b>430.00</b>	-	<b>1,867.50</b>	<b>599.00</b>	<b>1,268.50</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	Skipped	NA	NA	NA	NA	NA		NA	NA	NA
2										
3										
4										
5										

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

06/30/21

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>416 - Arrowhead</b>													
8	W.	G.		V	875.00	(17.00)	-		533.00		516.00	200.00	316.00
<b>TOTALS:</b>						<b>(17.00)</b>	-	-	<b>533.00</b>	-	<b>516.00</b>	<b>200.00</b>	<b>316.00</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
8	30 Day Notice	04/30/21								05/28/21

<b>417 - Yucca</b>													
9	S.	D.					-		(300.00)		(300.00)		(300.00)
<b>TOTALS:</b>						-	-	-	<b>(300.00)</b>	-	<b>(300.00)</b>	-	<b>(300.00)</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
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<b>420 - Desert View</b>													
10	R.	K.				4,800.00	-				4,800.00		4,800.00
11	F.	E.		S	719.00	1,653.00	-		1,384.06		3,037.06	719.00	2,318.06
<b>TOTALS:</b>						<b>6,453.00</b>	-	-	<b>1,384.06</b>	-	<b>7,837.06</b>	<b>719.00</b>	<b>7,118.06</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
10	Adjustment to previous month writeoff. Credit Card payments disputed.									
11	Skip									06/21/21

<b>467 - Hillcrest</b>													
12	E.	D.		T	685.00	444.00			337.00	150.00	931.00	725.00	206.00
13	G.	L.		T	686.00	352.98			302.00		654.98	425.00	229.98
<b>TOTALS:</b>						<b>796.98</b>	-	-	<b>639.00</b>	<b>150.00</b>	<b>1,585.98</b>	<b>1,150.00</b>	<b>435.98</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
12	3 Day Pay or Quit	06/01/21	Posted						turned in keys to avoid eviction	06/03/21
13	30 Day Notice	05/17/21	Posted						turned in keys to avoid eviction	06/22/21

Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy \*\*Unpaid Misc. D=Deceased Stipulated sgreements for rent, maintenance charges, late charges, etc.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

06/30/21

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>810800 Arrowhead Commons</b>													
1	5/20 Bad debt approved for write off per Finance					9,005.99		-			9,005.99	-	9,005.99
2													
<b>TOTALS:</b>						<b>9,005.99</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,005.99</b>	<b>-</b>	<b>9,005.99</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	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
2										

<b>ALL PROPERTY TOTALS:</b>						<b>19,169.47</b>	<b>-</b>	<b>99.00</b>	<b>6,736.67</b>	<b>150.00</b>	<b>26,155.14</b>	<b>6,926.00</b>	<b>19,229.14</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.