

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

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

Zoom Meeting – Board of Commissioners will be forwarded instructions

Members of the public may call:

Call In Number (669) 900-6833

Meeting ID: 837 1542 8249

Password: 064864

This meeting is being held in accordance with the Brown Act as currently in effect and will take place in accordance with Government Code section 54953(e) et seq. (AB 361), which 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. In addition to providing public comments using the above teleconference information, public comments, limited to 250 words or less, may also be submitted via web at <https://hacsb.com/board-of-commissioners/> and/or via email at 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, you may do so during the meeting online or, alternatively, 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. 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 October 12, 2021. (Page 1)
- 5) Receive the board building presentation for October 12, 2021, an overview on the Housing Authority of the County of San Bernardino programs. (Page 2)
- 6) Receive update from staff on Emergency Housing Vouchers implementation. (Page 3-5)
- 7) 1 – Adopt Resolution No. 122 extending authorization of the Executive Director and designees to waive internal policies and modify operations as necessary in response to the COVID-19 global pandemic through June 30, 2022.

2 – Direct the Executive Director to create and deliver to the Board of Commissioners a summary report of all instances where this waiver is utilized, including specifying policies waived, the reason for the waiver and the estimated financial impact. The report shall be included in each Board of Commissioners regular meeting agenda for the duration of the State of California emergency declaration.
(Pages 6-9)
- 8) Adopt Resolution No. 124 approving revisions to the Housing Authority of the County of San Bernardino's Employee Personnel Handbook.
(Pages 10-15)
- 9) 1 – Authorize an expenditure of the Housing Authority of the County of San Bernardino's Coronavirus Aid, Relief, and Economic Security Act funds for a staff COVID-19 vaccination incentive in an amount not to exceed \$62,400 through November 19, 2021.

2 – Authorize COVID-19 Vaccination Incentive for Employees utilizing Coronavirus Aid, Relief, and Economic Security Act funds, retroactive to September 20, 2021.
(Pages 16-18)
- 10) Adopt Resolution No. 125 authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the initial period of October 12, 2021 through November 11, 2021.
(Pages 19-23)
- 11) 1 – Approve Amendment No. 1 to contract No. PC1180, effective October 12, 2021, with Aleshire & Wynder LLP for General Legal Counsel Services increasing the current contract by \$271,000 for a total amount not to exceed \$401,000 through December 8, 2022, with the option to extend up to three single-year options through December 8, 2025.

- 2 – Authorize and direct the Executive Director to execute and deliver the contract amendment to Aleshire & Wynder LLP and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 24-29)
- 12) 1 – Approve the third amendment to the promissory note between the Housing Authority of the County of San Bernardino and Knowledge and Education for Your Success to extend the term three months beginning retroactively from October 1, 2021 through December 31, 2021.
- 2 – Authorize and direct the Executive Director to execute and deliver the amended promissory note to Knowledge and Education for Your Success, and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 30-37)
- 13) Acting as the Housing Successor for the former Redevelopment Agency for the City of Redlands:
- 1 – Adopt Resolution No. 123 amending the Declaration of Covenants, Conditions and Restrictions for 730 S. San Mateo Street in Redlands to facilitate sale of the property.
- 2 – Authorize the Executive Director of the Housing Authority of the County of San Bernardino, upon consultation with Legal Counsel, to execute and deliver ancillary documents necessary to implement the amendment and to release the Participation Agreement and Declaration of Covenants, Conditions and Restrictions to facilitate sale of the property.
- 3 – Direct the Executive Director of the Housing Authority of the County of San Bernardino to transmit and record all documents as necessary with the San Bernardino County Recorder within 30 days of execution.
(Pages 38-68)

CONSENT CALENDAR

APPROVAL OF CONSENT ITEMS: # 14 - 16

- 14) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on September 14, 2021.
(Pages 69-78)
- 15) Approve and file Agency-wide Financial Statements through June 2021.
(Pages 79-81)
- 16) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of July 2021.
(Pages 82-87)

- 17) Individual Board member Comments
- 18) 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**

October 12, 2021

FROM

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

SUBJECT

Executive Director's Report for October 12, 2021

RECOMMENDATION(S)

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

GOALS & OBJECTIVES

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

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

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

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on September 28, 2021.

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

October 12, 2021

FROM

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

SUBJECT

Board Building Presentation for October 12, 2021

RECOMMENDATION(S)

Receive the board building presentation for October 12, 2021, an overview on the Housing Authority of the County of San Bernardino programs.
(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 overview on the Housing Authority of the County of San Bernardino programs.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on September 28, 2021.

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

October 12, 2021

FROM

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

SUBJECT

Emergency Housing Vouchers Update

RECOMMENDATION(S)

Receive update from staff on Emergency Housing Vouchers implementation.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

**HACSB has secured the resources needed for accomplishing its mission.
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 is no financial impact associated with this monthly update.

BACKGROUND INFORMATION

On September 14, 2021 (Item No. 8) the Board of Commissioners (Board) awarded a contract to Brilliant Corners for housing navigation services for HACSB's Emergency Housing Voucher (EHV) program in the amount of \$4,323,517. The contract is funded by supportive services fees received by HACSB from Emergency Solutions Grant funds awarded by the County of San Bernardino. In conjunction with the approval of the contract, the Board requested monthly updates on the performance of the housing navigation process. This item is the inaugural report as requested by the Board and as such this report will focus on a narrative on the status of implementation and an overview of how the EHV voucher holders will get to the housing navigation process.

The EHV program is set to launch on October 4, 2021, of which will be the first day HACSB will start accepting referrals. In the leadup to the start date, HACSB staff have provided virtual training sessions for referring program partners, setup a web page to provide resources for partners, including checklists for getting households ready for a referral. HACSB has also executed Memorandum of Understanding agreements with the Victims Service Providers and the Interagency Council on Homelessness (acting as the representative body for the Continuum of Care) as both will be providing referrals to the EHV program.

Furthermore, a kickoff meeting was held with program partners on September 23rd to coordinate the start of the housing navigation process, with Brilliant Corners as the lead partner. The following table shows the partners involved in the EHV program and a brief description of their role:

Partner	Task	Description
HACSB	Administrator	Awardee of EHV vouchers and responsible for program setup, launch and utilization.
Continuum of Care (CoC) Member	Provider	Refer eligible families document ready to the coordinated entry system
Victims Service Provider (VSP)	Provider	Refer eligible families document ready to the coordinated entry system
Inland So Cal United Way	CES Administrator	Receive referrals from providers and prioritize referrals per approved hierarchy
County of San Bernardino	Funder	Provide Emergency Solutions Grant funding for supportive services
Brilliant Corners	Service Provider	Provide housing navigation and other supportive services to EHV voucher holders

Finally, the utilization of EHV's is a two-pronged process and the attached exhibit illustrates the flow of the process from both sets of providers. In subsequent months, HACSB will include data points in its update to the Board such as referrals received, vouchers issued, average search time for households, families placed and attrition.

PROCUREMENT

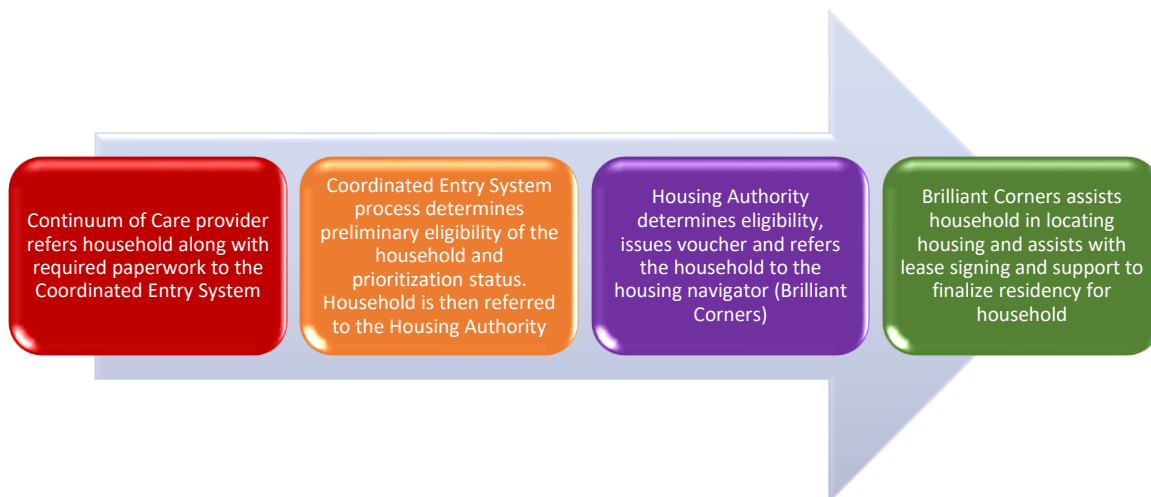
Not applicable.

REVIEW BY OTHERS

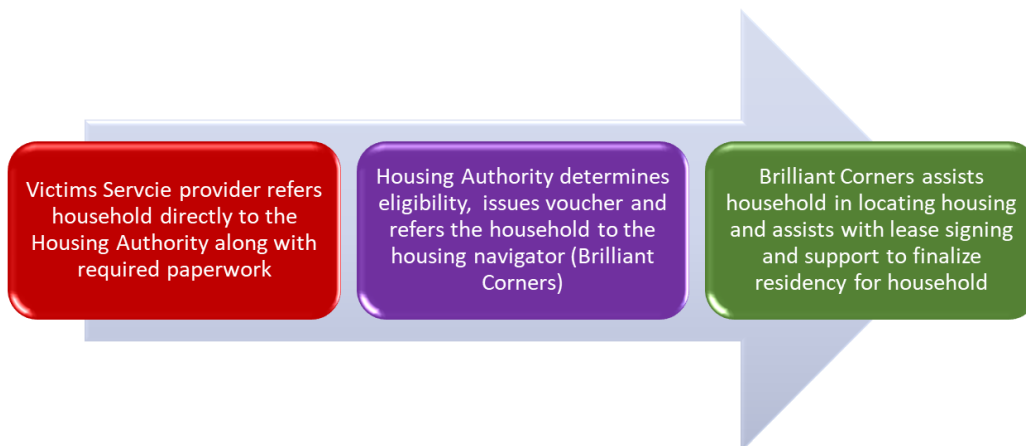
This item has been reviewed by General Legal Counsel, Fred Galante, on September 29, 2021.

EMERGENCY HOUSING VOUCHER UTILIZATION PROCESS

Process for Continuum of Care Providers



Process for Victims Service Providers



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

October 12, 2021

FROM

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

SUBJECT

Resolution Authorizing the Executive Director and Designees to Waive Internal Policies and Modifying Operations Due to the COVID-19 Global Pandemic

RECOMMENDATION(S)

1. Adopt Resolution No. 122 extending authorization of the Executive Director and designees to waive internal policies and modify operations as necessary in response to the COVID-19 global pandemic through June 30, 2022.
2. Direct the Executive Director to create and deliver to the Board of Commissioners a summary report of all instances where this waiver is utilized, including specifying policies waived, the reason for the waiver and the estimated financial impact. The report shall be included in each Board of Commissioners regular meeting agenda for the duration of the State of California emergency declaration.

(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

It is unknown at this time what the financial impact will be of any additional emergency measures taken by the Housing Authority of the County of San Bernardino (HACSB) as a result of the COVID-19 global pandemic. There certainly will be a financial impact and the intent of this action is to minimize such by allowing the Executive Director and designees to rapidly respond to emergency needs as they occur. This will assist in avoiding potential additional cost and liability, but more importantly to ensure the continued health and safety of our staff and our customers that might accumulate while awaiting Board of Commissioners (Board) approval.

BACKGROUND INFORMATION

On April 14, 2020 (Item No. 8) the Board adopted Resolution No. 84 authorizing through December 31, 2020, the Executive Director and designees to waive internal policies and modify operations as necessary in response to the COVID-19 global pandemic, as proclaimed in a State of Emergency by the Governor of the State of California.

On December 8, 2020 (Item No. 9) the Board adopted Resolution No. 103 extending the authorization of the Executive Director and designees to waive internal policies and modify operations as necessary in response to the COVID-19 global pandemic through December 31, 2021.

As a result of the ongoing COVID-19 global pandemic, this resolution will allow the Executive Director and her designees to continue to waive any internal policies and modify operations that

Resolution Authorizing the Executive Director and Designees to Waive Internal Policies and Modifying Operations Due to the COVID-19 Global Pandemic
October 12, 2021

are deemed to be detrimental to the emergency operations of HACSB during the COVID-19 global pandemic until June 30, 2022, unless extended or rescinded by the Board.

As of this writing it is unknown precisely which additional policies and procedures may be waived, but a partial list may include:

- Certain Personnel policies such as those related to the Families First Coronavirus Response Act and also related to any governmental directives.
- Certain program policies and procedures such as those within the Housing Choice Voucher Administrative Plan, to minimize the financial impact to families within our program(s) whose employment income may be reduced as a result of the pandemic, such as certain waivers provided by the U.S. Department of Housing and Urban Development (HUD) which currently expire on December 31, 2021, and may be extended with limited notice, as has occurred during this past year.
- Certain Procurement policies and procedures to minimize impact to the ongoing operation, such as extending existing contracts beyond the maximum term or procuring goods or services from a sole source when competitive responses to solicitations have been substantially reduced due to the pandemic.

The COVID-19 global pandemic continues to pose a serious threat to the health, lives, and well-being of people everywhere, including people in San Bernardino County. As of September 27, 2021, San Bernardino County has had 342,199 confirmed cases including 5,099 deaths. This pandemic continues to disrupt HACSB operations as HACSB tries to respond in a way that serves several important interests including: protecting the health and welfare of its staff and residents; preserving HACSB's ability to house and serve its clients; and complying with directives of governmental authorities.

Information about the crisis, actions and directives of the governmental authorities continue to change with limited notice. The Executive Director continues to require discretion to make decisions as quickly as possible in order to implement any emergency measures and/or contingency plans deemed necessary to preserve the health, safety and welfare of staff, families and communities that we serve.

The Executive Director and staff will continue to work with the United States Department of Housing and Urban Development, both at the local field office and Headquarters, on programmatic statutory and regulatory waivers.

The Executive Director will continue to bring these items to the Board of Commissioners at the next scheduled board meeting.

PROCUREMENT

Not Applicable

REVIEW BY OTHERS

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

HOUSING AUTHORITY RESOLUTION NO. 2021-122

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO CONTINUING TO AUTHORIZE THE EXECUTIVE DIRECTOR AND DESIGNEES TO WAIVE INTERNAL POLICIES AS NECESSARY IN RESPONSE TO THE COVID-19 GLOBAL PANDEMIC

RECITALS

WHEREAS, on March 4, 2020, the Governor of the State of California proclaimed a State of Emergency in response to the COVID-19 global pandemic; and

WHEREAS, on March 10, 2020, the Board of Supervisors of the County of San Bernardino declared the existence of a local emergency in response to the COVID-19 global pandemic; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency in response to the COVID-19 global pandemic; and

WHEREAS, on March 19, 2020, the Governor of the State of California issued a stay at home order to protect the health and well-being of all Californians and to establish consistency across the state in order to slow the spread of COVID-19; and

WHEREAS, on March 22, 2020, the President of the United States declared a Major Disaster in California in response to the COVID-19 global pandemic; and

WHEREAS, on April 14, 2020 (Item No. 8), the Board of Commissioners adopted Resolution No. 84 authorizing, through December 31, 2020, the Executive Director and designees to waive internal policies and modify operations as necessary in response to the COVID-19 global pandemic;

WHEREAS, on December 3, 2020, the Governor of the State of California issued a revised and extended stay at home order to further protect the health and well-being of all Californians and to slow the spread of COVID-19 across the state; and

WHEREAS, on December 8, 2020 (Item No. 9), the Board of Commissioners adopted Resolution No. 84 authorizing, through December 31, 2021, the Executive Director and designees to waive internal policies and modify operations as necessary in response to the COVID-19 global pandemic;

WHEREAS, due to the continuing COVID-19 global pandemic the Executive Director and designees continue to require the ability to modify internal policies and operations;

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) is a public agency performing essential governmental functions and therefore exempt from the State of California stay at home order and must remain in operation; and

WHEREAS, HACSB has adopted numerous policies affecting a wide range of agency operations; and

WHEREAS, in many instances standard policies do not allow for the swift action required in emergency situations; and

WHEREAS, the safety of HACSB employees and residents is of the utmost importance.

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 (Board) 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 authorizes the Executive Director and designees to waive any HACSB's policy and modify HACSB's operations, which are deemed to be detrimental to the emergency operations of the HACSB specific to the COVID-19 global pandemic, through June 30, 2022.

Section 3. The Executive Director is directed to document all instances where this waiver or modification is utilized in a report to be presented to the Board at each regular Board meeting for the duration of the State of California emergency declaration.

Section 4. This Resolution shall remain in effect until June 30, 2022, unless extended or rescinded by the Board.

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)
)
COUNTY OF SAN BERNARDINO) ss.

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

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

October 12, 2021

FROM

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

SUBJECT

Employee Handbook Policy Revisions

RECOMMENDATION(S)

Adopt Resolution No. 124 approving revisions to the Housing Authority of the County of San Bernardino's Employee Personnel Handbook.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

**HACSB has secured the resources needed for accomplishing its mission.
HACSB communication is open, honest and consistent.**

FINANCIAL IMPACT

Approval of the proposed revisions to the Employee Personnel Handbook may have some financial impact to the Housing Authority of the County of San Bernardino's (HACSB) approved annual budget. The amount of the financial impact may vary based on use of such policy by employees.

BACKGROUND INFORMATION

Per the Centers for Disease Control and Prevention (CDC), San Bernardino County is deemed to be an area of High Transmission for the COVID-19 virus. Given the continued spread of the virus, HACSB continues to strategize on ways to maintain a healthy workplace for our employees and customers. After reviewing policies and procedures of other Housing Authorities and public entities in and outside of California to maintain a safe environment, as well as the recommendations from the Centers for Disease Control and Prevention, HACSB has determined that requiring a weekly COVID-19 test from all unvaccinated employees would assist us in helping to maintain a workplace that is as safe as possible from the COVID-19 virus.

After review by HACSB's legal counsel, approval by Teamsters 1932, and under the Executive Director's emergency authorization, this policy was effective and implemented on September 20, 2021. HACSB is requesting retroactive approval of policy 4004.1, COVID-19 Health and Safety.

The policy requires all current employees who are not fully vaccinated to complete a weekly COVID-19 test. As part of the policy, staff are allowed to use agency time of up to one hour to complete their weekly test of which mileage will be reimbursed to and from the testing site if requested. Staff were given a listing of local testing sites in proximity to their assigned office and provided a link to the San Bernardino County main COVID-19 website for scheduling appointments.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on September 28, 2021.

HOUSING AUTHORITY RESOLUTION NO. 2021-124

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE HOUSING AUTHORITY OF
THE COUNTY OF SAN BERNARDINO EMPLOYEE POLICY HANDBOOK**

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) Employee Policy Handbook sets forth the terms and conditions of employment for all full-time and part-time employees; and

WHEREAS, the Employee Policy Handbook contains the employment policies and practices of HACSB in effect at the time of publication, and it supersedes all previous policies, rules, procedures and past practices of HACSB, both oral and written; and

WHEREAS, HACSB desires to amend its policies and procedures as they relate to recent emergency personnel operations due to the COVID-19 pandemic, and updates to applicable law through legal review.

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 addition to the HACSB Employee Policy Handbook, supplemental policy section 4004.1, COVID-19 Health and Safety, of which is attached hereto as Exhibit "A".

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: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

STATE OF CALIFORNIA)
)
COUNTY OF SAN BERNARDINO) ss.

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

By _____
Deputy

4004.1 COVID-19 Health and Safety

As COVID-19 continues to rapidly spread and the County of San Bernardino is in the level of High Transmission, the Agency desires to maintain a healthy workplace for all. In accordance with the Agency's duty to provide and maintain a workplace that is safe from known hazards, the Agency will be requiring all staff who are not fully vaccinated to complete a weekly COVID-19 test. The weekly COVID-19 testing requirement for all unvaccinated staff will begin the week of September 20, 2021, until further notice.

Weekly COVID-19 Testing Requirement

All current active staff with the Agency who are not fully vaccinated will be required to complete a COVID-19 test weekly. Fully vaccinated staff are staff that have completed two (2) doses of a two-dose vaccine (such as Moderna or Pfizer) or one (1) dose of a single dose vaccine (such as Johnson & Johnson/Janssen) and 14 days have passed since the final dose. Staff who are fully vaccinated but have not uploaded a copy of the completed vaccination status to the HR Paycom system will be considered as unvaccinated for purposes of this testing requirement.

Staff who are on an approved leave of absence and are not on agency property will not be required to test weekly until they return to work at an agency property.

Weekly COVID-19 Testing Procedures

Employees who are not fully vaccinated will be required to test on a group A or B schedule. Employees in Group A will be required to test every Monday or first working day of the work week. Employees in Group B will be required to test every Tuesday or second working day of the work week. Each employee will be given a set timeframe on their scheduled day to schedule their appointment in order to maintain business operations.

Employees will be allowed to test during working hours and will be required to schedule testing between a set timeframe during the hours of 8:00 a.m. – 2:00 p.m. Employees must schedule a test at the nearest testing site available to their worksite location, no more than 15 miles from the office. Employees will be asked to schedule their testing time at the end of each work week for the following week. Scheduling outside of these hours or work location parameters will require approval through Human Resources. Home or store bought tests will not be accepted.

Employees will be reimbursed for testing costs, if any, and mileage to and from the testing site as applicable. Employees will be eligible to submit mileage to and from their testing site on a monthly basis. Employees will be responsible for submitting their mileage to their supervisor on a monthly basis for reimbursement through normal accounts payable procedures.

Upon leaving the worksite for testing, hourly employees will be required to clock out and back in when they return to the worksite. The time out to test will be adjusted on the employees timecard to be paid as regular hours worked. Employees will be required to return to work immediately as they will be on paid agency time. Employees will be granted up to one (1) hour of paid agency time to complete the required weekly testing. If the testing takes more than the one (1) hour of allotted time, the employee should notify HR in writing via email as to the reason for additional time, and HR can approve the additional time beyond the maximum one hour.

Upon receipt of the COVID-19 testing results, employees will be required to immediately send a copy of the results showing the employees name, date test was taken, date results were provided, and the result to Human Resources at HR@hacsb.com. This email is monitored by authorized Human Resources staff only and will be collected and tracked for each required employee on a weekly basis.

Employees who have symptoms will be required to notify their supervisor and/or Human Resources immediately and remain away from the worksite as part of current protocols in place.

The Housing Authority reserves to right to repeal or adjust this requirement at any time due to policy change, or other mandate or law issued by any federal, state or local agency.

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

October 12, 2021

FROM

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

SUBJECT

COVID-19 Vaccination Incentive for Employees Utilizing CARES Act Funds

RECOMMENDATION(S)

1. Authorize an expenditure of the Housing Authority of the County of San Bernardino's Coronavirus Aid, Relief, and Economic Security Act funds for a staff COVID-19 vaccination incentive in an amount not to exceed \$62,400 through November 19, 2021.
2. Authorize COVID-19 Vaccination Incentive for Employees utilizing Coronavirus Aid, Relief, and Economic Security Act funds, retroactive to September 20, 2021.

(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.

HACSB communication is open, honest and consistent.

FINANCIAL IMPACT

Approval of the proposed vaccination incentive for staff is not expected to exceed \$62,400 and will be funded by the Housing Authority of the County of San Bernardino's (HACSB) Coronavirus Aid, Relief, and Economic Security (CARES) Act funds through November 19, 2021.

BACKGROUND INFORMATION

Per the Centers for Disease Control and Prevention (CDC), San Bernardino County is deemed to be an area of High Transmission for the COVID-19 virus. Given the continued spread of the virus, HACSB continues to strategize on ways to maintain a healthy workplace for our employees and customers. After reviewing policies and procedures of other Housing Authorities and public entities in and outside of California to maintain a safe environment, as well as recommendations from the Centers for Disease Control and Prevention on vaccinations, HACSB has determined that offering a voluntary vaccination incentive was a prudent step in helping us to maintain a safe and healthy work environment.

The vaccination incentive provides for a \$300 incentive for all staff who are considered fully vaccinated and have uploaded a copy of their completed vaccination card to Paycom, HACSB's Human Resources online system. An additional \$200 will be provided to staff who are considered front-line employees. Front-line employees, which consists of about 68% of our workforce, are those who interact with external customers on a regular and frequent basis as an essential function of their job. Contracting COVID-19 in the workplace is a real concern and could result in claims for workers compensation.

The timeline for this incentive is September 20, 2021 – November 19, 2021. Vaccination cards will be accepted after that date, however, the incentive will no longer be in place.

COVID-19 Vaccination Incentive for Employees Utilizing CARE Act Funds
October 12, 2021

As of the date this incentive was announced to employees on September 20, 2021, HACSB's Human Resources team showed that 29% of our workforce were fully vaccinated. After implementation of this incentive and by the time of this meeting in October 2021, HACSB shows that 59% of the workforce is fully vaccinated.

The decision, at this time, is to not require COVID-19 vaccinations, but to take this step to see if the vaccination incentive will increase the number of vaccinated staff, thus potentially decreasing the spread of the virus in our offices. The incentive is coupled with the new policy on bi-weekly COVID-19 testing presented for approval today as well.

After review and approval by legal and Teamsters 1932 and under the Executive Director's emergency authorization, the Housing Authority implemented the vaccination incentive for staff effective September 20, 2021.

Staff request retroactive approval of the vaccination incentive as proposed.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on October 1, 2021.

COVID-19 Voluntary Vaccination Incentive

Purpose

The Housing Authority is implementing a voluntary vaccination incentive effective September 20, 2021. As COVID-19 continues to rapidly spread and the County of San Bernardino is in the level of High Transmission, the Housing Authority of the County of San Bernardino desires to incentivize staff to be fully vaccinated. In accordance with the Agency's duty to provide and maintain a workplace that is free of known hazards, we strongly encourage employees to receive this vaccination to minimize the risk of infectious disease in our workplace. The safety of each staff member within the workplace setting is very important.

Eligibility

All current staff who are not on an approved leave of absence with the Housing Authority who are fully vaccinated by November 19, 2021 are eligible for the vaccination incentive. Fully vaccinated staff are staff that have completed two (2) doses of a two-dose vaccine (such as Moderna or Pfizer) or one (1) dose of a single dose vaccine (such as Johnson & Johnson/Janssen).

Process

Employees may schedule the vaccination wherever they choose. If scheduled during working hours, employees will be eligible for use of the California Supplemental Paid Sick Leave through September 30, 2021. For those employees who have exhausted all Supplemental Paid Sick Leave available and vaccination appointments are beyond September 30, 2021, and the vaccination appointment(s) are during working hours, they may use sick time first, then vacation. If all accrual time available has been exhausted, the Housing Authority will authorize up to 2 hours of regular pay for each vaccination appointment up to 4 hours in total.

Employees who have been fully vaccinated and have uploaded their completed vaccination card to the Paycom system will receive a \$300 incentive on the paycheck following receipt of the completed vaccination card. Front-line employees who interact with external customers on a regular and frequent basis as an essential function of their job will be eligible for an additional \$200 incentive. A 'front-line employee' includes employees who are in the job classification of: Administrative Services Specialist, Affordable Housing Specialist, Community Manager, Compliance Coordinator, Homeownership Specialist, Housing Services Specialist, Lead Administrative Services Specialist, Lead Housing Services Specialist, Leasing Consultant, Maintenance Supervisor, Maintenance Technician, Portability Specialist, Porter, Property Manager, Rehab Project Coordinator, Resident Manager, Resident Services Coordinator or Self-Sufficiency Specialist.

All vaccination cards must be uploaded to the system by November 19, 2021, to be eligible for the incentive. Vaccination cards uploaded after that date will not be eligible for the incentive. All incentives will be subject to normal taxes and deductions.

****The Housing Authority reserves to right to repeal or adjust this incentive at any time during the period of September 20, 2021 – November 19, 2021, due to lack of funding or other mandate or law issued by any federal, state or local agency. ****

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

October 12, 2021

FROM

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

SUBJECT

AB361 Brown Act Remote Meetings During a State of Emergency

RECOMMENDATION(S)

Adopt Resolution No. 125 authorizing the use of remote teleconference meeting procedures by the Board of Commissioners, as authorized by Government Code Section 54953(e) *et seq.*, for the initial period of October 12, 2021 through November 11, 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 is no financial impact associated with this item.

BACKGROUND INFORMATION

On March 4, 2020, amid rising concern surrounding the spread of COVID-19 throughout communities in the state, California Governor Gavin Newsom issued a series of Executive Orders aimed at containing the novel coronavirus including modification of certain requirements created by the Ralph M. Brown Act (Brown Act), the state's local agency public meetings law. The orders waived several requirements, including requirements in the Brown Act requiring the physical presence of members of the legislative body, the clerk or other personnel of the body, or of the public as a condition of participation in or for the purpose of establishing a quorum for a public meeting, of which allowed teleconferencing of the meeting coupled with proper noticing to the public.

On March 10, 2020, the Board of Supervisors of the County of San Bernardino declared the existence of a local emergency in response to the COVID-19 global pandemic of which Government Code section 54953(e) *et seq.* further requires state or local officials have imposed or recommended measures to promote social distancing; or the legislative body of HACSB finds that meeting in person would present imminent risk to the health and safety of attendees.

At this time, due to a variety of factors related to the circumstances of the State of Emergency, including the County of San Bernardino's community transmission metric of "high" per the Centers for Disease Control and Prevention (CDC), the highly contagious Delta variant, the anticipated number of attendees, the likely inability to socially distance, and due to the unique characteristics of the size and capacity of its meeting location, it is recommended that the HACSB Board of Commissioners meetings be conducted by the remote teleconference meeting requirements as authorized by Government Code section 54953(e), as meeting in person would present an imminent risk to the health or safety of meeting attendees due to the aforementioned reasons.

Approval of this item finds that, as a consequence of the State of Emergency, the HACSB Board of Commissioners (Board) meetings shall be conducted by the remote teleconference meeting requirements as authorized by Government Code section 54953(e) et seq. and will allow for observation and participation by the Board Members and the public via Zoom teleconferencing and phone access.

In order to be prepared for the transition to full in person meetings in the future, we will continue work on making changes to both meeting rooms to transmit the board meetings to the training room in HACSB's administrative office, which would accommodate any overflow from the board room in order to maintain social distancing within both spaces.

If approved, this authorization will remain valid for 30 days and per Government Code section 54953(e) and will need to be revisited every 30 days thereafter.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on October 5, 2021.

HOUSING AUTHORITY RESOLUTION NO. 2021-125

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO ACKNOWLEDGING THE GOVERNOR'S STATE OF EMERGENCY DECLARATION AND AUTHORIZING THE USE OF REMOTE TELECONFERENCE MEETING PROCEDURES BY THE BOARD OF COMMISSIONERS, AS AUTHORIZED BY GOVERNMENT CODE SECTION 54953(E) *ET SEQ.*, FOR THE INITIAL PERIOD OF OCTOBER 12, 2021 THROUGH NOVEMBER 11, 2021

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (Authority) is committed to preserving and nurturing public access, transparency, observation and participation in meetings of the Board of Commissioners (Board); and

WHEREAS, all meetings of the Board are open and public, as required by the Ralph M. Brown Act, codified in Government Code sections 54950 *et seq.*, so that any member of the public may attend, participate, and observe the Board and conduct its business; and

WHEREAS, the Brown Act, as amended by Assembly Bill 361 (2021), codified in Government Code sections 54953(e) *et seq.*, allows for remote teleconferencing observation and participation in meetings by members of a legislative body and members of the public, without compliance with the requirements of Government Code section 54953(b)(3) regarding teleconferencing, subject to the existence of certain conditions; and

WHEREAS, the initial required condition is that a state of emergency is a declaration of a state of emergency by the Governor pursuant to the California Emergency Services Act at Government Code section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state and within the boundaries of the Authority, caused by conditions as described in Government Code section 8558; and

WHEREAS, on March 4, 2020, pursuant to Government Code Section 8625, Governor Newsom declared the existence of a state of emergency for the State of California, in response to the outbreak of respiratory illness due to a novel coronavirus (a disease now known as COVID-19); and

WHEREAS, on March 10, 2020, the Board of Supervisors of the County of San Bernardino declared the existence of a local emergency in response to the COVID-19 global pandemic; and

WHEREAS, Government Code section 54953(e) *et seq.* further requires that state or local officials have imposed or recommended measures to promote social distancing; or, the legislative body of the Authority finds that meeting in person would present imminent risk to the health and safety of attendees; and

WHEREAS, California Department of Public Health (CDPH) and the federal Centers for Disease Control and Prevention (CDC) caution that the Delta variant of COVID-19, currently the dominant strain of COVID-19 in the country, is more transmissible than prior variants of the virus, may cause more severe illness, and that even fully vaccinated individuals can spread the virus to

others resulting in rapid increases of COVID-19 cases and hospitalizations (<https://www.cdc.gov/coronavirus/2019Tncov/variants/deltaTvariant.html>); and

WHEREAS, San Bernardino County currently has a Community Transmission metric of “high”; and

WHEREAS, the Board hereby acknowledges that such emergency conditions now exist in the Authority, such that meeting in person for the meetings of the Board would present imminent risk to the health and safety of attendees as a result of the increased risk of the spread of the COVID-19 virus among those in attendance; and

WHEREAS, the Board hereby finds that due to the ongoing State of Emergency and the public health threat posed by COVID-19, the Board seeks to make findings, as required by Assembly Bill 361, that as a result of the COVID-19 State of Emergency, the highly contagious Delta variant, the anticipated number of attendees, the likely inability to socially distance, and due to the unique characteristics of the size and capacity of its meeting location, meeting in person would present an imminent risk to the health or safety of meeting attendees; and

WHEREAS, the circumstances of the State of Emergency continue to directly impact the ability of the members of the legislative body and members of the public to meet safely in person at the meeting facilities of the Authority; and

WHEREAS, the Board hereby finds that, as a consequence of the State of Emergency, the Board shall conduct its meetings without compliance with Government Code section 54953(b)(3), and shall instead comply with the remote teleconference meeting requirements as authorized by Government Code section 54953(e) *et seq.*; and

WHEREAS, the Board affirms that it will allow for observation and participation by Board Members and the public via Zoom teleconferencing and phone access in an effort to protect the constitutional and statutory rights of all attendees.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO FINDS, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. The Board hereby recognizes and acknowledges the existence and conditions of the State of Emergency as proclaimed by the Governor.

Section 3. Before the State of Emergency, the Authority met at a facility at which approximately 20 people would regularly attend, and periodically filling the meeting room to capacity and thereby limiting the ability of attendees to socially distance.

Section 4. As a result of the March 4, 2020, State of Emergency, and the highly contagious Delta variant, meeting in person at the meeting facilities of the Authority would present an imminent risk to the health or safety of attendees due to the unique characteristics of the size and

capacity of its meeting location, the anticipated number of attendees, and the likely inability to socially distance.

Section 5. The Executive Director is hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act, for all Board meetings.

Section 6. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 11, 2021, or such time the Board adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board may continue to teleconference without compliance with Government Code section 54953(b)(3), but otherwise as permitted by Government Code section 54953(e) *et seq.*

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)
)
COUNTY OF SAN BERNARDINO) ss.

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, October 12, 2021.

Secretary

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

October 12, 2021

FROM

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

SUBJECT

Contract Amendment with Aleshire & Wynder LLP for General Legal Counsel Services

RECOMMENDATION(S)

1. Approve Amendment No. 1 to contract No. PC1180, effective October 12, 2021, with Aleshire & Wynder LLP for General Legal Counsel Services increasing the current contract by \$271,000 for a total amount not to exceed \$401,000 through December 8, 2022, with the option to extend up to three single-year options through December 8, 2025.
 2. Authorize and direct the Executive Director to execute and deliver the contract amendment to Aleshire & Wynder LLP 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 is adequately staffed with well trained and fully developed employees.

HACSB communication is open, honest and consistent.

HACSB employees have a high level of morale.

FINANCIAL IMPACT

Approval of this amendment will increase the current contract amount by \$271,000 for a total contract amount not to exceed \$401,000, which is included within the Housing Authority of the County of San Bernardino's (HACSB) approved administrative and operations budget and will be included for the subsequent fiscal year included in this contract.

BACKGROUND INFORMATION

As a public entity, HACSB requires general legal counsel services that specialize in public agencies and municipalities. The required level of legal expertise includes, but is not limited to, the following areas: public housing authority law; Ralph M. Brown Act; Public Records Act; Political Reform Act; conflicts of interest laws; general public entity and municipal law; California Government Code; public employment labor laws, policies and litigation; preparation, review and adoption of legal opinions, contracts, memoranda of understanding, resolutions and policies; legislative and administrative (regulatory) law, both California and federal, including proposed and enacted legislation; emergency legal services as needed; and attendance at the Board of Commissioners meetings.

The original contract amount was to cover general legal services, and did not include an amount for specialized legal services; however, the scope of work in the Request for Proposals did include various specialty services, as detailed below:

- Housing programs

- Development/Modernization program
- Contracting and Procurement Legal Services
- Legal representative of HACSB
- General Legal Services for personnel and Labor Relations

Over the years, HACSB has retained other legal firms for a variety of specialized services; however, as the initial year progressed, it became apparent that utilizing Aleshire & Wynder LLP's expertise in specialized areas was more cost effective and efficient than relying on other specialized firm(s) given their overall comprehensive knowledge of our agency. As such, the use of specialized legal services by Aleshire & Wynder LLP grew from general legal services to include the specialty legal services listed above.

The original contract amount at \$130,000 was for general legal services at \$65,000 per year, estimated based on prior year costs.

The additional \$271,000 is broken down by specialty service category as follows:

- General Legal Services: \$6,000 (additional \$3,000 per year)
- Development/Real Estate Legal Services: \$50,000
- Personnel and Labor Relations: \$175,000
- Housing Programs: \$40,000

If approved, Aleshire & Wynder LLP will provide HACSB the above legal expertise along with legal counsel services in the area of legal advisor to the Board of Commissioners, Executive Director and/or delegated HACSB staff.

PROCUREMENT

The Procurement and Contracts Department previously completed a "Request for Proposal" (RFP) for General Legal Counsel Services (RFP PC1180) on July 8, 2020 which resulted in the receipt of six proposals. Outreach efforts included email invitations via PlanetBids, our eBidding website to five vendors and posting on the agency's website. The proposals were evaluated per the requirements of the RFP along with interviews with the top three highest scoring firms. Aleshire and Wynder LLP was deemed the most responsive, reasonably priced, and determined qualified to provide legal services to HACSB.

On December 8, 2020, the Board of Commissioners approved and authorized the Executive Director to execute a contract in the amount of \$130,000 for a two-year base period through December 8, 2022, with three single-year options to extend the contract until no later than December 8, 2025.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on September 28, 2021.



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

**AMENDMENT #1 TO CONTRACT FOR GENERAL LEGAL SERVICES
(PC1180)**

BETWEEN

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

And

ALESHIRE & WYNDER, LLP

This Amendment No. 1 ("First Amendment"), dated October 12, 2021 ("Effective Date"), to Agreement for General Legal Services (PC1180), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and Aleshire & Wynder LLP, a California Limited Liability Partnership ("Attorneys").

RECITALS

WHEREAS, the Authority and Attorneys entered into that certain Legal Services Agreement for General Counsel, dated December 9, 2020 relating to General Legal Services ("Agreement") with a total price of \$130,000.00;

WHEREAS, the Authority and Attorneys now wish to enter into this Amendment No. 1 to the Agreement to increase the contract by \$271,000 for a total price of \$401,000 through December 8, 2022.

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 7 of the Agreement, entitled "Price" is hereby amended to increase the compensation payable to Attorneys for the provision of the Work the total not-to-exceed sum as shown in the Total Agreement Cost set forth on Exhibit "A-1. Except as so amended, the other provisions of Article 4 shall remain unmodified and in full force and effect.

Section 3. Continuing Effect of Agreement. Except as amended by this First Amendment, 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 the Amendment this First Amendment to the Agreement.

Section 4. 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 First Amendment provided herein. Each party represents and warrants to the other that the Agreement, as amended by this First Amendment, 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 Attorneys 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 5. 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 6. 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 Aleshire & Wynder LLP

ALESHIRE & WYNDER LLP

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

By:_____

By:_____

Name:_____

Name: Maria Razo

Title:_____

Title: Executive Director

Date:_____

Date:_____

Exhibit A-1

Schedule Dates:

Effective Date: October 12, 2021

Completion Date: December 8, 2022

Total Agreement Cost: Not to exceed \$401,000.00

Original Agreement Amount Not to Exceed	\$130,000
Net Change Orders Previously Approved	\$0.00
Net Change Order Previously Approved – Amendment #1	\$271,000
Agreement Value as Amended Not to Exceed	\$401,000

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

October 12, 2021

FROM

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

SUBJECT

Promissory Note with Knowledge and Education for Your Success

RECOMMENDATION(S)

1. Approve the third amendment to the promissory note between the Housing Authority of the County of San Bernardino and Knowledge and Education for Your Success to extend the term three months beginning retroactively from October 1, 2021 through December 31, 2021.
 2. Authorize and direct the Executive Director to execute and deliver the amended promissory note to Knowledge and Education for Your Success, 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, programs, and properties are embraced by all communities.

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

FINANCIAL IMPACT

The proposed amendment has no budgetary impact on the Housing Authority of the County of San Bernardino's (HACSB) annual budget.

BACKGROUND INFORMATION

In October 2013, HACSB entered into a loan agreement (promissory note) with non-profit affiliate Knowledge and Education for Your Success (KEYS) in the amount of \$250,000. At the time, the purpose of this funding was for KEYS to assist HACSB in the case management of individuals participating in the Maplewood Homes Pilot "Work" Requirement and Term-Limited Lease Assistance Program. KEYS operated the Family Resource Centers at both Maplewood Homes and Waterman Gardens affordable housing properties, as well as had a Master and Doctoral Student Internship Program with students who helped work with HACSB families. In January 2015, the first amendment to the promissory note was executed increasing the loan amount by \$20,000, for a total loan amount of \$270,000.

On December 11, 2018, (Item No. 8) HACSB's Housing Commission approved the second amendment to the promissory note with KEYS. The second amendment extended the term of the promissory note an additional three years through September 30, 2021. It also allowed KEYS additional time to pursue unrestricted funding with the goal of become a self-sustaining organization and not rely solely on grant-based funding.

The proposed third amendment extends the term of the promissory note retroactively beginning October 1, 2021 for an additional three months to allow the KEYS Board of Directors the time to gather information pursuant to Section 4- Conditional Forgiveness, of which the request will be presented to the Board of Commissioners no later than the December board meeting.

Promissory Note with Knowledge and Education for Your Success
October 12, 2021

Attached is a letter from the KEYS Board Chair along with an attachment showing what efforts KEYS has undergone to obtain additional funding.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on September 28, 2021.

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

AMENDMENT #3 TO PROMISSORY NOTE

BETWEEN

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

And

KNOWLEDGE & EDUCATION FOR YOUR SUCCESS (KEYS)

The effective date of this amendment is October 1, 2021 and will remain in effect until December 31, 2021 unless otherwise terminated by either party, according to the PROMISSORY NOTE INCLUDING AGREEMENT REGARDING USE OF LOAN FUNDS included within the original contract documents dated October 1, 2013. ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND AMENDMENTS REMAIN IN FULL FORCE AND EFFECT.

The following change(s) are ordered:

Item No. 1:

Section 3. Term of Loan

Extend agreement retroactively beginning October 1, 2021 for a three (3) month term through December 31, 2021.

This amendment, consisting of one (1) page, is executed by the persons signing below who warrant they have the authority to execute the amendment under the original contract.

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Knowledge & Education for Your Success have signed the amendment.

**KNOWLEDGE & EDUCATION FOR
YOUR SUCCESS**

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

Signature

Signature

Title

Maria Razo
Executive Director

Date

Date

Mr. Tim Johnson
Chairman
Board Of Commissioners
Housing Authority of The
County of San Bernardino
715 East Brier Drive
San Bernardino, CA 92408



September 23, 2021

Dear Mr. Johnson,

The Promissory Note Including Agreement Regarding Use of Loan Funds existing between the Housing Authority of the County of San Bernardino and Knowledge, Education for Your Success, Inc. (KEYS) that originally provided a loan amount of \$270,000.00 to KEYS in 2013 will mature on September 30, 2021.

To provide some context and background information: In 2011 the HACSB and community stakeholders worked together to launch KEYS, which successfully received its official nonprofit incorporation in 2012. As the affiliated partner to KEYS, HACSB graciously provided two years of startup capital. Unfortunately, KEYS was unable to achieve enough external funding at the end of year 2 and again the HACSB provided additional funding in the form of a \$270,000 loan. This funding was critical to the survival of KEYS at that time, as KEYS was able to build enough organizational capacity to be contemplative for external grants, but had yet to receive a grant. Thanks to the organizational capacity that this loan provided, KEYS was able to secure a Supportive Services for Veteran Families (SSFV) grant that helped launch KEYS into the largest rapid rehousing organization in the county.

In 2018 this loan came due and the HACSB Housing Commission extended the terms of the loan through September 2021. With this extension came additional terms outlined in Section 4:

Section 4: Conditional Forgiveness:

"KEYS shall develop a fund development strategy to aggressively pursue unrestricted sources of funds in order to have such funds available for situations where the grantee's program expenses exceed grant revenue. Unrestricted sources of funds include, but are not limited to: submittal of funding applications to corporate donors, private/philanthropic organizations, and other grants."

KEYS developed a funding strategy, which has benefited KEYS and the HACSB significantly. At the time of the initial loan, KEYS was not successful in attracting external funding, other than the funding provided by the HACSB for startup capital and the 2013 Loan (\$270,000). Since that time, KEYS has grown significantly and in this current fiscal year KEYS has attracted over \$13.8 million in revenue across 11 funding sources/projects.

This growth is exponential and since 2018 KEYS funding has increased by 337%. Furthermore, KEYS is on track to receive a performance-based mid-year allocation representing a more than forty percent increase in the year-over-year funding for the Housing Support Program. This level of funding has allowed KEYS to grow more self-reliant and produce efficient operational processes, which directly support KEYS' ability to cover future funding short falls if they develop. Specifically, KEYS has contracted with HR and recruitment consultants, hired a full time finance manager, and has gone through extensive auditing of policies and financial controls and operational processes over the terms of the loan.

In addition, KEYS routinely submits applications for funding from sources such as corporate donors, private/philanthropic organizations, and other grants, both public and private. KEYS strategically builds relationships with partners in the community that provide opportunities and access to additional funding. In addition the KEYS Board recruited and elected a new board member from the private sector to help support KEYS' strategic vision for attracting unrestricted funds. While KEYS has been extremely successful in attracting funding for repaid rehousing, housing navigation and similar activities, the current sources of funding have all been restricted funds allocation, which limits KEYS' ability to pay back this loan at this time.

To this end we believe that KEYS has given a good faith effort to fulfil and achieve objectives laid out in section 4.

Additional Points of Consideration:

KEYS has maintained the original bylaws set by the HACSB and community stakeholders which titles KEYS as an affiliated nonprofit of the HACSB. This includes a designated board of director position assigned to the HACSB. KEYS has also partnered with the HACSB in multiple state, federal and county funded projects. In addition, KEYS maintains contracted service agreements for finance, HR and

procurement support and oversight from the HACSB. To this end, and on behalf of the KEYS board of directors I would explicitly state our gratitude for the affiliated partnership with HACSB and look forward to maintaining this relationship going forward.

This partnership has led to significant sources of funding coming to the San Bernardino County in the service of low income and homeless residents and homeless veterans. This partnership has benefited both KEYS and HACSB. KEYS regularly benefits from the wisdom, guidance and partnership of the HACSB through collaboration in seeking and executing funded projects for the community, KEYS also benefits from expertise and oversight in the areas of policy, financial controls, and HR specialists. The HACSB has also benefited in having a trusted and qualified partner to bring services to the community. KEYS also receives services from the HACSB which is paid for through a service agreement. Most importantly, KEYS supports the HACSB by providing rapid rehousing services through its SSFV program, which serves HACSB VASH household and enables our Veteran households to be housed immediately. Annually KEYS provides over \$134,000 in funding support for VASH families under this partnership. This is funding that HACSB residents benefit from that is only possible through our partnerships.

A request for consideration from the KEYS Board of Directors:

On behalf of the KEYS Board of Directors, we humbly ask that the Board of Commissioners to consider reclassifying the \$270,000.00 principal amount of the loan as a onetime grant to KEYS. We believe we have maintained the conditions of the promissory note (e.g. Section 4) to date. We also believe that we have grown to the point where future financial support from HACSB is unlikely as KEYS is financial self-sufficient due to significant increases in external funding sources. We also believe it will be a significant challenge to secure unrestricted funds for the purpose of repaying this loan. Finally, the KEYS Board of Directors is committed to maintain our affiliation partnership with the HACSB and it is in the best interest of KEYS, and in directly the HACSB to remove this financial obligation.

We humbly ask for your consideration regarding the \$270,000 loan.

Sincerely,



Brian Distelberg, Ph.D.
Chairman, KEYS Board of Directors

The mission of KEYS is to empower low-income individuals and families in San Bernardino County and to unlock their potential for success.

Knowledge, Education for Your Success, Inc. (KEYS) · 680 S. Waterman Avenue · San Bernardino, CA 92408 · keysnonprofit.org

KEYS Efforts to Seek Unrestricted Funds

- KEYS was able to secure a small one-time grant from the Anthem Foundation (\$25,000); however, it is not 100% unrestricted funds.
- KEYS has submitted nearly 20 applications for unrestricted funds; however, grant funding has not been secured. Following is a list of the foundations/entities that the applications have been submitted to:
 - a. St. Bernardines, specifically Kathleen McDonnell, Director of Mission Integration at Dignity Health / St. Bernardine Medical Center
 - b. The California Accountable Communities for Health Initiative (CACHI)
 - c. Inland SoCal Housing Collective (ISCHC)
 - d. Children's Fund
 - e. Inland Empire Community Collaborative
 - f. Inland Empire United Way
 - g. Hope Through Housing Foundation
 - h. The Olin Group
 - i. Magnolia Place
 - j. Inland Empire Health Plan
 - k. Dr. Ruby Payne, The Aha Process
 - l. Azusa Pacific University
 - m. Director of Housing Partnerships and Support Services at San Ysidro Health
 - n. Making Hope Happen
 - o. Smartsheet
 - p. California Apartment Association
 - q. Inland Valley Hope Partners / Wytke Visser

Even though KEYS has not been able to secure unrestricted funds, it has been extremely successful in securing funding to assist homeless households with rapid rehousing as well as other initiatives to assist these vulnerable households. Following is a list of funding that has been secured:

- Project Room Key with Chance Foundation and Pathways Network
Date: September 2020 – August 2022
Award: Amount not to exceed \$1,200,000
Description: Knowledge, Education for Your Success, Inc. KEYS participates as a partner in the Pathways Network ESG funded initiative to provide limited, temporary financial assistance to individuals and families who are homeless or would be homeless
- DAAS partnership funding
Date: September 2019 – June 2021
Award: Amount not to exceed \$109,692
Description: Contract between Knowledge, Education for Your Success, Inc. and the Housing Authority of the County of San Bernardino for housing navigation services for the County of San Bernardino Department of Adult and Aging Services At Home Program
- Procedural Justice-Informed Alternatives to Contempt (PJAC) 5 year demonstration project
Date: Annual renewals since 2019

Award: Amount not to exceed \$81,900 in a given program year

Description: Knowledge, Education for Your Success, Inc. KEYS agrees to participate with Will Williamson, PJAC Project Manager for San Bernardino County Department of Child Support Services (DCSS) and his team as part of the Procedural Justice Informed Alternatives to Contempt (PJAC) Section 1115 Demonstration Project Funding from the federal Office of Child Support Enforcement (OCSE). Beginning in October 2016, the PJAC demonstration in the Inland Empire region of Southern California (San Bernardino and Riverside counties) is one of only six jurisdictions across the country.

- SSVF

Date: Annual renewals since 2013

Award: First year award was \$580,447, current 2021 award was \$1,348,159 (Plus \$385,364 in September 2021 in Shallow Subsidies (COVID-19 response dollars)). A total of \$4,624,541 in total funding since 2017.

Description: Knowledge, Education for Your Success, Inc., as part of the Supportive Services for Veteran Families Program, focuses on securing and maintaining housing for Veterans and their families who are currently homeless or would be homeless without this assistance. The program provides case management, temporary financial assistance, and supportive services to help individuals and families gain housing stability and end their homelessness. SSVF services are provided to Veteran Families residing in San Bernardino County. Due to KEYS performance, funding awards have steadily increased.

- Housing Support Program (HSP)

Date: Annual renewals since 2015

Award: First year award was \$1,026,906. \$2,300,000 subsequent year, current 2021 award was \$10,712,250. Total funding = \$30,086,916 since 2017.

Description: The CalWORKs Housing Support Program (HSP) was established by Senate Bill (SB) 855 to foster housing stability for families experiencing homelessness in the CalWORKs program. In Fiscal Year (FY) 2019-20 CalWORKs HSP funding increased to \$95 million ongoing annually to assist low-income families in obtaining and maintaining housing. KEYS, as part of the TAD/HACSB partnership offers financial assistance and housing-related wrap-around supportive services, including, but not limited to: rental assistance, housing navigation, case management, security deposits, utility payments, moving costs, hotel and motel vouchers, legal services, and credit repair to assist families in the CalWORKs program that are experiencing homelessness or at imminent risk of homelessness

Sincerely,



Brian Distelberg, Ph.D.
Chairman, KEYS Board of Directors

The mission of KEYS is to empower low-income individuals and families in San Bernardino County and to unlock their potential for success.

Knowledge, Education for Your Success, Inc. (KEYS) · 680 S. Waterman Avenue · San Bernardino, CA 92408 · keysnonprofit.org

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

October 12, 2021

FROM

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

SUBJECT

Amend Declaration of Covenants, Conditions and Restrictions for 730 S. San Mateo Street in Redlands to Facilitate Sale

RECOMMENDATION(S)

Acting as the Housing Successor for the former Redevelopment Agency for the City of Redlands:

1. Adopt Resolution No. 123 amending the Declaration of Covenants, Conditions and Restrictions for 730 S. San Mateo Street in Redlands to facilitate sale of the property.
2. Authorize the Executive Director of the Housing Authority of the County of San Bernardino, upon consultation with Legal Counsel, to execute and deliver ancillary documents necessary to implement the amendment and to release the Participation Agreement and Declaration of Covenants, Conditions and Restrictions to facilitate sale of the property.
3. Direct the Executive Director of the Housing Authority of the County of San Bernardino to transmit and record all documents as necessary with the San Bernardino County Recorder within 30 days of execution.

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

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

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

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

FINANCIAL IMPACT

Approval of the proposed amendment will result in the Housing Authority of the County of San Bernardino (HACSB) receipt of \$7,066.57 plus accrued equity representing the repayment of grant funds awarded in 2005 to the owner of a single-family residence participating in the Redevelopment Agency of the City of Redland's (the "Dissolved Agency") Great Neighborhoods housing rehabilitation program. The funds will replenish Low- and Moderate-Income Housing Funds derived from the former Redevelopment Agency of the City of Redlands to be utilized for future assistance available to persons and families of low or moderate income, very low income, and extremely low income.

BACKGROUND INFORMATION

In February 2016, the California Department of Finance approved the City of Redlands Successor Agency's request to transfer the housing assets of the former Redevelopment Agency to HACSB. The housing assets consist of various first-time home buyer loans. As the designated "Housing Successor Agency" (Agency) HACSB now administers those loans and monitors for ongoing

compliance with the regulatory agreements recorded for loans and/or grants pursuant to California Community Redevelopment Law under Health and Safety Code Sections 33000-33855 (HSC).

In 2005, the owner of a single-family residence at 730 S. San Mateo Street received a \$7,066.57 home improvement grant under the City's "Great Neighborhoods" program which was funded with Redevelopment Agency Low- and Moderate-Income housing funds. A Great Neighborhoods Participation Agreement and Declaration of Covenants, Conditions and Restrictions (DCCR) was recorded against the property as required by the HSC. Pursuant to the DCCR and as required by the HSC, the home is to remain affordable to, and can only be sold to persons or families of low to moderate income for a period of 45 years. The HSC does provide a means for a homeowner under a DCCR to sell to a person or family who is not low to moderate income. It is permitted under the HSC if the Agency's investment of moneys from the Low- and Moderate-Income Housing Fund is protected, such as through language in the DCCR providing for an "equity sharing" arrangement between the homeowner and agency. Unfortunately, such language was not included in the DCCR for 730 S. San Mateo St. Furthermore, the DCCR has a provision that the Redevelopment Agency of the City of Redlands (now HACSB) has a Right of First Refusal to purchase the property. Staff recommends that HACSB decline to purchase the property as a purchase at current market value would substantially deplete the Low and Moderate Income Housing Fund of the Housing Successor Agency.

The homeowner has presented a hardship and currently is unable to maintain the property. Because of this, she has listed the property for sale. However, proposed buyers at the existing market value of the property will exceed the requirements of the DCCR to be a person of low to moderate income (Qualified Household). Specifically, a buyer at 120% AMI would be qualified to purchase a home at approximately \$406,000, whereas the current market value of the home is above \$700,000. Due to the extenuating circumstances surrounding the homeowner's hardship, approval of this item will help facilitate the sale of the property by amending the DCCR to include the required language providing for an equity sharing arrangement between the homeowner and the Agency. If the City's contribution had been in the form of a loan secured by a deed of trust to directly assist a homebuyer who would not otherwise be able to purchase, then the City would be entitled to share in the appreciated value of the home in proportion to its investment. In this case, the City provided a small grant to an existing homeowner for the specific purpose of neighborhood "beautification". Staff has therefore concluded that the appropriate action is to protect the City's original investment and not seek to share in the appreciated value of a home where the City played no role in supporting the affordable purchase and subsequent ownership of that home. Specifically, language should be prepared that will allow the sale of the property if the homeowner agrees to an equity sharing arrangement wherein upon sale, the DCCR would be released, and the original grant amount would be repaid in full including an escalation factor calculated using the Consumer Price Index (CPI) inflation calculator published by the U.S. Bureau of Labor Statistics.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on September 28, 2021.

HOUSING AUTHORITY RESOLUTION NO. 2021- 123

**A RESOLUTION OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
DECLINING TO EXERCISE THE RIGHT OF FIRST REFUSAL, APPROVING THE AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 730 S. SAN
MATEO STREET, REDLANDS, CALIFORNIA; APPROVING THE RELEASE OF THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND
THE GREAT NEIGHBORHOODS PARTICIPATION AGREEMENT
FOR 730 S. SAN MATEO STREET, REDLANDS, CALIFORNIA
AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH**

On Tuesday, October 12, 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, Elsa A. Guzman ("Guzman") entered into a Great Neighborhoods Participation Agreement ("Participation Agreement") and Declaration of Covenants, Conditions and Restrictions ("Declaration") with the dissolved Redevelopment Agency of the City of Redlands (the "Former Agency") on July 19, 2005 regarding 730 S. San Mateo Street, Redlands, California;

WHEREAS, As a result of the dissolution of California's redevelopment agencies, including the Former Agency, pursuant to Health and Safety Code Section 34176(b)(2), the Housing Authority of the County of San Bernardino ("Housing Authority") became the housing successor for the Former Agency, and is charged with performing the housing functions previously performed by the Former Agency ;

WHEREAS, the Housing Authority, as housing successor to the Former Agency, succeeded to all rights, powers, duties, obligations, and housing assets, and enforceable obligations of the Former Agency;

WHEREAS, The Housing Authority is now responsible for managing and enforcing the Participation Agreement and Declaration which was drafted by the Former Agency under the Former Agency's affordable housing programs;

WHEREAS, Guzman has experienced financial hardship with regard to the ownership and maintenance of 730 S. San Mateo Street, Redlands, California and has expressed a desire to transfer the Property; and,

WHEREAS, Under the Declaration, the Housing Successor has the right to purchase the Property. The Housing Authority does not have sufficient Low and Moderate Income Housing Asset funds to exercise the Right of First Refusal to purchase 730 S. San Mateo Street, Redlands, California.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO RESOLVES, ORDERS, AND DIRECTS AS FOLLOWS:

Section 1. The Board finds and determines that the above recitals are true and correct and have served as a basis in part for the actions of the Board set forth below.

Section 2. The Amendment to the Declaration of Covenants, Conditions and Restrictions for 730 S. San Mateo Street, Redlands, California, is hereby approved.

Section 3. The Board hereby declines to exercise the Right of First Refusal to purchase 730 S. San Mateo Street, Redlands, California.

Section 4. The Board hereby authorizes, upon the satisfaction of the conditions set forth in the Participation Agreement and Amendment to the Declaration of Covenants, Conditions and Restrictions the release from the Participation Agreement and Declaration of Covenants, Conditions and Restrictions for 730 S. San Mateo Street, Redlands, California, is hereby approved.

Section 5. The Board authorizes the Executive Director, subject to review by Legal Counsel, to make any necessary non-substantive modifications and execute the Amendment to the Declaration of Covenants, Conditions and Restrictions, the release of the Participation Agreement and the release from Declaration of Covenants, Conditions and Restrictions for 730 S. San Mateo Street, Redlands, California or any other ancillary documents necessary to implement this transaction.

Section 6. This Resolution shall take immediate effect upon 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 Tuesday, October 12, 2021.

Secretary

Recording Requested by
and when recorded return to:
Housing Authority of the
County of San Bernardino
715 E. Brier Dr.
San Bernardino, CA 92408

**AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR 730 S. SAN MATEO STREET
REDLANDS, CALIFORNIA**

This Amendment to the Declaration of Covenants, Conditions and Restrictions (“Amendment”) dated this 12th day of October, 2021 is entered into by and between Elsa A. Guzman (“Guzman”) and the Housing Authority of the County of San Bernardino (“Housing Authority”) as follows:

RECITALS

- A. Guzman entered into the Declaration of Covenants, Conditions and Restrictions (“Declaration” attached as Exhibit A) with the Redevelopment Agency of the City of Redlands on July 19, 2005, in which the Redevelopment Agency of the City of Redlands (the "Former Agency") provided financial assistance to Guzman in the amount of \$7,066.57 for the repair and/or improvement of the real property described in Exhibit A of the Declaration (the “Property”);
- B. In consideration of the financial assistance made by the Redevelopment Agency of the City of Redlands, Guzman agreed to restrict the use of the Property for occupancy by income eligible households as described in the Declaration;
- C. In 2011, the California Legislature approved the dissolution of the state’s redevelopment agencies and after litigation, redevelopment agencies, including the Former Agency, were officially dissolved as of February 1, 2012;
- D. As a result of the dissolution of redevelopment agencies and the City Council of the City's Redlands election not to retain the housing assets of the Former Agency, pursuant to Health and Safety Code Section 34176(b)(2) the Housing Authority became the

housing successor to the Former Agency and is charged with performing the housing functions previously performed by the Former Agency.

- E. The Housing Authority, as housing successor to the Former Agency, succeeded to all rights, powers, duties, obligations, and housing assets, and enforceable obligations of the Former Agency;
- F. The Housing Authority is now responsible for managing and enforcing the Declaration which was drafted by the Former Agency under the Former Agency's affordable housing programs;
- G. Guzman has experienced financial hardship with regard to the ownership of the Property and is unable to maintain the Property and has expressed a desire to transfer the Property; and,
- H. Under the Declaration, the Housing Successor has the right to purchase the Property. The Housing Authority does not have sufficient Low and Moderate Income Housing Asset funds to exercise the Right of First Refusal to purchase the Property and declines to exercise the Right of First Refusal.

NOW, THEREFORE, in consideration of the mutual covenants and conditions provided herein, and pursuant to Paragraph 15 of the Declaration, Guzman and Housing Authority hereby agree to amend the Declaration as follows:

- 1. The parties acknowledge that the above Recitals are true and correct and that the Recitals are hereby incorporated into this Amendment by this reference as representations, warranties and agreements by and between the parties.
- 2. All references in the Declaration to Agency are intended to refer to the Housing Authority of the County of San Bernardino.
- 3. Section 8 of the Declaration is deleted in its entirety and replaced and amended to read as follows:

"During the term of this Declaration, every 'Transfer' (as defined below) of the Property must be both (a) a Qualified Transfer, and (b) made to a Qualified Household. Any lease for any period of time, execution of a real estate installment contract or grant of any interest in the Property, including allowing the recordation of a deed of trust or mortgage which creates a lien in the Property, whether voluntary or involuntary, is referred to herein collectively as a 'Transfer'. In order to qualify as a 'Qualified Transfer' each Transfer must meet all the following criteria (the 'Qualified Transfer Conditions'). Any Transfer which does not meet all the Qualified Transfer Conditions shall be void and of no force and effect and shall be subject to Agency's Right of First Refusal, except for Transfers pursuant to Section 8.4.2."

- 4. The Declaration is hereby amended to add Section 8.4.2 which shall read as follows:
"In the event the Agency declines to exercise the Right of First Refusal, the Agency may, in its sole discretion and subject to the approval of the Agency Board of Commissioners, release the Declaration and Participation Agreement encumbering the Property upon repayment of the \$7,066.57 plus the amount equal to the Consumer Price Index Inflation as calculated by the Bureau of Labor Statistics at the time of close of escrow transferring

title to the Property. By way of example, \$7,066.57 in July 2005 has the same buying power in July 2021 as \$9,918.74 in July 2021 and therefore, \$9,918.74 would be due to the Agency at close of escrow if escrow closed in July 2021.”

5. Except as expressly modified by this First Amendment, all other provisions of the Declaration remain unmodified and continue in full force and effect.

This Amendment may be executed by the parties in counterparts, all of which shall constitute a single document.

IN WITNESS WHEREOF, the parties have executed this Amendment which shall be effective as of the date it is signed by both parties.

**HOUSING AUTHORITY OF THE COUNTY OF
SAN BERNARDINO**, a public body, corporate and
politic of the State of California

By: _____
Maria Razo, Executive Director

Date: _____

Elsa A. Guzman

By: _____
Elsa A. Guzman

Date: _____

[NEEDS TO BE NOTORIZED]

EXHIBIT A

Recording Requested by
and when recorded return to:
City Clerk
City of Redlands
PO Box 3005
Redlands, CA 92373

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 730 S. SAN MATEO STREET REDLANDS, CALIFORNIA

This Declaration of Covenants, Conditions and Restrictions (this "Declaration"), dated July 19, 2005, is entered into by and between Elsa A. Guzman ("Participant") and the Redevelopment Agency of the City of Redlands ("Agency") with reference to the following:

RECITALS

A. Under the California Community Redevelopment Law (Health & Safety Code §§ 33000 et seq; the "Redevelopment Law"), Agency is responsible for administering the use of Low and Moderate Income Housing Funds (the "Housing Trust Funds") made available pursuant to California Health and Safety Code Sections 33334.2 and 33334.3 for the purpose of increasing, improving and preserving the community's supply of low- and moderate-income housing available at affordable housing cost.

B. Agency desires to utilize its resources to assist those in need of safe, sanitary and affordable housing. Accordingly, Agency and Participant have entered into an agreement dated July 19, 2005, pursuant to Agency's Great Neighborhoods Program (the "Agreement") in which Agency has agreed to provide financial assistance to Participant in an amount not to exceed \$10,000 for the repair and/or improvement of the real property described in Exhibit "A" (the "Property") which is attached hereto and incorporated by this reference herein.

C. In consideration of the financial assistance given by Agency, Participant shall restrict the use of the Property as further set forth below to comply with all requirements of the Redevelopment Law, which is incorporated herein by this reference.

NOW, THEREFORE Participant covenants and declares that the Property shall be held and conveyed subject to the covenants and restrictions of this Declaration.

AGREEMENT

1. Incorporation of Recitals. The parties acknowledge that the Recitals are true and correct and that the Recitals are hereby incorporated into this Declaration by this reference as representations, warranties and agreements by and between the parties.

2. Term of Declaration. Except for the covenants, conditions and restrictions relating to non-discrimination set forth in Section 7 hereof which shall remain in effect in perpetuity, the covenants, conditions and restrictions of this Declaration shall be effective for a period of forty-five (45) years from the date of recordation of this Declaration in the Official Records of the county of San Bernardino (the "Expiration Date"), notwithstanding Participant's early repayment of the financial assistance evidenced by the Agreement. On the Expiration Date, the provisions hereof (except the nondiscrimination provisions) shall become ineffective without the requirement for further action on the part of any person.

3. Run with the Land. Participant agrees that the covenants, conditions and restrictions established by this Declaration shall run with the Property and shall be binding upon all the successors and assigns of Participant. The covenants, conditions and restrictions established by this Declaration may be enforced by Agency or any successor or assign of Agency. Participant shall furnish a copy of this Declaration to any and all successors in interest of Participant.

4. Persons Bound. As used herein, "Owner" shall mean each person acquiring any ownership interest in the Property, including Participant. By accepting title to the Property, each Owner acknowledges and agrees that all the covenants, conditions and restrictions created by this Declaration are (a) required in order to preserve a stock of housing for Qualified Households, (b) reasonable in light of their purposes, and © approved in every respect by each Owner.

5. Affordability Restrictions: Occupancy and Ownership Restricted to Qualified Households. Participant agrees and covenants on behalf of itself and all of Participant's successors and assigns that during the term of this Declaration, all Owners of the Property shall be persons who qualify as "Qualified Households" (as defined below) as of the commencement of their ownership or occupancy of the Property. In the event that an Owner of the Property that initially was a Qualified Household ceases to be a Qualified Household during its tenure, that cessation shall not itself invalidate such person's rights or ownership or occupancy so long as such person is otherwise in compliance with the provisions of this Declaration and the Agreement.

6. Qualified Household. As used in this Declaration, the term "Qualified Household" shall means a person or a household who meets all of the following requirements:

6.1 Its household income does not exceed 120% of the median income for the Riverside/San Bernardino Primary Metropolitan Statistical Area, as determined and most recently announced by the Secretary of Housing and Urban Development under Section 8 of the United States Housing Act of 1937, as amended, adjusted for the household size, and who otherwise meets the requirements of California Health and Safety Code Section 50093 (as such statute may be amended from time to time, and any successor statutes thereto).

6.2 The household represents and warrants that it intends to personally and continuously occupy the Property as its principal place of residence.

7. Nondiscrimination Covenants. By the Participant and each Owner's acceptance hereof, the Participant and each Owner agrees, for itself, its successors and assigns, to refrain from restricting the rental sale or lease of the Property on the basis of race, color, creed, religion, ancestry,

sex, marital status, national origin or age of any person. All such deeds, leases or contracts entered into with respect to the Property shall contain or be subject to substantially the following nondiscrimination or nonsegregation clauses:

7.1 In deeds: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, national origin, sex, marital status, age or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

7.2 In leases: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of age, race, color, creed, religion, sex, marital status, national origin, or ancestry, in the leasing subleasing, transferring, use or occupancy, tenure or enjoyment of the land herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, sublessees, subtenants or vendees in the land herein leased."

The foregoing shall be a covenant running with the land for the benefit of, and as a burden upon the Property, and shall remain in effect in perpetuity.

8. Restriction on Transfer. During the term of this Declaration, every "Transfer" (as defined below) of the Property must be both (a) a Qualified Transfer, and (b) made to a Qualified Household. Any lease for any period of time, execution of a real estate installment contract or grant of any interest in the Property, including allowing the recordation of a deed of trust or mortgage which creates a lien in the Property, whether voluntary or involuntary, is referred to herein collectively as a "Transfer." In order to qualify as a "Qualified Transfer," each Transfer must meet all the following criteria (the "Qualified Transfer Conditions"). Any Transfer which does not meet all the Qualified Transfer Conditions shall be void and of no force or effect and shall be subject to Agency's Right of First Refusal, as set forth in Section 8.4 below.

8.1 Owner shall not, at any time prior to the Expiration Date, consummate a Transfer of the Property or any portion thereof or any interest therein without first giving written notice thereof to Agency (the "Transfer Notice").

8.2 The Transfer Notice shall set forth the exact and complete terms of the proposed Transfer (including, but not limited to, the purchase price, any proposed seller financing, due diligence periods, initial and any subsequent deposits to be made prior to the date of purchase and contingencies to closing) and shall have attached thereto a photocopy of the term sheet for the

proposed Transfer which Owner proposes to consummate. The Transfer Notice shall also contain adequate information about the proposed Transferee to allow Agency to determine if the proposed Transferee is a Qualified Household. The Transfer Notice shall not be deemed to be complete until all the required information has been provided. The Transfer Notice shall be sent by certified mail, return receipt requested, to Participant and Agency at the addresses set forth below in this Declaration.

8.3 Affordable Sales Price. The Transfer price must be equal to or less than the "Affordable Sales Price" (as defined below). Within fifteen (15) days of its receipt of the Transfer Notice, Agency shall approve or disapprove in writing the Transfer price proposed by the Owner. If the Owner is claiming any adjustment for "Qualifying Improvements" (as defined below), Agency shall approve or disapprove the Affordable Sales Price within twenty (20) days from the date that (i) the Property is made available to Participant for inspection and establishment of the value of any Qualifying Improvements, and (ii) all required substantiating documents establishing the value of the claimed Qualifying Improvements have been delivered to Participant. The proposed Transfer price and the proposed value of any Qualifying Improvements shall be deemed approved.

8.4 Exercise of Right of First Refusal. For a period of thirty (30) calendar days (the "Agency's Refusal Period") after receipt by Agency of the Transfer Notice, Agency shall have the right (the "Agency's Right of First Refusal") to purchase the Property or the interest proposed to be sold, on the same terms, price and conditions as set forth in the Transfer Notice. If Agency elects to purchase the Property, then Agency shall, within the thirty (30) day period, notify the Owner in writing of such election (the "Purchase Notice"), and the Owner shall sell and Agency shall purchase the Property on the terms and subject to the conditions set forth in the Transfer Notice. In the event Agency does not give the Owner the Purchase Notice within the thirty (30) day period, then there shall be a conclusive presumption that Agency has elected not to exercise Agency's Right of Refusal, and the Owner may sell the Property or the interest proposed to be sold, on the same terms and conditions set forth in the Transfer Notice.

8.4.1 In the event of an Agency-approved Transfer by Participant of the Property to a subsequent Owner, Participant may retain a right of first refusal ("Participant's Right of First Refusal") to purchase the Property. In that event, then the Agency's Refusal Period shall commence on the earlier of (1) the date that Participant notifies Agency and/or Owner that it does not intend to exercise Participant's Right of First Refusal, or (2) thirty (30) days after Owner delivers a Transfer Notice meeting all of Participant's requirements to Agency.

8.5 In the event that Agency declines to exercise Agency's Right of First Refusal after receipt of the Transfer Notice, and thereafter Owner and the prospective purchaser change any material terms or condition contained in the Transfer Notice including, but limited to: (i) the purchase price (including any modifications thereof by credit, contribution, or hold back resulting from matters arising during the due diligence process); (ii) the interest rate on any purchase money mortgage or deed of trust to be carried back by Owner; or (iii) the amount of any initial or subsequent deposits to be made prior to the date of purchase, or in the event that the sale is not consummated within 180 days following the date the Agency received the Transfer Notice, then Agency's Right of First Refusal shall reapply to the transaction as of the occurrence of any of the aforementioned events.

8.6 Unauthorized Transfers. In the event of an unauthorized Transfer, Agency shall have thirty (30) days following the date Agency learns of the unauthorized Transfer and all of the information that would otherwise have been required in a Transfer Notice in which to notify the Owner and the unauthorized transferee of Agency's election to purchase the Property at the same terms as characterized in the unauthorized Transfer. In that event, the Owner and the unauthorized transferee agree to execute any and all documents necessary to effect Agency's acquisition of the Property.

9. No Further Encumbrances. Each Owner shall be allowed to encumber the Property with a purchase money deed of trust from Participant. Prior to the repayment in full of the Loan, the Owner shall not place or allow to be placed on the Property, or on any portion thereof, any mortgage, trust deed, encumbrance or lien not authorized by this Agreement, whether voluntary or involuntary; and the Owner shall remove, or shall have removed, any levy or attachments made on the Property (or any portion thereof), or shall assure the satisfaction thereof within a reasonable time. The Owner shall pay, or cause to be paid, prior to delinquency, all taxes, assessments, charges and levies imposed by any public authority or utility company which are or may become a lien affecting the Deed of Trust; provided, however, that the Owner shall not be required to pay and discharge any such tax, assessment, charge or levy so long as the legality thereof shall be promptly and actively contested in good faith and by appropriate proceedings. The Owner shall promptly notify Agency of any mortgage, deed of trust, sale and lease-back or other financing conveyance, encumbrance or lien that has been created or attached thereto prior to the repayment in full of the Loan, whether by voluntary act of the Owner or otherwise. The words "mortgage" and "deed of trust," as used herein, include all other appropriate modes of financing real estate acquisition, construction and land development.

10. Effect of Recorded Waiver. If Agency elects not to exercise Agency's Right of First Refusal within the Refusal Period, Agency shall record a notice of waiver in the Official Records of San Bernardino County stating that it has waived the Agency's Right of First Refusal. Such waiver shall be limited to the proposed Transfer of the Property upon the terms set forth in the Transfer Notice. Such waiver shall not constitute a waiver for any other future Transfers.

11. Resale by Participant. If Participant exercises Participant's Right of First Refusal, Participant's Transfer must be a Qualified Transfer to a Qualified Household in accordance with this Declaration.

12. Affordable Sales Price. "Affordable Sales Price" shall mean a price that is consistent with the maximum annual affordable housing cost concept set forth in California Health and Safety Code Section 50052.5, as further set forth in Title 25 California Code of Regulations Section 6920, or any successor regulation thereto.

13. Remedies Resulting From Enforcement of Declaration. It is agreed that the rights granted to Participant and Agency hereunder are of a special and unique kind and character and that, if there is a breach by any Owner of any material provision of this Declaration, Participant and Agency would not have an adequate remedy at law. It is expressly agreed, therefore, that Participant's and Agency's rights hereunder may be enforced by an action for specific performance and such other equitable relief as is provided under the laws of the State of California. Further, the

parties specifically acknowledge that during the term of this Declaration, the ownership of the Property is not an unrestricted right or entitlement. Therefore, upon any determination by a court of law or equity is specifically authorized to order the sale of the Property by the Owner to Agency for the Affordable Sales Price. Such payment of the Affordable Sales Price shall be made in cash to the Owner within fifteen (15) days of the court's determination that the Owner is in breach and title shall be conveyed to Agency, as applicable, concurrently with such payment.

14. Enforcement of Declaration. Agency has the right, but not the duty, to enforce the provisions of this Declaration. Agency shall have no liability or obligation for not enforcing the same.

15. Amendment. Prior to the initial conveyance of title to the Property by Participant to a subsequent Owner, this Declaration may be amended by Participant and Agency by the recordation of a supplemental declaration which refers to this Declaration and identifies itself as an amendment to this Declaration. Following the conveyance of title to the Property to any Owner, this Declaration may be amended at any time and from time to time by the beneficiaries of all first deeds of trust. Such amendments shall become effective upon the recording thereof in the Official Records of the County of San Bernardino.

16. Attorneys' Fees. In any action seeking enforcement or interpretation of any of the terms or provisions of this Declaration, the prevailing party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, reasonable attorneys' fees and reasonable fees of expert witnesses.

17. Severability. If any provision of this Declaration shall be deemed for any reason to be illegal or unenforceable, the remaining portions of this Declaration shall not be affected thereby and shall remain in full force and effect.

18. Reporting Requirements. Pursuant to Section 33418 of the Redevelopment Law, Agency must, on an ongoing basis, monitor the status of housing which it assists. Participant and all Owners agree to cooperate fully at Participant's and/or such Owner's expense with Agency in the satisfaction of Agency's reporting requirements, which cooperation shall include, without limitation, giving such certifications regarding Participant and each Owner's income, tenure and other information as Agency may reasonably require. To assist Agency in satisfying its monitoring requirements pursuant to Section 33418 of the Redevelopment Law, Participant and each Owner shall submit an annual report to Agency which states whether there was a change of ownership from the prior year, and, if so, the income and family size of the new Owner.

IN WITNESS WHEREOF, Participant and Agency have executed this Declaration which shall be effective as of the date of recordation hereof in the Official Records of the County Recorder for the County of San Bernardino, California.

"AGENCY"

By: Susan Pepler
Susan Pepler, Chairperson

Date: July 19, 2005

ATTEST:

By: Janie O'Garra
Secretary

"PARTICIPANT"

By: Elsa A. Guzman
Elsa A. Guzman

Date: 6/29/2005

By: _____

Date: _____

STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO }

On 6-29-05 before me, Linda Emmerson, Notary

personally appeared Elsa Guzman

{ } 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 persons(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal



Linda Emmerson
Signature of Notary

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on July 19, 2005, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Susan Pepler and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



LORRIE POYZER, CITY CLERK

By: Beatrice Sanchez
Beatrice Sanchez, Deputy City Clerk
(909)798-7531

CAPACITY CLAIMED BY SIGNER(S)

{ } **Individual(s) signing for oneself/themselves**

{ } **Corporate Officer(s)**

Title(s) _____

Company _____

{ } **Partner(s)**

Partnership _____

{ } **Attorney-In-Fact**

Principal(s) _____

{ } **Trustee(s)**

Trust _____

{ x } **Other**

Title(s): Chairperson and Secretary

Entity Represented: Redevelopment Agency of the City of Redlands

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Great Neighborhoods Program - Declaration of Covenants...

Date of Document: July 19, 2005

Signer(s) Other Than Named Above: Elsa A. Guzman

EXHIBIT "A"

PROPERTY ADDRESS: 730 S. San Mateo, Redlands, California

The following described real property in the City of Redlands, County of San Bernardino, State of California.

Lot 30, Tract No. 7070, in the City of Redlands, County of San Bernardino, State of California, as per plat recorded in Book 91 of maps, pages 35 and 36, records of said county.

Assessor's Parcel No. 0172-401-68-0

Recording Requested by
and when recorded return to:
Housing Authority of the
County of San Bernardino
715 E. Brier Dr.
San Bernardino, CA 92408

**RELEASE FROM DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS AND THE GREAT
NEIGHBORHOODS PARTICIPATION AGREEMENT**

This Release from Declaration of Covenants, Conditions and Restrictions and Great Neighborhoods Participation Agreement (the "Release") is made as of _____, 2021, by the Housing Authority of the County of San Bernardino, a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the State of California and the United States of America pursuant to the United States Housing Act of 1937, as amended (42 U.S.C. 1401, et. seq.) ("Housing Authority") with reference to the following facts:

A. Pursuant to Health and Safety Code Section 34176(b)(2), the Housing Authority is the housing successor agency to the dissolved Redevelopment Agency of the City of Redlands (the "Former Agency").

B. The Former Agency and Elsa A. Guzman ("Owner") previously entered into a Declaration of Covenants, Conditions, and Restrictions and Great Neighborhoods Participation Agreement regarding the real property 730 S. San Mateo Street in Redlands, California (APN 0172-401-68-0) (Lot 30, Tract No. 7070 in the City of Redlands, County of San Bernardino, State of California, as per plat recorded in Book 91 of Maps, Pages 35 and 36, records of said county, as amended by that certain Amended Declaration of Covenants, Conditions, and Restrictions regarding the real property 730 S. San Mateo Street in Redlands, California (the "Amended Restriction Agreement").

C. The Owner is conveying the Property and has met the conditions of the Amended Restriction Agreement and Great Neighborhoods Participation Agreement.

D. The Housing Authority has authorized the execution of this Release from the Declaration of Covenants, Conditions and Restriction and Great Neighborhoods Participation Agreement for all of the reasons stated in the duly adopted Resolution.

NOW, THEREFORE, it is hereby declared and understood as follows:

1. The Housing Authority agrees to release the encumbrance of the aforementioned Declaration of Covenants, Conditions and Restrictions and Great Neighborhoods Participation Agreement, which are hereby terminated, and the real property listed in Exhibit A attached hereto is hereby released therefrom.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

The Housing Authority executed this Release from Declaration of Covenants, Conditions and Restrictions and Great Neighborhoods Participation Agreement on the ____ day of ____, 2021.

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

By: _____
Maria Razo
Executive Director

EXHIBIT A

Description of the Property

PROPERTY ADDRESS: 730 S. San Mateo Street, Redlands, California 92373

The following described real property in the City of Redlands, County of San Bernardino, State of California.

Lot 30, Tract No. 7070, in the City of Redlands, County of San Bernardino, State of California, as per plat recorded in Book 91 of Maps, Pages 35 and 36, records of said county.

Assessor's Parcel No. 0172-401-68-0



LARRY WALKER
Auditor/Controller - Recorder

R Regular Mail

RECORDING REQUESTED BY
AND WHEN RECORDED
MAIL TO:

CITY CLERK
CITY OF REDLANDS
P.O. BOX 3005
REDLANDS, CA 92373

Doc#: 2005-0535382



Titles: 1 Pages: 10

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

GREAT NEIGHBORHOODS PARTICIPATION AGREEMENT

THIS PARTICIPANT AGREEMENT (the "Agreement") is made and entered into this 19th day of July, 2005, by and between the Redevelopment Agency of the City of Redlands (the "Agency") and Elsa A. Guzman (the "Participant").

RECITALS

Whereas, Agency has established an owner-occupied homeowner's assistance program known as the "Great Neighborhoods Program" for the purpose of assisting persons of low and moderate incomes to repair and improve their homes and eliminate blighting conditions which adversely affect the health or safety of such persons and the community; and

Whereas, as part of its Great Neighborhoods Program, Agency will fund the cost of improvements for landscaping, exterior painting and repairs to properties necessary to protect the health and safety of persons in an amount not to exceed \$10,000 per homeowner; and

Whereas, Participant has completed and submitted to Agency an Enrollment Statement and has represented to Agency that Participant satisfies the criteria of Agency's Great Neighborhoods Program; and

Whereas, Participant has requested funding from Agency in connection with its agreement with a contractor (the "Contractor") to undertake repair work and/or improvements consistent with the purposes of Agency's Great Neighborhoods Program for property located at 730 S. San Mateo Street in the City of Redlands and described in Exhibit "A" attached hereto and incorporated herein by this reference;

Now, therefore, in consideration of the mutual promises contained herein, and for such other good and valuable consideration the receipt of which is hereby acknowledged, the Redevelopment Agency of the City of Redlands and Participant agree as follows:

ARTICLE I ASSISTANCE FOR IMPROVEMENT PROJECT
AGREEMENT

1.1 Compliance with Program. Participant acknowledges that it has read and understands all of the policies, terms and conditions for participation in Agency's Great Neighborhoods Program as outlined in Exhibit "B" attached hereto. Participant shall comply with all such policies, terms and conditions during the term of this Agreement.

1.2 Improvement Project. Participant has submitted to Agency the repair work or improvement project described in Exhibit "C" attached hereto (the "Improvement Project") and has requested Agency disburse funds for the Improvement Project pursuant to Agency's Great Neighborhoods Program. Participant shall not modify the Improvement Project without the prior written consent of Agency.

1.3 Funding of Improvement Project. Agency will pay the amount specified in Exhibit "C" at the time of completion of the Improvement Project. "Completion" of the Improvement Project shall be evidenced by Participant the Contractor's execution of Agency's "Completion Certificate."

1.4 Limitation of Liability. Participant expressly acknowledges and agrees that Agency shall have no responsibility or liability for any acts or omissions of the Contractor retained by Participant to perform the Improvement Project, and Agency's sole obligation under this Agreement is to pay the amount specified in Exhibit "C" to Participant in accordance with the terms and conditions of this Agreement. Nothing in this Agreement shall establish any relationship between the Contractor and Agency, and Agency shall have no liability to the Contractor for any work performed by the Contractor. Further, nothing in this Agreement shall be construed as making the Contractor a "third party beneficiary" of this Agreement. Participant further acknowledges and agrees that Participant shall be solely responsible for the following:

- a. Compliance with all Federal, State and local laws applicable to the Improvement Project.
- b. Ensuring that the Contractor complies with all Federal, State and local laws applicable to the Improvement Project.
- c. The resolution of any disputes or disagreements between Participant and the Contractor.
- d. Any injuries or damages to persons or property arising out of, or resulting in connection with, the acts or omissions of Participant and the Contractor; and
- e. Any insurance coverage deemed necessary or advisable to carry out the Improvement Project.

1.5 Specific Enforcement of Affordability Restrictions. Participant agrees that in the event the Property is converted into rental or leased property, Participant shall comply with the U.S. Department of Housing and Urban Development's low to moderate income guidelines as published annually for the County of San Bernardino. Enforcement of Participant's obligation to comply with the "affordability" terms and conditions of this Agreement is one of the reasons for the Agency's financial assistance to Participant. In the event of Participant's breach of this Agreement, potential damages to Agency, as well as to prospective lower income tenants of Participant, would be difficult, if not impossible, to evaluate and quantify. Therefore, in addition to any other relief to which Agency may be entitled to as a consequence of a breach hereof, Participant agrees to the imposition of the remedy of specific performance against Participant in the case of any breach by Participant in complying with the allowable rent, occupancy restrictions or any other provision of this Agreement.

1.6 Copy to Contractor. Participant shall provide a copy of this Agreement to the Contractor prior to the Contractor commencing any work on the Improvement Project.

1.7 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

1.8 Entire Agreement/Amendment. This Agreement represents the entire agreement of the parties hereto as to the subject matter hereof. This Agreement may be amended only by written agreement executed by the parties hereto.

1.9 Attorneys' Fees. In the event any action is commenced to enforce or interpret the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees.

1.10 Indemnity. Participant shall defend, indemnify and hold Agency, its officials and employees free and harmless from and against any and all claims, losses, damages, causes of action and injuries which may arise out of, or result in connection with, any actions or omissions of Participant, the Contractor, and any of their respective employees, subcontractors and agents in performing the Improvement Project.

ARTICLE 2 NON-DISCRIMINATION

2.1 Non-discrimination Covenants. Participant covenants for itself, its successors and assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of any persons or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall Participant itself or any persons claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property.

2.2 Non-discrimination Clauses. Participant shall refrain from restricting the rental, sale or lease of the Property on the basis of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry of any person. All such deeds, leases or contracts shall contain or be subject to substantially the following non-discrimination or non-segregation clauses:

(a) In deeds. "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through them, that there shall be discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, familial status, disability, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the land herein conveyed, nor shall the grantee himself or herself or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use of occupancy of tenants, lessees, subtenants, sublessees or vendees in the land herein conveyed. The foregoing covenants shall run with the land."

(b) In leases. "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions: There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, familial status, disability, ancestry or national origin in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the premises herein leased, nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the premises herein leased."

ARTICLE 3 TERM

3.1 Term of Regulatory Agreement. This Agreement shall remain in full force and effect for forty-five (45) years from and after the date of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

PARTICIPANT

By: 
Elsa A. Guzman

Date: 6/29/2005

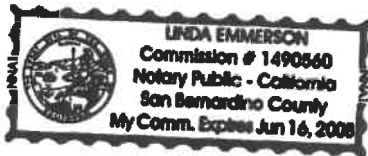
By: _____

Date: _____

STATE OF CALIFORNIA }
COUNTY OF SAN BERNARDINO } SS


On 6-29-05 before me, Linda Emmerson, Notary, personally appeared
Elsa Guzman ~~personally known to me or~~ 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.

WITNESS my hand and official seal



Linda Emmerson
Signature of Notary

REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS

By: 
Susan Pepler, Chairperson

Date: July 19, 2005

ATTEST:


Secretary

Signatures must be notarized.

ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
COUNTY OF SAN BERNARDINO) SS
CITY OF REDLANDS)

By the authority granted under Chapter 4, Article 3, Section 1181, of the California Civil Code, and Chapter 2, Division 3, Section 40814, of the California Government Code, on July 19, 2005, before me, Beatrice Sanchez, Deputy City Clerk, on behalf of Lorrie Poyzer, City Clerk of the City of Redlands, California, personally appeared Susan Pepler and Lorrie Poyzer { X } personally known to me - or - { } proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



LORRIE POYZER, CITY CLERK

By: *Beatrice Sanchez*
Beatrice Sanchez, Deputy City Clerk
(909)798-7531

CAPACITY CLAIMED BY SIGNER(S)

- { } Individual(s) signing for oneself/themselves
{ } Corporate Officer(s)
 Title(s) _____
 Company _____
{ } Partner(s)
 Partnership _____
{ } Attorney-In-Fact
 Principal(s) _____
{ } Trustee(s)
 Trust _____
{ x } Other
 Title(s): Chairperson and Secretary
 Entity Represented: Redevelopment Agency of the City of Redlands

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

Title or Type of Document: Great Neighborhoods Program - Participation Agreement
Date of Document: July 19, 2005
Signer(s) Other Than Named Above: Elsa A. Guzman

EXHIBIT "A"
LEGAL DESCRIPTION

PROPERTY ADDRESS: 730 S. San Mateo Street, Redlands, California

The following described real property in the City of Redlands, County of San Bernardino, State of California:

Lot 30, Tract No. 7070, in the City of Redlands, County of San Bernardino, State of California, as per plat recorded in Book 91 of Maps, Pages 35 and 36, records of said county.

Assessor's Parcel No. 0172-401-68-0

EXHIBIT "B"

REDEVELOPMENT AGENCY OF THE CITY OF REDLANDS GREAT NEIGHBORHOODS PROGRAM CONDITIONS FOR PARTICIPATION

Participants in the Great Neighborhoods Program sponsored by the Redevelopment Agency of the City of Redlands shall comply with the following policies, terms and conditions to qualify for and retain program benefits:

1. Complete and return the Great Neighborhoods Program application.
2. Provide a copy of the Deed of Trust to verify home ownership.
3. Provide a copy of current property tax statements.
4. Meet low- and moderate-income requirements as established by the Department of Housing and Urban Development for San Bernardino County.
5. Provide documentation for income verification, including two (2) current payroll check stubs OR award letters for SSI/SS/annuities and/or retirement benefits AND last year's State and Federal income tax returns. Private entrepreneurs will be required to present three (3) years of personal and business income tax returns.
6. Meet a minimum Redlands residential and home ownership requirement of one (1) year.
7. Attend pre- and post-construction meetings and property inspections with contractors and housing personnel as deemed necessary by the Program Administrator.
8. Make the premises available to contractors, inspectors and housing personnel as necessary to complete the scope of work.
9. Allow the placement of signage promoting the Great Neighborhoods Program on the premises during the term of construction.
10. Maintain all property improvements to the same standard as set by completion of the work. Failure to maintain property improvements may result in the loss of grant privileges. The Redevelopment Agency reserves the right to require and obtain repayment of any and all funds contributed to the project.

EXHIBIT "C"
IMPROVEMENT PROJECT

WORK WRITE-UP: Elsa Guzman, 730 S. San Mateo Street, Redlands, California

The following is a description of the work to be completed. The work shall not be modified without prior written consent of the Agency. The only changes to be considered are those changes which have resulted through unforeseen conditions relating to work indicated in the work write-up. Any changes that exceed the \$10,000 grant shall be the responsibility of the homeowner.

Primary Work: Re-roof (complete tear-off)

Work Specifications:

1. Re-roof:

Obtain Permit. Contractor shall remove all existing roof coverings and dispose of material. Replace all damaged wood including rafters and fascia, if any. Install 30# underlayment and 30 year composition shingles with matching hip and ridge trim. Install enameled edge metal and new roof jacks. Paint all pipes and vents. All to be applied in accordance to manufacturer's instructions and in accordance with current U.B.C. Code. Contractor shall install a minimum of five (5) dormer vents. Homeowner shall select color from samples provided by contractor. Contractor shall provide warranty of workmanship and materials to property owner. Any additional work or up grade in materials, i.e, skylight will be at the owner's expense.

2. Rain Gutters:

Contractor shall install seamless baked enamel aluminum gutters and down spouts with all required hardware and splash blocks. Apply sealer at all connecting joints to ensure water tight seal. Homeowner to select color from samples provided by the contractor. *Homeowner and Contractor please note that all upgrades in materials shall be at the owner's expense.*

NOTE: Contractor shall ensure appropriate disposal of debris generated by the project. All work shall be conducted in a workmanship like manner and to the satisfaction of the homeowner and in accordance with current U.B.C. and N.E.C. Final inspection shall be conducted prior to submitting request for payment. Signed off building permit (if required) shall accompany invoice.

10. Covenants, conditions, and restrictions as set forth in instrument recorded in Book 6500 Page 366 , of Official Records , but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

Note: Section 12956.1 of the Government Code provides the following: If this document contains any restrictions based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Said covenants, conditions, and restrictions provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.

11. Covenants, conditions, and restrictions as set forth in instrument recorded July 25, 2005 as instrument no.2005-535381, of Official Records , but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

Note: Section 12956.1 of the Government Code provides the following: If this document contains any restrictions based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Said covenants, conditions, and restrictions provide that a violation thereof shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value.

12. The matters contained in an instrument:

Entitled: Great neighborhoods Participation Agreement

upon the terms therein provided.

Recorded: July 25, 2005 as Instrument No. 2005-535382 ,of Official Records

13. Deed of Trust to secure an indebtedness in the amount shown below, and any other obligations secured thereby:

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

October 12, 2021

FROM

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

SUBJECT

Regular Meeting Minutes for Meeting Held on September 14, 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 September 14, 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 September 14, 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 September 30, 2021.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
September 14, 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 820 0196 1096, Password 183602) at 3:00 p.m. on September 14, 2021.

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

Chair Johnson
Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Pinedo
Commissioner Tarango

Commissioner Muñoz was absent during roll call.

Also in attendance were: Maria Razo, Executive Director; Gus Joslin, Deputy Executive Director; Rishad Mitha, Director of Operations; Jesse Diaz, Finance Manager; Nicole Beydler, Director of Policy and Public Relations; Kristin Maithonis, Assistant Director of Housing Services; Perlle Liu, Asset Management Analyst; Evan Miles, Project Manager; Angie Lardapide, Procurement and Contracts Supervisor; Tony Bonilla, Management Analyst; Ronald Kennedy, Management Analyst and Claudia Hurtado, Executive Assistant.

Also present, Fred Galante, Legal Counsel to the Housing Authority.

The Chairman called for additions or deletions to the September 19, 2021, agenda.

The Chairman provided an opportunity for members of the public to address the Board of Commissioners. There were no public comments.

The Executive Director's Report was requested.

Commissioner Muñoz joined the Board of Commissioners meeting at 3:12 pm.

Executive Director Razo gave the Executive Director's Report.

Discussion calendar item number 5 to receive the board building presentation for September 19, 2021, an update on the Housing Authority of the County of San Bernardino's Emergency Housing Voucher program presentation was requested.

Director of Operations, Rishad Mitha, provided the presentation for Discussion calendar item number 5.

Commissioner MacDuff asked what we would be receiving for the amount that we would pay for supportive services for the Emergency Housing Voucher program (EHV Rishad Mitha explained that the supportive services funding received will be utilized to cover costs such as security deposits for residents that cannot afford them, landlords will also be provided a \$1,000 landlord signing incentive, and the housing navigation services vendor will provide inventory availability

and assist families with lease agreements as a few examples. Chair Johnson inquired as to whether we are being flexible with overhousing given this market. Rishad Mitha and Kristin Maithonis, shared that the Housing Authority's alternate payment standards have been recommended and approved for the EHV program to assist families in this market and overhousing is allowed as a result of the EHV program falling under traditional voucher program requirements; however, the housing assistance payment will be based on the approved voucher size. Chair Johnson asked for us to come back to the board if any additional flexibilities are needed to policies to assist families with leasing.

Discussion calendar item number 6 with Staff recommendation to 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, was requested.

Executive Director, Maria Razo explained the item.

Commissioner MacDuff moved to approve discussion calendar item number 6, as recommended by Staff, which motion was duly seconded by Commissioner Tarango, and upon roll call the Ayes and Nays were as follows:

Ayes

Chair Johnson
Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Discussion calendar item number 7 with Staff recommendation to 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, was requested.

Executive Director Maria Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 7, as recommended by Staff, which motion was duly seconded by Commissioner Miller, and upon roll call the Ayes and Nays were as follows:

Ayes

Chair Johnson
Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Commissioner MacDuff inquired into language within Section 4 of the contract related to timeliness, footnotes on page 42, and also grant match requirement language on Exhibit 4 of the contract. Executive Director, Maria Razo answered the questions by stating that the County included the federal Emergency Solutions Grant requirements of timeliness within the contract which would be passed down to the subcontractor, the footnote with one asterisk references the Housing Navigation tenancy support which needs to be corrected, and the grant match requirement is boiler plate language; however, a watermark is included on that page that says “not required for ESG-CV”.

Discussion calendar item number 8 with Staff recommendation to 1) Award a contract to Brilliant Corners 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 \$4,232,517, 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, was requested.

Executive Director Maria Razo explained the item.

Commissioner Miller moved to approve the discussion calendar item number 8, as recommended by Staff, which motion was duly seconded by Commissioner Tarango, and upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Johnson
Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

In regard to discussion calendar item number 8, many questions ensued regarding the procurement of this item. Executive Director, Maria Razo shared that revised final proposals were received Thursday of the week prior from Inland Temporary Homes and Brilliant Corners. The key criteria in evaluating the final proposals was the vendor’s ability to provide housing navigation services to all 455 families within the next 12-month period, given the fact that HUD

has communicated to Housing Authorities that they will take a snapshot of the number of families served as early as July of 2022 to determine recapture of funds, along with the vendor's capacity to perform these services,

Inland Temporary Homes per their proposal indicated that they were not able to provide the housing navigation services within the 12-month period, but within a 24-month period, and requested to subcontract the work. Brilliant Corners was able to provide the housing navigation services within the initial 12-month period and due to their entity's size would be able to reassign existing staff to work on this contract.

Chairman Johnson requested that a monthly report in the form of an agenda discussion item be provided to the board on a monthly basis.

Discussion calendar item number 9 with Staff recommendation to 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, was requested.

Executive Director Maria Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 9. as recommended by Staff, which motion was duly seconded by Commissioner Tarango, and upon roll call the Ayes and Nays were as follows:

Ayes

Chair Johnson
Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Discussion calendar item number 10 with Staff recommendation to adopt Resolution No. 120 approving FY 2021-2022 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing programs effective October 1, 2021, was requested.

Executive Director Maria Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 10, as recommended by Staff, which motion was duly seconded by Commissioner Miller, and upon roll call the Ayes and Nays were as follows:

Ayes

Chair Johnson

Nays

Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Discussion calendar item number 11 with Staff recommendation to 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, was requested.

Executive Director Maria Razo explained the item.

Commissioner MacDuff moved the motion to open the item for discussion, in which motion was duly seconded by Commissioner Tarango.

Commissioner MacDuff asked for additional information on the firm's expertise and if a Request for Proposals was conducted. Executive Director shared that a Request for Proposals was conducted to originally procure this vendor. Eight (8) proposals were received in which S. Groner Associates was selected. This item is an amendment to that original contract to expand the original scope of services to add the services outlined on page 155 of the packet to include conducting landlord research, analyzing the survey results, identifying prospective landlords and to ultimately develop a strategic landlord outreach plan. Commissioner Tarango asked if there are any other Housing Authorities that have received services for their Landlord Outreach. Nicole Beydler answered the questions by stating the vendor did provide knowledge in having research in landlord outreach. Kristin Maithonis also shared that the marketing plan that was prepared for the other customer was to address placement of homeless families in the San Gabriel Valley.

Commissioner MacDuff moved the motion to table the item to the next Board of Commissioners meeting, which motion duly seconded by Commissioner Miller. Upon further discussion, Commissioner Tarango recommended moving forward with the vendor and staff's recommendation and obtaining additional information as requested later to include a more detailed scope of work and proposal for this work.

Commissioner MacDuff moved to approve the discussion calendar item number 11, as recommended by Staff, which motion was duly seconded by Commissioner Miller, and upon roll call the Ayes and Nays were as follows:

Ayes
Chair Johnson

Nays

Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Discussion calendar item number 12 with Staff recommendation to 1) Approve 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, was requested.

Executive Director Maria Razo explained the item.

Commissioner Tarango moved to approve discussion calendar item number 12, as recommended by Staff,, which motion was duly seconded by Commissioner MacDuff, and upon roll call the Ayes and Nays were as follows:

Ayes

Chair Johnson
Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Discussion calendar item number 13 with Staff recommendation to 1) Approve 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, was requested.

Executive Director Maria Razo explained the item.

Commissioner Tarango moved to approve the discussion calendar item number 13, as recommended by Staff, which motion was duly seconded by Commissioner MacDuff, and upon roll call the Ayes and Nays were as follows:

Ayes

Chair Johnson
Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Vice Chair Cooper pointed out that on the title sheet of the final map on page 189 of the board packet, the name on the surveyor's statement section does not match the name on the stamp or the name for the person who signed that section of the map. Staff will work with the city to correct this prior to finalizing the map.

Discussion calendar item number 14 with Staff recommendation to 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 6th 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, was requested.

Executive Director explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 14, as recommended by Staff, which motion was duly seconded by Commissioner Muñoz, and upon roll call the Ayes and Nays were as follows:

Ayes

Chair Johnson
Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo

Nays

Commissioner Tarango

Approval of the consent calendar agenda items numbers 15-17 was requested.

Commissioner MacDuff moved to approve consent calendar agenda items numbers 15-17, to:
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.

16) Approve and file Agency-wide Financial Statements through May 2021.

17) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in June 2021, which motion was duly seconded by Commissioner Miller, and upon roll call the Ayes and Nays were as follows:

Ayes

Chair Johnson
Vice Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Chairman Johnson provided an opportunity for individual Board member comments. There were none.

There being no other business, Commissioner Tarango moved for the regular meeting of Tuesday, September 14, 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 5:21 p.m.

Tim Johnson, Chair

Beau Cooper, Vice Chair

Cassie MacDuff

Sylvia Miller

Jessie Muñoz

Bobby Tarango

Dr. Ciriaco "Cid" Pinedo

Attest:

Secretary

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

October 21, 2021

FROM

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

SUBJECT

Agency-wide Financial Statements through June 2021

RECOMMENDATION(S)

Approve and file Agency-wide Financial Statements through June 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 June 2021 for Federal Fiscal Year (FFY) 2020-21 is \$1,280,729. The net income is currently greater than the anticipated \$881,599 net loss, with a variance of \$2.2 million, primarily due to extraordinary maintenance expenses that were budgeted, but not yet completed in the amount of \$1.2 million (reflected in the extraordinary maintenance expenses line).

There were also lower than anticipated costs in administrative and maintenance expenses in the amount of \$3 million mainly due to lower maintenance, and contract costs due to deferred internal maintenance because of the pandemic and several vacant positions.

Housing assistance payments are \$2.6 million lower than expected due to late funding notification for the 2021 calendar year. The funding notification was received in March and included an 8% inflationary rate. This was not enough time to increase the lease rate to match the funding received.

Depreciation expense and other non-operating items are not budgeted and amounted to \$3.6 million through June 2021.

Financial Summary	FY 2021 YTD
Revenues	\$114,350,598
Expenses	\$109,463,869
Operating Gain	\$ 4,886,730
Operating Transfers/Non-Operating Items	\$ 3,604,977
Net Income/(Loss)	\$ 1,280,729

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 October 1, 2021.

HACSB
Budget Comparison
 Period = Oct 2020-Jun 2021

LY

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	20,064,671	18,505,668	1,559,003	8.42	24,674,224
Total Other Tenant Income	307,155	450,102	-142,947	-31.76	600,191
NET TENANT INCOME	20,371,826	18,955,770	1,416,056	7.47	25,274,415
GRANT INCOME					
TOTAL GRANT INCOME	88,867,321	97,661,334	-8,794,012	-9.00	130,215,112
OTHER INCOME					
TOTAL OTHER INCOME	5,111,451	4,405,562	705,889	16.02	5,541,077
TOTAL INCOME	114,350,598	121,022,665	-6,672,067	-5.51	161,030,604
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	5,176,464	10,347,967	5,171,503	49.98	13,797,290
ADMINISTRATIVE					
Total Administrative Salaries	9,631,943	11,050,167	1,418,224	12.83	14,734,032
Total Legal Expense	246,377	208,382	-37,996	-18.23	277,685
Total Other Admin Expenses	4,309,243	4,193,765	-115,478	-2.75	5,685,778
Total Miscellaneous Admin Expenses	1,410,479	1,974,125	563,646	28.55	2,428,595
TOTAL ADMINISTRATIVE EXPENSES	15,598,043	17,426,438	1,828,395	10.49	23,126,090
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	343,877	389,329	45,452	11.67	519,252
UTILITIES					
TOTAL UTILITY EXPENSES	2,624,807	2,869,422	244,615	8.52	3,825,949
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	2,037,019	1,902,269	-134,750	-7.08	2,535,690
Total Materials	633,878	761,539	127,660	16.76	1,015,965
Total Contract Costs	2,120,580	3,303,900	1,183,320	35.82	4,401,221
TOTAL MAINTENANCE EXPENSES	4,791,477	5,967,707	1,176,230	19.71	7,952,877
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	727,392	875,500	148,108	16.92	1,141,404
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	3,117,192	4,304,503	1,187,311	27.58	5,468,747
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	75,974,154	78,579,518	2,605,365	3.32	104,772,691
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	1,110,463	1,143,879	33,416	2.92	1,525,172
TOTAL OPERATING EXPENSES	109,463,869	121,904,264	12,440,396	10.21	162,129,472
OPERATING NET INCOME	4,886,730	-881,599	5,768,329	654.30	-1,098,868
NET OPERATING TRANSFER IN/OUT	1,024	0	-1,024	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	3,604,977	0	-3,604,977	N/A	0
NET INCOME	1,280,729	-881,599	2,162,328	245.27	-1,098,868

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

October 12, 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 July 2021

RECOMMENDATION(S)

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of July 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 July 31, 2021, is \$73,614.82. 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, skips, and eviction due to criminal activity. The total write off for the month of July 2021 is \$73,614.82 as delineated in the following table. Attached is a worksheet that itemizes the individual accounts.

SUMMARY BY PROPERTY MANAGEMENT		
PROPERTY	NO. VACATED	TOTAL
203 – Maplewood	1	\$10,854.00
205 – Redlands	1	\$3,004.00

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss
for the Month of July 2021
October 12, 2021

SUMMARY BY PROPERTY MANAGEMENT		
PROPERTY	NO. VACATED	TOTAL
207 – Barstow	1	\$41.00
402 – Summit Place	1	\$773.00
403 – Summit Walk	1	\$16,850.00
407 – Sunset Pointe	2	\$9,181.16
408 – Sunrise Vista	6	\$2,850.17
409 – Andalusia	1	\$19,278.00
433c – Stillman	1	(\$458.00)
467 – Hillcrest	1	\$321.00
Concessions Write Off		-
TOTAL RENT WRITE OFF	16	\$62,694.33
Miscellaneous Charges		\$618.60
Maintenance Charges		\$19,735.89
Legal Charges		\$850.00
Security Deposits Applied		(\$10,284.00)
NET TOTAL WRITE OFF		\$73,614.82

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on September 28, 2021.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

07/31/21

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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203 - Maplewood													
1	B.	R.		V	960.00	10,854.00	-	150.00	840.00	-	11,844.00	942.00	10,902.00
2													
TOTALS:						10,854.00	-	150.00	840.00	-	11,844.00	942.00	10,902.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice of Abandonment	06/24/21	Posted or Hand Delivered	N/A	N/A	N/A		N/A	N/A	07/28/21
2										

205 - Redlands													
1	D.	L.		E	900.00	3,004.00		375.00	3,557.02	850.00	7,786.02	650.00	7,136.02
2													
TOTALS:						3,004.00	-	375.00	3,557.02	850.00	7,786.02	650.00	7,136.02

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	3 Day - Criminal	04/21/21	Posted	04/27/21	05/21/21	N		NA	07/07/21	07/07/21
2										

207 - Barstow													
1	M.	L.		V	204.00	41.00		57.97	1,849.00			1,194.00	753.97
2													
TOTALS:						41.00	-	57.97	1,849.00	-	-	1,194.00	753.97

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	N/A	N/A	N/A	N/A	N/A		N/A	N/A	07/06/21
2										

Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy ** Unpaid Misc. D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

07/31/21

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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402 - Summit Place													
1	R.	P.		V	1,220.00	773.00			1,221.00		1,994.00	600.00	1,394.00
							-				-		-
TOTALS:						773.00	-	-	1,221.00	-	1,994.00	600.00	1,394.00

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	07/06/21								07/19/21

403 - Summit Walk													
1	M.	N.		S	1,275.00	16,850.00	-		1,660.00		18,510.00	835.00	17,675.00
							-				-		-
TOTALS:						16,850.00	-	-	1,660.00	-	18,510.00	835.00	17,675.00

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	Skip									07/06/21

407 - Sunset Pointe													
1	C.	C.					-		(885.92)		(885.92)		(885.92)
2	F.	T.		S	875.00	9,181.16	-		1,646.57		10,827.73	400.00	10,427.73
							-				-		-
TOTALS:						9,181.16	-	-	760.65	-	9,941.81	400.00	9,541.81

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Collection on bad debt									
2	Skip									07/13/21

Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy ** Unpaid Misc. D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

07/31/21

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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408 - Sunrise Vista

1	B.	N.		V	858.00	-	-		270.00		270.00	100.00	170.00
2	L.	D.		V	875.00	554.00	-		1,762.21	-	2,316.21	875.00	1,441.21
3	P.	D.		V	882.00	-	-		529.00	-	529.00	500.00	29.00
4	L.	A.		V	825.00	2,229.17	-	35.63	849.00	-	3,113.80	400.00	2,713.80
5	E.	A.		V	825.00	36.00	-		430.00	-	466.00	400.00	66.00
6	R.	W.		V	850.00	31.00	-		791.50	-	822.50	700.00	122.50
							-			-	-		-
TOTALS:						2,850.17	-	35.63	4,631.71	-	7,517.51	2,975.00	4,542.51

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	05/31/21								06/30/21
2	30 Day Notice	06/11/21								06/30/21
3	30 Day Notice	05/01/21								05/31/21
4	30 Day Notice	06/01/21								07/20/21
5	30 Day Notice	06/01/21								07/02/21
6	30 Day Notice	05/19/21								07/02/21

409 - Andalusia

1	C.	A.		Skip	1,250.00	19,278.00	-		1,485.00	-	20,763.00	1,250.00	19,513.00
2													-
TOTALS:						19,278.00	-	-	1,485.00	-	20,763.00	1,250.00	19,513.00

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	07/23/21
2										

Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy ** Unpaid Misc. D=Deceased Stipulated agreements for rent, maintenance charges, late charges, etc.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

07/31/21

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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433c - Stillman													
11	W.	K.		S	1,375.00	(458.00)			1,623.00		1,165.00	800.00	365.00
													-
TOTALS:						(458.00)	-	-	1,623.00	-	1,165.00	800.00	365.00

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
11	Skip									07/20/21

467 - Hillcrest													
12	H.	E.		T	642.00	321.00			2,108.51		2,429.51	638.00	1,791.51
											-		-
TOTALS:						321.00	-	-	2,108.51	-	2,429.51	638.00	1,791.51

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	30/60 Day Notice	05/06/21	Hand	N/A						06/30/21

ALL PROPERTY TOTALS:						62,694.33	-	618.60	19,735.89	850.00	81,950.85	10,284.00	73,614.82
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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.