

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

TO BE HELD TELEPHONICALLY
June 14, 2022 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: 878 6767 9261
Password: 856079

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.

CLOSED SESSION

- 4) **CONFERENCE WITH LABOR NEGOTIATORS**
Pursuant to Gov't Code Section 54957.6:
HACSB designated negotiator/representative: Jennifer Dawson, Director of Human Resources
Employee organization: Teamsters Local 1932
- 5) With respect to every item of business to be discussed in closed session pursuant to Section 54957
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: Executive Director

DISCUSSION CALENDAR

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

- 6) Receive the Executive Director's Report for June 14, 2022.
(Page 1)
- 7) Receive the board building presentation for June 14, 2022, regarding preliminary information for the 2022-2023 agency budget and the 2023 Moving to Work Annual Plan.
(Page 2)
- 8) Approve Amendment No. 1 to Employment Agreement between the Housing authority of the County of San Bernardino and Executive Director Maria Razo.
(Page 3-6)
- 9) Adopt a Resolution No. 152 to:
 - a. Authorize the Housing Authority of the County of San Bernardino to enter into a New Member Agreement with the California Affordable Housing Agency; and
 - b. Authorize the Executive Director of the Housing Authority of the County of San Bernardino, upon consultation with Legal Counsel, to make modifications, execute and deliver the California Affordable Housing Agency New Member Agreement, and any ancillary documents necessary to carry out and establish membership.
(Pages 7-66)
- 10) 1 – Approve a First Amendment to Loan Forgiveness Agreement with Knowledge and Education for Your Success for the entirety of the loan amount of \$17,506.17.

2 – Authorize and direct the Executive Director to execute and deliver the Amendment 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 67-72)
- 11) 1 – Approve Contract No. PC1251, effective July 1, 2022, with WASH Multifamily Laundry Systems, LLC. for the provision of laundry vending services at a 53 percentage of gross laundry revenue, for a three-year period through June 30, 2025 with a single two year option to extend through June 30, 2027.

2 – Authorize and direct the Executive Director to execute and deliver a contract to WASH Multifamily Laundry Systems, LLC. and, upon consultation with Legal Counsel, approve any non-substantive revisions necessary to complete the transaction.
(Pages 73-105)

- 12) 1 – Approve Amendment No. 1 to Contract No. PC1204 effective July 1, 2022 with Executive Inspections, LLC for Housing Quality Standards (HQS) Inspections – Alternative Inspections, increasing the current contract amount by \$42,853.50 for a total contract amount not to exceed \$85,707 for the one-year option through June 30, 2023.

2 – Authorize and direct the Executive Director to execute and deliver the contract amendment to Executive Inspections, LLC and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 106-111)

CONSENT CALENDAR

APPROVAL OF CONSENT ITEMS: # 13 - 20

- 13) Approve the meeting minutes for the Board of Commissioner of the Housing Authority of the County of San Bernardino Regular Meeting held on May 10, 2022.
(Pages 112-122)
- 14) Approve and file Agency-wide Financial Statements through February 2022.
(Pages 123-125)
- 15) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of March 2022.
(Pages 126-130)
- 16) Receive update from staff on Emergency Housing Vouchers implementation.
(Pages 131-132)
- 17) Adopt Resolution No. 151 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 period of June 16, 2022 through July 15, 2022.
(Pages 133 -138)
- 18) 1 – Approve a grant of easement and right of way to Southwest Gas Corporation, to use and maintain an underground natural gas supply system on real property owned by the Housing Authority of the County of San Bernardino, at 1050 Deseret Avenue in the City of Barstow.
2 – Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept and sign ancillary documents or exhibits necessary to finalize and record the grants of easement with the County of San Bernardino Recorder.
(Pages 139-158)
- 19) 1 – Approve Amendments to Contract No. PC1083, effective June 15, 2022, for on-call flooring services with Singer Carpets and Mike's Custom Flooring, Inc. exercising the one-time two-year option extension for both contracts through October 7, 2024.

2 – Approve an appropriation in an amount not to exceed \$548,000 for on-call flooring services through October 7, 2024.

3 – Authorize and direct the Executive Director to execute and deliver the contract amendments to Singer Carpets and Mike's Custom Flooring, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

(Pages 159-170)

20) 1 – Approve an increase in appropriations for temporary staffing services in the amount not to exceed of \$350,000 through July 22, 2023.

(Pages 171)

21) Individual Board member Comments

22) 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**

June 14, 2022

FROM

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

SUBJECT

Executive Director's Report for June 14, 2022

RECOMMENDATION(S)

Receive the Executive Director's Report for June 14, 2022.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

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

FINANCIAL IMPACT

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 May 26, 2022.

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

June 14, 2022

FROM

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

SUBJECT

Board Building Presentation for June 14, 2022

RECOMMENDATION(S)

Receive the board building presentation for June 14, 2022, regarding preliminary information for the 2022-2023 agency budget and the 2023 Moving to Work Annual Plan.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

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

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

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

This month's board building presentation will include preliminary information on the 2022-2023 agency budget and the 2023 MTW Annual Plan.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 26, 2022.

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

June 14, 2022

FROM

Fred Galante, General Counsel, Housing Authority of the County of San Bernardino

SUBJECT

Amendment No. 1 to Employment Agreement between the Housing Authority of the County of San Bernardino and Executive Director Maria Razo.

RECOMMENDATION(S)

Approve Amendment No. 1 to Employment Agreement between the Housing Authority of the County of San Bernardino and Executive Director Maria Razo.
(Presenter: Fred Galante, (949)250-5410)

GOALS & OBJECTIVES

**HACSB leaders and supporters are innovative policy makers and influencers of legislation.
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

The proposed Amendment No. 1 to the Executive Director's Employment Agreement does not change the compensation payable to the Executive Director or any of the financial terms.

BACKGROUND INFORMATION

On September 27, 2020, the Housing Authority of the County of San Bernardino ("HACSB") approved an Employment Agreement with Ms. Razo to serve as Executive Director to the HACSB. On April 12, 2022, the Board of Commissioners of HACSB conducted a performance evaluation of Ms. Razo and found her performance satisfactory in all respects.

At the April 12, 2022, Board of Commissioner's meeting, the Board directed that an amendment to the Employment Agreement be presented at the June meeting for consideration to extend the term of the Agreement by an additional three (3) years and designate goals and objectives to be accomplished by Ms. Razo for the upcoming fiscal year, which goals and objectives shall be updated by the Board of Commissioners at least annually.

The proposed Amendment No. 1 to the Employment Agreement with the Executive Director is provided with this staff memo implementing the Board of Commissioner's direction. It would be appropriate for the Board to consider and, if acceptable, approve the proposed Amendment No. 1. Additionally, the goals and objectives that were provided by Ms. Razo on April 12, 2022 are also provided which are referenced in Amendment No. 1.

PROCUREMENT

On September 27, 2016 the HACSB Board of Governors approved an Employment Agreement with Ms. Razo to serve as the Executive Director to HACSB. A new employment agreement was approved by the Board of Commissioners, as the governing body to HACSB, on September 27, 2020. Approval of Amendment No. 1 is within the discretion of the Board of Commissioners.

REVIEW BY OTHERS

This item has prepared by General Legal Counsel, Fred Galante, on June 6, 2022.

AMENDMENT NO. 1 TO EMPLOYMENT AGREEMENT

BETWEEN

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

And

MARIA RAZO

This Amendment No. 1 to Employment Agreement ("Amendment No. 1"), dated June 14, 2022 ("Effective Date"), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("HACSB") and Maria Razo ("Employee").

RECITALS

WHEREAS, HACSB and Employee entered into that certain Employment Agreement, dated September 27, 2020 for Employee to serve as Executive Director to HACSB ("Agreement");

WHEREAS, the Board of Commissioners of HACSB conducted a performance evaluation of Employee and found Employee's performance satisfactory in all respects; and

WHEREAS, HACSB and Employee wish to enter into this Amendment No. 1 to the Agreement to extend the term of the Agreement by an additional three years and designate goals and objectives to be accomplished by Employee for the upcoming fiscal year, which goals and objectives shall be updated by the Board at least annually.

OPERATIVE PROVISIONS

NOW, THEREFORE, the foregoing Recitals being true and correct, and in consideration of the mutual covenants and obligations contained in this Amendment No. 1 by the parties and other consideration, the sufficiency of which is hereby expressly acknowledged, the Parties hereto agree as follows:

1. Term. Section 2 of the Agreement, entitled "Term", at subsection (b) is hereby amended to extend the Term by three (3) years. Except as so amended, the other provisions of Section 2 shall remain unmodified and in full force and effect. The amended language of Subsection 2(b) shall read as follows:

"(b) This Agreement shall be effective as of September 27, 2020 and continue in effect until September 26, 2026. Except in the event of earlier termination as provided in this Agreement, this Agreement may be extended upon execution by both parties of an amendment to this Agreement."

2. Goals and Objectives. In performing her duties per the terms of the Agreement, Employee shall endeavor to achieve the Goals and Accomplishments presented to the Board concurrently with the approval of this Amendment No. 1, as such Goals and Accomplishments are revised and updated by the Board of Commissioners of HACSB from time-to-time. Said Goals and Accomplishments, as may be updated, shall be used by the Board of Commissioners to evaluate Employee's in future years of the Term of the Agreement.

3. Full Force and Effect. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1.

4. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

IN WITNESS WHEREOF, HACSB has caused this Amendment No. 1 to be signed and executed in its behalf by the Chairperson of the Board of Commissioners. It has also been executed by Employee.

HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO

EMPLOYEE

Tim Johnson, Chairman, Board of
Commissioners

Maria Razo

APPROVED AS TO LEGAL FORM:

Fred Galante, General Counsel

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

June 14, 2022

FROM

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

SUBJECT

Membership in the California Affordable Housing Agency Joint Powers Authority

RECOMMENDATION(S)

1. Adopt a Resolution No 152 to:
 - a. Authorize the Housing Authority of the County of San Bernardino to enter into a New Member Agreement with the California Affordable Housing Agency; and
 - b. Authorize the Executive Director of the Housing Authority of the County of San Bernardino, upon consultation with Legal Counsel, to make modifications, execute and deliver the California Affordable Housing Agency New Member Agreement, and any ancillary documents necessary to carry out and establish membership.
- (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 this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as there is no cost associated with becoming a member of the California Affordable Housing Agency (CalAHA), and there are no recurring membership dues required.

BACKGROUND INFORMATION

The California Affordable Housing Agency (CalAHA or agency) is a Joint Powers Authority (JPA) formed under Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) (as amended from time to time, the "JPA Law"). Member agencies, in this case housing authorities, collaborated to create a new public agency, separate and apart from the member entities. The purpose of the Agency is to "preserve and increase affordable housing assets through acquisition, development, rehabilitation and financing activities". All housing authorities in the State are eligible to join the Agency as full voting members subject to approval by the CalAHA Board of Directors. No debt, liability or obligation of the Agency is a debt, liability or obligation of a member, except as separately agreed to by a member.

The reason for creating CalAHA is a simple one, there is strength in numbers. What a small agency may not be able to do on its own, it may be able to accomplish through the resources of multiple members of CalAHA, and because its members are all established housing authorities, the Agency itself retains the powers granted under Housing Authorities Law (Health & Safety Code Section 34200, et al.). This means it may acquire, construct, manage and maintain real

property including, but not limited to, multifamily housing rental projects. Perhaps most important, it may issue revenue bonds or other forms of indebtedness, as provided by law. What this means, is that member agencies may enjoy an easier, safer access to the capital markets to be able to generate financing for housing development projects. Whereas a housing authority, small agency or member might be reluctant to issue bonds on its own due to the risk and expense, CalAHA may serve as a "conduit" issuer, thereby shielding the member from certain liabilities. Housing acquisitions may be "pooled" together across jurisdictions, and financed through a single bond issuance, thereby spreading out (reducing) the costs of issuance for the participating members.

There are no required dues for housing authorities wishing to become members of CalAHA. It is simply a tool available to members when pursuing real estate acquisitions. There are currently 19 California housing authorities (38 jurisdictions throughout California) who are members of CalAHA. Those members are: Housing Authority of the County of Butte, Stanislaus Regional Housing Authority, Imperial Valley Housing Authority, Area Housing Authority of the County of Ventura, Housing Authority of the County of San Joaquin, Housing Authority of Contra Costa County, Housing Authority of the City of Madera, Housing Authority of the County of Merced, Housing Authority of Kings County, Housing Authority of the City of Oxnard, Plumas County Community Development Commission, Regional Housing Authority (Yuba County), Housing Authority of the City of Richmond, Housing Authority of the County of Santa Clara, Housing Authority of the County of Santa Barbara, Housing Authority of the City of Santa Barbara, Housing Authority of the County of Tulare, Housing Authority of the City of Vallejo, Yolo County Housing Authority.

PROCUREMENT

Not Applicable

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 08, 2022.

HOUSING AUTHORITY RESOLUTION NO. 2022-152

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING MEMBERSHIP IN THE CALIFORNIA AFFORDABLE HOUSING AGENCY AND AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO A NEW MEMBER AGREEMENT

On Tuesday, _____, 20____, on motion of Commissioner _____, duly seconded by Commissioner _____ and carried, the following resolution is adopted by the Board of Commissioners of the Housing Authority of the County of San Bernardino.

WHEREAS, the California Affordable Housing Agency (the “Agency”) is a joint exercise of powers agency consisting of nineteen California housing authorities; and

WHEREAS, the Housing Authority of the County of San Bernardino, has the authorization and authority to operate within the Country of San Bernardino, California;

WHEREAS, a need has been demonstrated in the County of San Bernardino, California for the acquisition of additional housing units to provide decent, safe and sanitary housing; and

WHEREAS, the Housing Authority of the County of San Bernardino would like to obtain additional housing units through the use of bond financing, development consulting and other programs offered through the separate joint powers agency known as California Affordable Housing Agency; and

WHEREAS, the Agency is authorized by Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California, (the “Act”), to issue and sell its revenue bonds for the purpose of financing multifamily rental housing facilities located within the area of operation of the Agency; and

WHEREAS, pursuant to Section 34324 of the Act, the Agency may act within the jurisdiction of the Authority with respect to a project if the Authority and the Agency enter into a cooperative agreement to such effect;

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the County of San Bernardino as follows:

Section 1. The above recitals are true and correct, and the Board of Commissioners of the Housing Authority so finds and determines.

Section 2. The Board of Commissioners hereby approves membership in the California Affordable Housing Agency as a full participating member, with its Executive Director acting as its representative on the Board of Directors. The Executive Director of the Housing Authority of the County of San Bernardino (the Authorized Officer) is hereby authorized and directed, for and in the name of the Housing Authority, to enter into a New Member Agreement with the California Affordable Housing Agency and take any additional action necessary to carry out the terms of the New Member Agreement.

Section 3. The Authorized Officer, or her designee, is hereby designated to act on behalf of the Housing Authority of the County of San Bernardino as its representative to the Board of Directors of the California Affordable Housing Agency.

Section 4. The Authorized Officer is hereby authorized to sign and execute necessary and appropriate documents on behalf of the Housing Authority of the County of San Bernardino in the Authorized Officer's representative capacity.

Section 5. 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:

* * * * *

CALIFORNIA AFFORDABLE HOUSING AGENCY

NEW MEMBER AGREEMENT

WHEREAS, the Board of Commissioners of the of the Housing Authority of the County of San Bernadino has voted on its Resolution No. _____ dated _____ 2022 to join the California Affordable Housing Agency; and

WHEREAS, the Housing Authority of the County of San Bernadino appointed and authorized its Executive Director to act as its representative to the California Affordable Housing Agency Board of Directors and further authorized its Executive Director to execute the **NEW MEMBER AGREEMENT** of the California Affordable Housing Agency once the Agency has approved the membership of the Housing Authority of the County of San Bernadino; and,

WHEREAS, the Executive Committee of the Board of Directors of the California Affordable Housing Agency has approved, by adoption of Resolution No. 2022-____. the Housing Authority of the County of San Bernadino becoming a full voting and participating member of the California Affordable Housing Agency.

NOW THEREFORE, the Housing Authority of the County of San Bernadino hereby accepts membership in the California Affordable Housing Agency as a full participating member with its Executive Director acting as its representative on the Board of Directors.

The Housing Authority of the County of San Bernadino has read, approved and agrees to be bound by all of the terms and conditions of **JOINT POWERS AGREEMENT CREATING THE CALIFORNIA AFFORDABLE HOUSING AGENCY**, dated March 1, 2001 and as amended May 31, 2001 and January 9, 2006 and the Bylaws of the California Affordable Housing Agency. The Housing Authority of the County of San Bernadino further agrees to be bound to any modification, addition or deletion to the aforementioned **JOINT POWERS AGREEMENT** and/or Agency Bylaws.

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernadino hereby executed this **NEW MEMBER AGREEMENT** as of the day and year written below.

DATE: _____

Housing Authority of the County of San Bernadino

By _____
Executive Director

BYLAWS

OF THE

**CALIFORNIA AFFORDABLE
HOUSING AGENCY
(CalAHA)**

adopted

**May 31, 2001
Amended January 9, 2006**

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**BYLAWS
OF
CALIFORNIA AFFORDABLE
HOUSING AGENCY**

**ARTICLE I
NAME**

The name of this public entity is the "California Affordable Housing Agency" (CalAHA) (the "Agency").

**ARTICLE II
OFFICES**

1. Principal Office. The principal office for the transaction of the business of the Agency is located at 2039 Forest Avenue, Suite 10, Chico, CA 95928. The directors may change the principal office from one location to another. Any change of this location shall be noted by the Secretary on these Bylaws opposite this section, or this section may be amended to state the new location.

2. Other Offices. The Board of Directors may at any time establish branch or subordinate offices at any place or places.

**ARTICLE III
LIMITATION ON AGENCY**

The Agency's exercise of its power under the California Affordable Housing Agency Joint Powers Agreement (JPA) and these Bylaws shall be restricted to the extent required under California Government Code Section 6509. Housing Authority of the County of Butte is hereby designated pursuant to said Section 6509 regarding the manner in which the Agency exercises its powers. This designation may be changed by a two-thirds (2/3) vote of the Board provided that the designated agency must be a city or county housing authority in California.

**ARTICLE IV
MEMBER ENTITIES**

In addition to the original contracting parties to the JPA, any other housing authority established under California law, as defined in California Government Code Section 6500, which becomes a contracting party pursuant to the JPA, is a Member Entity. Any contracting party who withdraws or is expelled pursuant to these Bylaws shall cease to be a Member Entity.

ARTICLE V DEBTS AND LIABILITIES

The debts, liabilities and obligations of the Agency shall not be the debts, liabilities or obligations of any or all of the Member Entities.

ARTICLE VI DIRECTORS

1. Powers.

(a) General Powers. The business and affairs of the Agency shall be managed, and all powers shall be exercised, under the policy direction of the Board of Directors.

(b) Specific Powers. Without prejudice to these general powers, the directors shall also have the power to borrow money and incur indebtedness on behalf of the Agency and cause to be executed and delivered for the Agency's purposes, in the Agency's name, promissory notes, bonds, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities and certificates of participation.

(c) Financing Guidelines. The directors shall also have the power to establish guidelines for the types of project financings undertaken by the Agency. Once guidelines are established by the directors, any permanent changes thereto (i.e., those affecting all future transactions) shall require a two-thirds vote of the Board. Any changes, waivers or additions to said guidelines for one or more specific transactions which are not intended as permanent changes, however, shall require majority vote of the Board, unless otherwise specified in said guidelines.

2. Directors and Alternates.

An elected official, an appointed officer or an employee of each Member Entity and his/her designee(s) shall be the director and alternate director of the Board of Directors of the Agency.

3. Alternates.

Alternates may attend and participate in any meeting of the Board of Directors but may vote only if the director for whom the alternate serves is absent. Except as otherwise noted, all provisions of these Bylaws relating to directors shall also apply to alternates.

4. Vacancies.

(a) Events Causing Vacancy. A vacancy or vacancies in the Board of Directors shall be deemed to exist on the occurrence of the following: (i) the death of any director; (ii) the removal, dismissal or resignation or retirement of a director from

the position he/she held with the Member Entity at the time he/she became a director; (iii) the declaration by resolution of the Board of Directors of a vacancy of the office of a director who has been declared of unsound mind by an order of court or convicted of a felony; (iv) the increase in the authorized number of directors; (v) in the case of alternates, written notice delivered to the Secretary from the appointing director stating that the designation of the alternate has been revoked effective upon receipt, unless the notice specifies a later time.

(b) Resignations. No director may resign when the Agency would then be left without a director or directors in charge of its affairs.

(c) Vacancies. Any vacancy or vacancies shall be filled pursuant to Articles VIII and IX of the JPA.

(d) Reduction or Increase in Number of Directors. The authorized number of directors shall be reduced by one (1) for each contracting party who ceases to be a Member Entity pursuant to Article IV of these Bylaws. The authorized number of directors shall be increased by one (1) for each addition or reinstatement of a Member Entity.

5. Regular Meetings. Regular meetings of the Board of Directors shall be held pursuant to the JPA.

6. Special Meetings. Special meetings of the Board of Directors may be called at any time by the Chair or Vice-Chair of the Board or by three (3) Directors requesting such meeting in writing. Seven (7) days written notice of a special meeting shall be given to all Directors and to such other persons who requested in writing receipt of such notices. Written (7 days) notice may be dispensed with as to any Director who is actually present at the time the meeting convenes. The notice shall state the time and place of the meeting, and the business to be transacted; provided that, in the event of an emergency meeting, only the minimum notice requirements of the Ralph M. Brown Act must be met. Business transacted at a special meeting of the Board of Directors shall be limited to the items set forth in the notice of such meeting.

7. Quorum. A majority of the authorized number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, especially those provisions relating to (i) approval of contracts or transactions in which a director has a direct or indirect material financial interest, (ii) appointment of committees, and (iii) indemnification of directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting.

8. Rules of Order. The Board of Directors may adopt rules of order to govern the conduct and procedure of Directors' meeting.

9. Open Meetings. Meetings of the Board of Directors shall be open to the public as required by the provisions of the Ralph M. Brown Act and applicable case law.

10. Minutes. The Board of Directors shall keep or cause to be kept written minutes of its proceedings, except executive sessions.

11. Fees and Compensation of Directors. Directors and members of committees may receive such reimbursement of expenses as may be determined by resolution of the Board of Directors to be just and reasonable.

12. Delegation of Powers. The Board of Directors may delegate any of its powers.

ARTICLE VII COMMITTEES

1. Committees of Directors. The Board of Directors shall have the following standing committee: Executive Committee. Upon written notice after-the-fact, the Chair may designate one (1) or more ad hoc advisory committees, each consisting of two (2) or more directors or alternates, and any other persons appointed by the Chair, to be ratified by and serve at the pleasure of the Board, and to exercise such powers as may be delegated to it by the Chair, except that no committee may:

- (a) take any final action on matters which, under the JPA, requires approval of a majority or more of all the directors;
- (b) amend or repeal Bylaws or adopt new Bylaws;
- (c) amend or repeal any resolution of the Board of Directors;
- (d) appoint any other committees of the Board of Directors or the members of these committees; or
- (e) approve any transaction (1) to which the Agency is a party and one or more directors have a material financial interest as defined in the California Government Code; or (2) between the Agency and one or more of its directors or between the Agency or any person in which one or more of its directors have a material financial interest.

2. Meetings and Action of Committees. Meetings and action of committees shall be governed by, and held and taken in accordance with, the provisions of Article VI of these Bylaws, concerning meetings of directors, with such changes in the context of those Bylaws as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular meetings of committees may be determined either by resolution of the Board of Directors or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board of Directors or the committee seeking to meet. Notice of special meetings of committees shall also be given to any and all directors and alternates, who shall have the right to attend all meetings of the committee. Minutes shall be kept of each meeting of any committee and shall be filed with the Agency records.

3. Executive Committee. A standing committee comprised of not to exceed five members shall be charged with exercising all powers of the Board of Directors, except as otherwise prescribed in these Bylaws and the JPA, during times when the Board of Directors does not meet or is unable to convene a meeting. The Board shall, by majority vote, select up to five members of the Executive Committee.

ARTICLE VIII OFFICERS

1. Officers. The officers of the Agency shall be the Chair, Vice-Chair, Executive Director, Secretary and Treasurer. The Chair, Vice-Chair and Secretary shall be directors and shall be appointed to the Executive Committee by the Board of Directors. The Executive Director shall be hired by the Executive Committee of the Board of Directors. The Treasurer of the Agency shall be appointed by the Executive Committee. Any number of offices may be held by the same person, except that neither the Secretary nor the Treasurer may serve concurrently as either the Chair or Vice-Chair of the Board.

2. Election of Officers. At the first meeting of the Board of Directors, and as necessary thereafter, nominations for the offices of Chair and Vice-Chair, and Secretary shall be made and seconded by a director. If more than two (2) names are received in nomination for any one office, balloting shall occur until a nominee receives a majority of the votes cast; provided that after the first ballot the nominee receiving the fewest votes shall be dropped from the balloting. Each officer shall serve a one (1) year term. Any officer may succeed himself/herself and may serve any number of consecutive or non-consecutive terms.

3. Removal of Officers. An officer may be removed, with or without cause, by a majority vote of the Board of Directors at a regular or special meeting.

4. Vacancies. Any vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled for the balance of the vacated term in the manner prescribed in these Bylaws for regular appointments to that office; provided, however, that such vacancies may be filled at any regular or special meeting of the Board of Directors.

5. Resignation of Officers. In the absence of a contrary written agreement, any officer may resign at any time by giving written notice to the Executive Director or Secretary. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

6. Responsibilities of Officers.

(a) Chair of the Board. The Chair of the Board shall preside at meetings of the Board of Directors and the Executive Committee and exercise and perform such other powers and duties as may be from time to time assigned to him/her by the Board of Directors or prescribed by the Bylaws.

(b) Vice-Chair of the Board. The Vice-Chair of the Board shall fulfill all the duties of the Chair in his/her absence.

(c) Executive Director. Subject to such supervisory powers as may be given by the Board of Directors to the Chair of the Board, the Executive Director shall, subject to the control of the Board of Directors, generally supervise, direct, and control the business and the employees of the Agency. He or she shall have such other powers and duties as may be prescribed by the Board or the Bylaws.

(d) Secretary. The Secretary shall:

(i) Book of Minutes. Keep or cause to be kept, at the principal executive office or such other place as the Board of Directors may direct, a book of minutes of all meetings and actions of directors and committees of the Agency, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at such meetings and the proceedings of such meetings.

(ii) Notices and Other Duties. Give, or cause to be given, notice of all meetings of the Board of Directors and Committees of the Agency required by the Bylaws to be given. He or she shall have such other powers and perform such other duties as may be prescribed by the Board of Directors.

(e) Treasurer. The Treasurer shall attend to the following:

(i) Books of Account. The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and business transactions of the Agency, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any director at all reasonable times.

(ii) Deposit and Disbursement of Money and Valuables. The Treasurer shall deposit all money and other valuables in the name and to the credit of the Agency with such depositories as may be designated by the Board of Directors; shall disburse the funds of the Agency as may be ordered by the Board of Directors; shall render to the Directors, whenever they request it, an account of all of his/her transactions as Treasurer and of the financial condition of the Agency; and shall have other powers and perform such other duties as may be prescribed by the Board of Directors or the Bylaws.

(iii) Bond. If required by the Board of Directors, the Treasurer shall give the Agency a bond in the amount and with the surety or sureties specified by the Board for faithful performance of the duties of his/her office and for restoration to the Agency of all its books, papers, vouchers, money, and other property of every kind in his/her possession or under his/her control on his/her death, resignation, retirement, or removal from office.

7. Fees and Compensation. The officers may receive such reimbursement of expenses as may be determined by resolution of the Board of Directors to be just and reasonable.

ARTICLE IX MEMBER ENTITY INDEMNITY

Each member entity hereby agrees to indemnify and hold harmless all other member entities to the extent any liability is found or imposed against said member entity pursuant to California Government Code Section 895.2.

ARTICLE X OBLIGATIONS OF CONTRACTING PARTIES

1. Release and Indemnification. The Agency may require parties with whom it contracts for professional and other services to indemnify and save it, its members, and the Board members, officers and employees of each of the foregoing harmless from and against all claims, losses and damages, including legal fees and expenses, arising out of:

- (a) the use, maintenance, condition or management of, or from any work or thing done on a project by the contracting party (the "Contracting Party") or at its direction or request,
- (b) any breach or default on the part of the Contracting Party in the performance of any of its obligations under its agreement with the Agency,
- (c) any negligence of the Contracting Party or of any of its agents, contractors, servants, employees or licensees with respect to the project,
- (d) any negligence of any assignee of the Contracting Party or of any agents, contractors, servants, employees or licensees of any assignee of the Contracting Party with respect to the project, or
- (e) the acquisition, construction and installation of the project or the authorization of payment, of the costs of acquisition by the Contracting Party or authorization of payment of costs of repairs to the project.

No indemnification to the Agency or its members will be required to be made by the Contracting Party for willful misconduct, negligence, or breach of duty by the Agency, its members or their officers, agents, employees, successors or assigns.

2. Advisors. The Agency shall, at its discretion, hire advisors as it deems necessary to evaluate and advise it as to Projects proposed for financing including, but not limited to, the credit-worthiness of the Contracting Party, the appropriateness of the financing structure of the project and the risk involved with the project. Any and all such costs or fees shall be paid by

the Contracting Party whether or not the proposed financing is approved by the Agency or completed.

3. Payment of Costs and Expenses. Contracting Parties shall be required to pay any and all costs and expenses involved in or associated in any way with their particular financing transaction. This obligation shall survive termination of the Agency.

ARTICLE XI MEMBERSHIP

All city or county housing authorities in the State of California shall be eligible to join the Agency as Voting Members subject to the approval of the Board of Directors.

ARTICLE XII ADMISSION, WITHDRAWAL AND EXPULSION

1. Conditions for Admission of a New Member Entity. Each applicant for membership, in the Agency shall meet the following minimum qualifications:

(a) such new Member Entity shall be a city or county housing authority in the State of California;

(b) passed a resolution approving entry into the Agency designating its Board member and further authorizing the appointed Board member, or alternate, to execute the JPA once the Agency has approved membership;

(c) applied for and been approved by at least two-thirds (2/3) of the membership of the Board of Directors for admission to the Agency;

(d) Such new Member Entity shall have (1) duly executed the JPA and (2) acknowledged these Bylaws.

2. Conditions to Permitting Withdrawal of a Member Entity. A Member Entity may withdraw provided that the following conditions are satisfied:

(a) such Member Entity shall not be in default of any of its obligations to pay any extraordinary costs or fees assessed by the Board;

(b) not later than thirty (30) days immediately preceding the effective date of such withdrawal, such Member Entity shall have provided written notice to the Agency of its intent to withdraw;

(c) such withdrawal shall be effective on the first business day after the closing of the last transaction in which said Member Entity is involved; and

(d) at least two (2) Member Entities shall remain members of the Agency after such withdrawal. In the event fewer than two (2) Member Entities would remain in the Agency, said Member Entity may not withdraw until such time as all principal of and interest on any and all revenue bonds and other evidences of indebtedness issued by the Agency have been paid in full.

Notice to withdraw shall be revocable only at the option of the Agency.

Upon withdrawal of a Member Entity, such Member Entity shall not be entitled to a division or share of the assets of the Agency. A withdrawing Member Entity waives any right to receive any of the assets of the Agency.

3. Conditions to Permitting Expulsion of a Member Entity. The Agency may expel a Member Entity from the Authority subject to the following conditions:

(a) the Member Entity is in default under the terms of the JPA, these Bylaws, or the duly adopted rules and regulations of the Board of Directors; or has missed three (3) consecutive Board of Directors Meetings; and

(b) not later than the thirty (30) days immediately preceding the effective date of such expulsion, two-thirds (2/3) of the membership of the Board of Directors shall have consented to such expulsion by written consent filed with the Agency and written notice of such expulsion shall have been given to the Member Entity to be expelled.

Upon expulsion of a Member Entity, such Member Entity shall not be entitled to a division or share of the assets of the Agency. An expelled member entity waives any right to receive any of the assets of the Agency.

ARTICLE XIII FEES

1. Membership in Agency. No fees shall be assessed to join or continue membership in the Agency.

2. Extraordinary Costs. In the event the Agency incurs any extraordinary or unanticipated costs which are not Administrative Costs, including but not limited to legal fees and/or litigation expenses, the Member Entities shall be assessed a fee or fees on a pro rata basis as determined by the Board of Directors necessary to pay such extraordinary or unanticipated costs. This provision shall survive termination of the Agency and/or each member Entity's participation in it.

ARTICLE XIV ADMINISTRATOR

The Executive Director is hired and directed to serve as Administrator for the Agency. In the absence of an Executive Director, an interim Administrator may be designated by the Executive Committee of the Board of Directors to serve as interim Administrator. The Administrator, in addition to providing general administrative support for the Agency, shall also (i) locate multifamily rental projects for the Agency to purchase, (ii) recruit new members for the Agency, (iii) manage properties owned by the Agency, (iv) be responsible for all state and federal tax reporting for the Agency and (v) hire an independent contractor to assist the Administrator in carrying out and assisting with the Administrator's supportive functions.

ARTICLE XV PURCHASE OF INSURANCE

1. Purchase of Insurance. In conformance with the procedures and criteria developed by it, the Board of Directors shall cause the Agency to purchase commercial insurance or reinsurance or terminate commercial insurance or reinsurance upon a majority vote of the membership of the Board of Directors.

ARTICLE XVI EVENTS OF DEFAULT AND REMEDIES

1. Events of Default Defined. The following shall be "events of default" under the JPA and these Bylaws, and the terms "events of default" and "default" shall mean, whenever they are used in the JPA and these Bylaws, with respect to a Member Entity, any one or more of the following events:

(a) failure by such Member Entity to observe and perform any covenant, condition or agreement on its part to be observed or performed under the JPA or to comply with these Bylaws, other than as referred to in clause (b) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied has been given to such Member Entity by the Agency or the Secretary; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Agency, or the Secretary, as the case may be, shall not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Member Entity within the applicable period and diligently pursued until the default is corrected;

(b) non-payment of any fees assessed by the Board of Directors; or

(c) the filing by such Member Entity of a case in bankruptcy, or the subjection of any right or interest of such Member Entity under the JPA or these Bylaws to any execution, garnishment or attachment, or adjudication of such Member Entity as

a bankrupt, or assignment by such Member Entity for the benefit of creditors, or the entry by such Member Entity into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the Member Entity in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar act which may hereafter be enacted.

2. Remedies on Default.

(a) Whenever any event of default referred to in Section I of this Article shall have happened and be continuing, it shall be lawful for the Agency to exercise any and all remedies available pursuant to law or granted pursuant to the JPA and these Bylaws.

(b) In the event that the Agency elects to expel any defaulting Member Entity, subject to the conditions described and in the manner provided in Section 3 of Article XII of these Bylaws, the Member Entity nevertheless agrees to pay the Agency all costs, losses or damages arising or occurring as a result of such default and termination, and administrative and legal costs incurred in noticing the default and effecting the expulsion. No such expulsion shall be or become effective by operation of law or otherwise, unless and until the Agency shall have given written notice of such expulsion to the Member Entity; no such expulsion shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided; and no such expulsion shall terminate the obligation of the expelled Member Entity to pay any fees assessed prior to such expulsion.

3. No Remedy Exclusive. No remedy conferred herein upon or reserved to the Agency is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under the JPA or these Bylaws, now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Agency to exercise any remedy reserved to it in these Bylaws, it shall not be necessary to give any notice, other than such notice as may be required in these Bylaws or by law.

4. Agreement to Pay Attorneys' Fees and Expenses. In the event either the Agency or a Member Entity should be in default under any of the provisions of these Bylaws and the nondefaulting party should employ attorneys or incur other expenses for the collection of moneys or the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party, the defaulting party agrees that it will on demand therefor pay to the nondefaulting party the reasonable fees of such attorneys and such other expenses so incurred by the nondefaulting party.

5. No Additional Waiver Implied by One Waiver. In the event any agreement contained in the JPA and these Bylaws should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

ARTICLE XVII TERMINATION

1. Time of Termination. The Agency may be terminated upon the written consent of all of the Voting Member Entities if the effective termination date and such written consents are delivered to the Agency and the Secretary at least sixty (60) days prior to the effective termination date provided that all principal of and interest on any and all revenue bonds and other evidences of indebtedness issued by the Agency have been paid in full.

2. Continuing Obligations. After the termination date, the Agency shall continue to be obligated to pay, or cause to be paid any amounts due for winding up its affairs, including but not limited to any litigation costs and/or extraordinary costs associated with a financing transaction. After the effective termination date, each Member Entity has a continuing obligation to pay any fees assessed prior to the effective termination date.

3. Distribution of Assets. In the event any assets remain after winding up the affairs of the Agency, such sums shall be distributed as provided in the JPA.

ARTICLE XVIII AMENDMENTS

Subject to the limitations set forth below, the Board of Directors may adopt, amend or repeal Bylaws. Such power is subject to the following limitations:

(a) The Board of Directors may not amend a bylaw provision fixing the authorized number of directors or the minimum and maximum number of directors.

(b) If any provision of these Bylaws requires the vote of a larger proportion of the directors than a simple majority, such provision may not be altered, amended or repealed except by vote of such larger number of directors.

(c) The Board of Directors may not delete or amend Bylaw provisions requiring compliance with the JPA.

ARTICLE XIX RECORDS AND REPORTS

1. Maintenance of Authority Records. The Agency shall keep:

(a) Adequate and correct books and records of account;

(b) Minutes in written form of the proceedings of its Board, and committees of the Board.

All such records shall be kept at the Agency's principal executive office, or if its principal executive office is not in the State of California, at its principal business office in this state.

2. Inspection Rights.

(a) Any Member Entity may inspect the accounting books and records and minutes of the proceedings of the Board and committees of the Board, at any reasonable time, for a purpose reasonably related to such person's interest.

(b) Any inspection and copying under this section may be made in person or by an agent or attorney or the entity entitled thereto and the right of inspection includes the right to copy and make extracts.

3. Maintenance and Inspection of JPA and Bylaws. The Agency shall keep at its principal executive office the original or copy of the JPA and these Bylaws as amended to date, which shall be open to inspection by the Agency or any Member Entity at all reasonable times during office hours.

4. Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of every kind and the physical properties of the Agency. This inspection by a director may be made in person or by an agent or attorney, and the right of inspection includes the right to copy and make extracts of documents.

5. Annual Report.

(a) Not later than the April 1 after the close of the Agency's fiscal year, the Board shall cause an annual report prepared by a Certified Public Accountant to be sent to the governing body of each Member Entity.

(b) The report required by this section shall be accompanied by any report thereon of independent accountants, or, if there is no such report, by the certificate of an authorized officer of the Agency that such statements were prepared without audit from the books and records of the Agency.

6. Fiscal Year. The Agency's fiscal year shall be from January 1 to December 31.

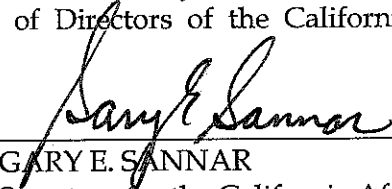
ARTICLE XX CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction and definitions in the California Civil Code shall govern the construction of these Bylaws. Without limiting the generality of the above, the term "person" includes both the Agency and a natural person and any capitalized term not defined in these Bylaws shall have the meaning ascribed to it in the JPA.

CERTIFICATE OF SECRETARY

I, the undersigned, certify that I am the presently appointed and acting Secretary of the California Affordable Housing Agency and that these amended Bylaws, consisting of 16 pages, including this page, were adopted by the Board of Directors of the California Affordable Housing Agency at its meeting on January 9, 2006.

Dated: January 9, 2006



GARY E. SANNAR
Secretary for the California Affordable
Housing Agency



CaliforniaAffordableHousingAgency

Member Agencies

Housing Authority of the County of Butte*
Stanislaus Regional Housing Authority*
Imperial Valley Housing Authority*
Area Housing Authority of the County of Ventura*
Housing Authority of the County of San Joaquin*
Housing Authority of Contra Costa County
Housing Authority of the City of Madera
Housing Authority of the County of Merced
Housing Authority of Kings County
Housing Authority of the City of Oxnard
Plumas County Community Development Commission
Regional Housing Authority (Yuba County)
Housing Authority of the City of Richmond
Housing Authority of the County of Santa Clara
Housing Authority of the County of Santa Barbara
Housing Authority of the City of Santa Barbara
Housing Authority of the County of Tulare
Housing Authority of the City of Vallejo
Yolo County Housing

***Executive Committee Members**

806 West 19th Street, Merced, CA 95340
(209) 384-0001



CaliforniaAffordableHousingAgency

Additional Jurisdictional Areas

<u>Area</u>	<u>Member</u>
Glen County	Butte
Tehama County	Plumas
Lassen County	Plumas
Sierra County	Plumas
Sutter County	Regional Housing Authority
Nevada	Regional Housing Authority
Colusa County	Regional Housing Authority
Alpine County	Stanislaus Regional
Amador County	Stanislaus Regional
Calaveras County	Stanislaus Regional
Tuolumne County	Stanislaus Regional
Mono County	Stanislaus Regional
Mariposa County	Stanislaus Regional
Inyo County	Stanislaus Regional
City of Riverbank	Stanislaus Regional
County of Madera	City of Madera

Limited Jurisdictional Areas

City of Roseville (TRIO Program)
Placer County (TRIO Program)
Fresno County (Hacienda Mirabella – Tax credit project)

806 West 19th Street, Merced, CA 95340
(209) 384-0001



The History of the California Affordable Housing Agency

The California Affordable Housing Agency (CalAHA or agency) is a Joint Powers Authority formed under Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) (as amended from time to time, the “JPA Law”). Member agencies, in this case housing authorities, collaborated to create a new public agency, separate and apart from the member entities. The purpose of the Agency is to “preserve and increase affordable housing assets through acquisition, development, rehabilitation and financing activities”. All housing authorities in the State are eligible to join the Agency as full voting members subject to approval by the Board of Directors. No debt, liability or obligation of the Agency is a debt, liability or obligation of a member, except as separately agreed to by a member.

The reason for creating CalAHA is a simple one, there is strength in numbers. What a small agency may not be able to do on its own, it may be able to accomplish through the resources of multiple members of CalAHA, and because its members are all established housing authorities, the Agency itself retains the powers granted under Housing Authorities Law (Health & Safety Code Section 34200, et al.). This means it may acquire, construct, manage and maintain real property including, but not limited to, multifamily housing rental projects. Perhaps most important, it may issue revenue bonds or other forms of indebtedness, as provided by law. What this means, is that member agencies may enjoy an easier, safer access to the capital markets to be able to generate financing for housing development projects. Whereas a housing authority, small agency or member might be reluctant to issue bonds on its own due to the risk and expense, CalAHA may serve as a “conduit” issuer, thereby shielding the member from certain liabilities. Housing acquisitions may be “pooled” together across jurisdictions, and financed through a single bond issuance, thereby spreading out (reducing) the costs of issuance for the participating members.

There are no required dues for housing authorities wishing to become members of CalAHA. It is simply a tool available to members when pursuing real estate acquisitions. Additionally, the Agency provides development services in the form of property negotiations, appraisals, physical and environmental inspections, feasibility analyses and performance preparation,

all at no cost to members seriously pursuing real estate acquisitions (these costs are fronted by the Agency and reimbursed out of proceeds of the eventual bond issuance). This can be of significant benefit to smaller agencies whose budgets do not allow for development costs (let alone development staffing). Finally, the housing authority bonds issued by CalAHA are not subject to the State mandated “cap” (they are not Private Activity Bonds). This equated to a virtually unlimited supply of funds (subject to the market for the sale of bonds) with which housing authorities can become strong players in the affordable housing development industry. Beginning in December 2018, CalAHA fortified its development services to members. We now offer, direct project support to include, initial feasibility models, determining working financing structures all the way through to complete construction/project management. All services are available and geared to each members agency needs.

There are currently 19 California housing authorities (38 jurisdictions throughout California) who are members of CalAHA.

CalAHA Development Activity Summary

Since December of 2018, CalAHA has been involved in a variety of development projects and related activity. In addition, CalAHA now offers factory direct purchase capability for factory built housing, modular or manufactured/HUD product. The projects/activities are listed below.

Edwards Estates: (Modesto CA) This development is a 33-unit subdivision of single-family homes. The homes will be made available for sale to moderate income community residents at below market pricing. CalAHA is participating by way of project management/coordination and the participation of the TRIO home buying program. AGENCY: Stanislaus Regional Housing Authority

Bentley Estates: (Waterford CA) This development is a 13-unit subdivision of single-family homes. Similar to Edwards Estates, these homes will be made available to moderate income community residents at below market pricing. The homes will also be marketed with TRIO as an option for purchasers. AGENCY: Stanislaus Regional Housing Authority

Foothill Terrace: (San Andreas CA) This development is 30 units, (1 bd, 1 bth.) of affordable workforce housing. The project is in response to the prior year's fires that removed 30% of the areas housing stock. The small home model community will be developed by placing factory-built housing on permanent foundations, coupled with appropriate site work and landscaping. AGENCY: Stanislaus Regional Housing Authority

1612: (Modesto CA) This project is a conversion of tired hotel housing into a two - fold development, HA new administrative offices and 150 units of workforce rental housing. AGENCY: Stanislaus Regional Housing Authority

Butte County Projects (Series 2020A Bonds - \$9,350,000): Through the California Affordable Housing Agency (issuer), the Housing Authority of the County of Butte refinanced six owned apartment projects totaling 146 units in order to finance current rehabilitation of the units and reserves sufficient to cover future upkeep and repairs of those units over the term of the bonds. This was a Standard & Poor's rated issuance which attracted both low bond interest rates and numerous institutional investors.

List of Current Bond Issuances

<u>Bond Issuances (nontax credit properties)</u>			Bond Amount Issued	Number of Units of Property
2004	Olive Tree	Olivehurst, CA	\$925,000	44
2007	Imperial Valley-Valley Apartments	Brawley, CA	\$5,000,000	105
2018	Court of Fountains Apartments (First issued in 2013)	Los Banos, CA	\$5,485,000	34

Tax Credit Projects

Bond Issuances			Bond Amount Issued	Number of Units of Property
2004	CBW Group - Colusa Ave	Chowchilla, CA	\$1,802,744	38
	CBW Group - Sunset Apts	Kerman, CA	\$1,275,000	36
	CBW Group - Lado Del Rio	Hollister, CA	\$2,660,856	42
2007	College Manor	Roseville, CA	\$1,800,000	32
2009	Crosswood Apts	Woodland, CA	\$2,865,000	48
2012	Transpacific Gardens Apts	Chico, CA	\$11,315,000	164
2013	Orange Tree Senior Apts	Oroville, CA	\$9,223,000	49
2018	Kings View Estates	Fresno, CA	\$9,250,000	115
2020	Butte County Bonds (six different complexes)	Butte County	\$9,350,000	146

CALIFORNIA AFFORDABLE HOUSING AGENCY

HISTORY OF TRANSACTIONS

<u>Year</u>	<u>Number of New Acquisition</u>	<u>Number of Units Added</u>	<u>Bond Amount Issued</u>	<u>Number of Units Defeased</u>	<u>Comments</u>
2001	2	285	\$24,870,000		<ul style="list-style-type: none"> - Imperial Valley Housing Authority Valley Apartments I-IV 105 units (\$4,450,000) - Vallejo Housing Authority Waterstone Apartments 180 units (\$20,420,000)
2002	0				
2003	5	748	\$47,000,000		<ul style="list-style-type: none"> - Merced Housing Authority Valley View Projects 73 units (\$3,385,000) - Sutter/Nevada Housing Authority/Kingwood 64 units (\$3,420,000) - City of Madera Housing Authority Projects 100 units (\$4,260,000) - Plumas Devonshire Community Valley/HT 110 units (\$935,000) - Richmond Housing Authority – Westridge 401 units (\$35,000,000)
2004	6	240	\$19,401,600		<ul style="list-style-type: none"> - CalAHA Olive Tree 44 units (\$925,000) - Oxnard/Santa Clara Cap Fund 0 units (\$10,310,000) - CBM Group Colusa Avenue Apt.

CALIFORNIA AFFORDABLE HOUSING AGENCY HISTORY OF TRANSACTIONS

<u>Year</u>	<u>Number of New Acquisitions</u>	<u>Number of Units Added</u>	<u>Bond Amount Issued</u>	<u>Number of Units Defeased</u>	<u>Comments</u>
					38 units (\$1,802,744) - Stanislaus Housing Authority – Valley Manor 48 units (\$1,900,000) - Sutter/Nevada Housing Authority – Butte View 32 units (\$810,000) - CBM Group Lado Del Rio 42 units (\$2,660,856)
2005	2	104	\$3,830,000		- Refinancing of Valley Heights Apartments (\$1,275,000) - Coldbrook – Walnut Apartments 56 units (\$2,100,000) Project sold in November 2021
2006	0			280	- Waterstone (Vallejo) defeased and sold - 2003 Madera Project defeased and refinanced
2007	2	202	\$10,610,000		- Refinance – Imperial Valley Housing Authority – Valley Apartments I-IV (\$5,000,000) - Merced Housing Authority Oak Terrace Apartments

CALIFORNIA AFFORDABLE HOUSING AGENCY

HISTORY OF TRANSACTIONS

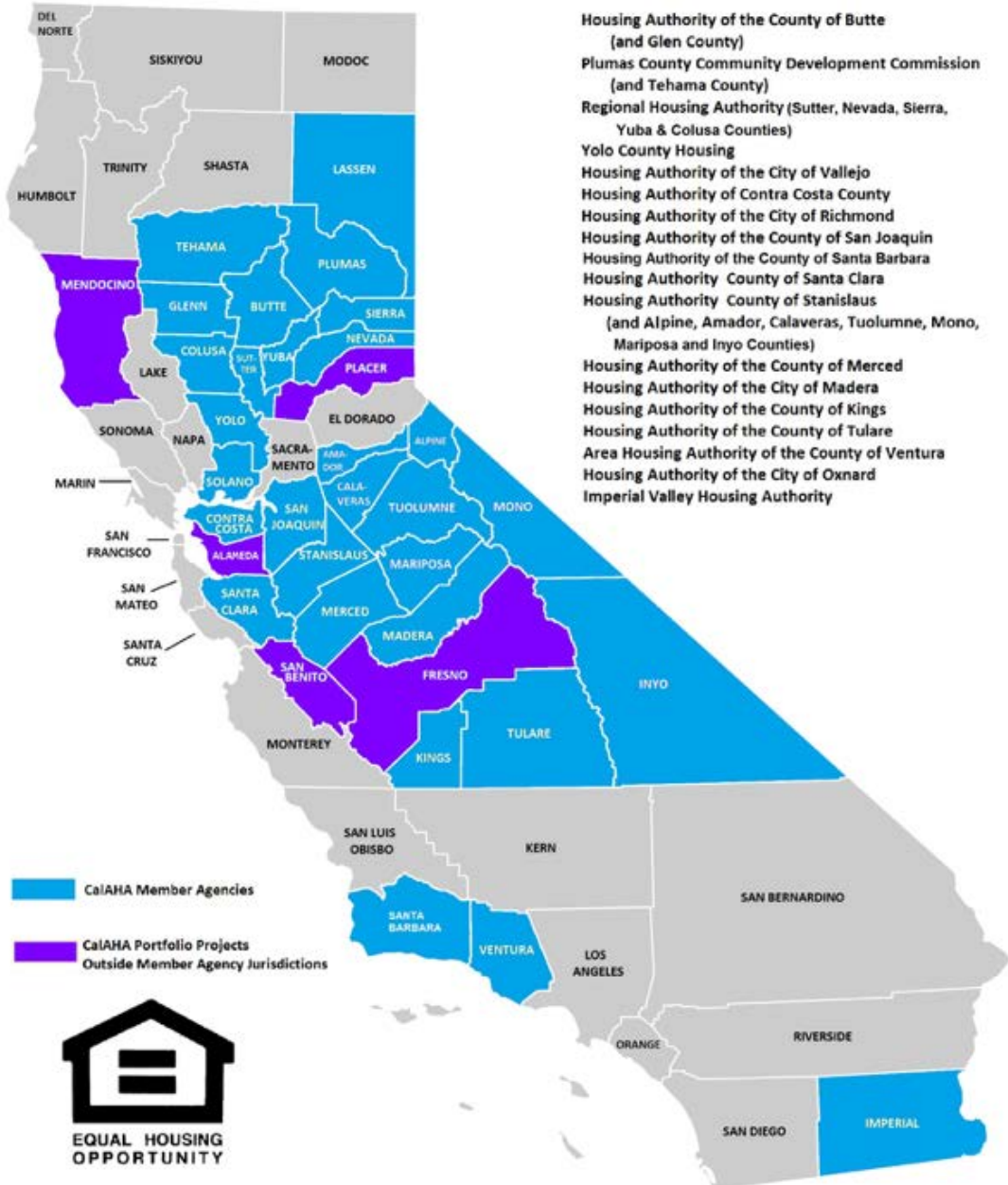
<u>Year</u>	<u>Number of New Acquisitions</u>	<u>Number of Units Added</u>	<u>Bond Amount Issued</u>	<u>Number of Units Defeased</u>	<u>Comments</u>
					65 units (\$3,810,000) - CVCAH Partnership – College Manor 32 units (\$1,800,000)
2008	0				
2009	1	48	\$2,865,000		- CalAHA – Crosswood Apartments 48 units (\$2,865,000)
2010	0				
2011	1	52	\$5,115,000		- Coldbrook – Village Park Apartments 52 units (\$5,115,000)
2012	1	164	\$11,315,000	48	- Dawson Holding – Trans Pacific Gardens Apartments

CALIFORNIA AFFORDABLE HOUSING AGENCY

HISTORY OF TRANSACTIONS

<u>Year</u>	<u>Number of New Acquisitions</u>	<u>Number of Units Added</u>	<u>Bond Amount Issued</u>	<u>Number of Units Defeased</u>	<u>Comments</u>
					164 units (\$11,315,000) - Crosswood Property sold to Yolo County Housing (CalAHA carryback amount \$311,000)
2013	4	151	\$18,655,000		- Coldbrook – Manchester Apartments 44 units (\$5,880,000) - Dawson Holdings – Gridley Springs Apartments 32 units (\$3,200,000) - Imperial Valley Housing Authority – Brawley Park Apartments 41 units (\$4,425,000) - CalAHA – Court of Fountains 34 units (\$5,150,000) PEP Housing- Orange Tree Senior Apts. 49 units (\$9,223,000)
2014	1	30	\$1,500,000	401	- Sutter/Nevada Housing Authority – Devonshire Apartments 30 units (\$1,500,000) - Refinance – Stanislaus Valley Apartments bond defeased and refinanced. - Defeased (sold) City of Richmond Housing Authority – Westridge at Hilltop- 401 units

CalAHA Member Agencies & Jurisdictions



State of California
Secretary of State



I, BRUCE McPHERSON, Secretary of State of the State of California, hereby certify:

That the attached transcript of 1 page(s) was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

OCT 10 2006

BRUCE McPHERSON
Secretary of State



State of California
Secretary of State

AMENDMENT TO A JOINT POWERS AGREEMENT
(Government Code Section 6503.5 or 6503.7)

FILE NO. 1528

FILED
In the office of the Secretary of State
of the State of California

OCT 10 2006

(Office Use Only)

Instructions:

1. Complete and mail to: Secretary of State, P.O. Box 942877,
Sacramento, CA 94277-0001 (916) 653-3984
2. Include filing fee of \$1.00.
3. Do not include attachments.

Date of filing initial notice with the Secretary of State: July 6, 2001

File number of initial notice: 1761

Name of Joint Powers agreement Joint Powers Agreement creating the
Affordable Housing Agency

Mailing Address: c/o Housing Authority of the County of Butte, 2039 Forest Avenue, Suite 10,
Chico, CA 95928

Complete one or more boxes below. The agreement has been amended to:

- [x] Change the parties to the agreement as follows: Authority, Consolidated Area Housing Authority
of Sutter County, Housing Authority of the City of Madera, Plumas County Community
Development Commission & Housing Authority, Housing Authority of the City of Oxnard,*
- [x] Change the name of the administering agency or entity as follows: California Affordable
Housing Agency
- [] Change the purpose of the agreement or the powers to be exercised as follows: _____
- [] Change the short title of the agreement as follows: _____
- [] Make other changes to the agreement as follows: * Housing Authority of the County of Santa
Clara, Housing Authority of the County of
Stanislaus and Housing Authority of the County of Tulare

October 5, 2006

Date

Signature

Julie A. Wunderlich, Esq., bond counsel
Typed Name and Title
Jones Hall, A Professional Law Corporation

JOINT POWERS AGREEMENT

CREATING THE

**CALIFORNIA AFFORDABLE HOUSING AGENCY
(CalAHA)**

**Dated
as of**

**March 1, 2001
Amended May 31, 2001
Amended January 9, 2006**

COUNCIL APPROVAL

DATE: 03/07/06 AGENDA # I-8

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CALIFORNIA AFFORDABLE HOUSING AGENCY JOINT POWERS AGREEMENT

This Agreement is made by and among the public entities listed in Appendix A ("Member Entities"), all of which are housing authorities organized and operating under the laws of the State of California and each of which is a public agency as defined in California Government Code Section 6500.

RECITALS

I. Government Code Sections 6500-6515, permitting two or more local public entities by agreement to jointly exercise any power common to them, authorizes the Member Entities to enter in this California Affordable Housing Agency Joint Powers Agreement ("Agreement").

II. Each Member Entity desires to join together with the other Member Entities for the primary purpose of maintaining and increasing the supply of affordable housing within the jurisdiction of the Member Entities, including by owning such housing or by financing such housing through the issuance of tax-exempt bonds.

III. The governing board of each Member Entity has determined that it is in the Member Entity's best interest and in the public interest that this Agreement be executed and that it is participating as a member of the public entity created by this Agreement.

Now therefore, the Member Entities, by, between and among themselves, in consideration of the mutual benefits, promises and agreements set forth below, hereby agree as follows:

ARTICLE I

CREATION OF THE CALIFORNIA AFFORDABLE HOUSING AGENCY

Pursuant to Chapter 5, Division 7, Title 1 of the Government Code of the State of California (commencing with Section 6500) (as amended from time to time, the "JPA Law"), the Member Entities create a public agency, separate and apart from the Member Entities to be known as the California Affordable Housing Agency (CaLAHA)(the "Agency"). Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of the Agency shall not constitute debts, liabilities, or obligations of any party to this Agreement. A Member Entity may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Agency. The JPA shall require indemnification on behalf of itself and its members as determined by its Board of Directors from other entities with which it enters into agreements. For purposes of, and to the extent required by, Government Code Section 6509, in exercising its powers the Agency shall be subject to the restrictions upon the manner of exercising the powers of the Member Entity specified in the Bylaws, except as otherwise authorized or permitted by the JPA Law.

ARTICLE II

PURPOSES

This Agreement is entered into by Member Entities under the JPA Law in order to preserve and increase affordable housing assets through acquisition, development, rehabilitation and financing and administrative activities, which constitute the proper exercise of the power granted under Article VI of this Agreement.

ARTICLE III

DEFINITIONS

In this Agreement unless the context otherwise requires:

"Administrator" means, the Executive Director, or in the Executive Director's absence, whomever is designated by the Executive Committee of the Board of Directors.

"Administrative Cost" means the amount, if any, charged to each Member Entity by the Agency for the Agency's general operating costs and expenses.

"Agency" shall mean the California Affordable Housing Agency (CalAHA).

"Board" or "Board of Directors" is the governing body of the Agency constituted as set forth in Article IX of this Agreement.

"Bylaws" means the bylaws adopted by the Board of the Agency, as amended from time to time.

"JPA Law" shall mean Chapter 5 of Division 7 of Title 1 (commencing with Section 6500) of the California Government Code, as amended from time to time.

"Member Entity" includes each public agency (as defined in Section 6500 of the JPA Law) which is a party to this Agreement.

ARTICLE IV

PARTIES TO AGREEMENT

Each Member Entity certifies that it intends to and does contract with every other Member Entity which is a signatory to this Agreement and, in addition, with such other Member Entity as may later be added as a Member Entity under ARTICLE XVIII. Each Member Entity also certifies that the deletion of any Member Entity from this Agreement does not affect this Agreement nor each Member Entity's intent to contract with the Member Entities then remaining.

ARTICLE V

TERM OF AGREEMENT

This Agreement shall become effective as of March 1, 2001, and continues in full force until terminated in accordance with ARTICLE XXI.

ARTICLE VI

POWERS OF THE AGENCY

The Agency through its Board of Directors or, as provided herein, its Executive Committee, is authorized, in its own name, to do all acts necessary to fulfill the purposes of this Agreement referred to in ARTICLE II including, but not limited to, each of the following:

- A. Make and enter into contracts;
- B. Incur debts, liabilities and obligations; provided that no debt liability or obligation of the Agency shall be a debt, liability or obligation of a Member Entity except as separately agreed to by a Member Entity;
- C. Acquire, hold or sell or otherwise dispose of real and personal property by appropriate means including, if necessary and advisable, eminent domain;
- D. Receive contributions and donations of property, funds, services and other forms of assistance from any source;
- E. Sue and be sued in its own name;
- F. Employ agents and employees;
- G. Acquire, construct, manage and maintain real property including, but not limited to, multifamily housing rental projects;
- H. Lease real or personal property as lessee and as lessor;
- I. Receive, collect, invest and disburse monies;
- J. Issue revenue bonds or other forms of indebtedness, as provided by law;
- K. Carry out other duties as required to accomplish other responsibilities as set forth in this Agreement;
- L. Assign, delegate or contract with a Member Entity or third party to perform any of the duties of the Board; and

M. Exercise all other powers necessary and proper to carry out the provisions of this Agreement.

N. To facilitate the financing of individual projects of any Member Entities, as provided by law.

These powers shall be exercised in the manner provided by applicable law and as expressly set forth in this Agreement.

ARTICLE VII

MEMBER ENTITY RESPONSIBILITIES

Each Member Entity shall have only the obligations and responsibilities set forth in this Agreement and the Bylaws.

ARTICLE VIII

MEMBERSHIP

All housing authorities in the State shall be eligible to join the Agency as full voting Member Entities subject to the approval of the Board of Directors.

ARTICLE IX

BOARD OF DIRECTORS

There shall be a Board of Directors to govern the affairs of the Agency. The Board shall be comprised of one director, and up to two alternate directors, from each Member Entity. Each director shall have one vote. One alternate director may cast a vote as a member of the Board of Directors only in the absence of the director. Each director shall be an elected official, an appointed officer or an employee of the Member Entity. Each director shall be designated by the governing board of the respective Member Entity. The alternate directors shall be appointed by the director.

Directors and alternate directors are not entitled to compensation. The Board may authorize reimbursement of expenses incurred by directors or alternate directors.

The powers of the Board are each of the powers of the Agency not specifically reserved to the Member Entities by this Agreement.

The Member Entities retain the following powers:

A. The designation of the Board of Directors as specified in ARTICLE IX; and

- B. Approval of an amendment to this Agreement as specified in ARTICLE XXIV.

ARTICLE X

COMMITTEES

Executive Committee. The Board shall create an Executive Committee comprised of not to exceed five members, whom shall be selected by the Board as provided in the Bylaws. The Board may delegate one or more of its powers to the Executive Committee. It is the intention of the Member Entities that the Executive Committee, together with the Administrator, shall be primarily responsible for the affairs of the Agency, as provided in the Bylaws.

Other Committees. The Board may create other committees, as desired, pursuant to the requirements of the Bylaws.

ARTICLE XI

BOARD AND COMMITTEE MEETINGS

The Board shall hold at least one regular meeting each year, at which time the Board shall elect its officers as appropriate to comply with ARTICLE XII. The Board shall fix the date, hour and place at which each regular meeting is to be held. Unless otherwise directed by the Board or otherwise required by law, each Board meeting shall be held in the City and County of San Francisco. The Chair presides at all meetings. A special meeting may be called upon written request by the Chair or at least one third of the Member Entities.

Each regular, adjourned regular, and special meeting of the Board and all committees shall be called, noticed, held and conducted in accordance with the Ralph M. Brown Act (Sections 54950, et seq. of the Government Code).

The Secretary shall keep or have kept minutes of each regular meeting of the Board and each committee. As soon as possible after each meeting, the Secretary shall have a copy of those minutes forwarded to each member of the Board and relevant committee.

As soon as practicable after the first meeting of the Board or within such time as fixed or extended by the Board, the Board shall approve the Agency Bylaws and administrative policies and procedures for the transaction of its business to govern the day-to-day operations of the Agency. The adoption of Agency Bylaws and administrative policies and procedures requires a vote of two-thirds (2/3) of all Member Entities.

No business may be transacted by the Board without a quorum of members of the Board being present except that less than a quorum may adjourn from time to time. A quorum consists of a majority of the members of the Board.

ARTICLE XII OFFICERS AND EMPLOYEES

The Officers of the Agency are the Chair, Vice-Chair, Executive Director, Treasurer and Secretary.

The officers shall be elected or appointed by the Board at its first meeting. The term of office for Chair, Vice-Chair and Secretary is one year. The Executive Director and Treasurer shall serve as set forth in the Bylaws. The duties of the officers shall be as provided in the Bylaws. The officers shall assume the duties of their offices upon formation of the authority or as appropriate. If either the Chair, Vice-Chair or Secretary ceases to be a member of the Board, the resulting vacancy shall be filled at the next regular meeting of the Board held after the vacancy occurs.

To the extent permitted by law, the Board may authorize compensation for its directors, officers, staff and consultants, and may also authorize reimbursement of expenses incurred by directors, officers and staff and consultants.

The Board may appoint such officers and employees and may contract with such persons or firms as it considers necessary to carry out the purposes of this Agreement.

The Administrator is hereby designated to act as the administrative agent for the Agency.

ARTICLE XIII FISCAL YEAR

The first fiscal year of the Agency is the period from the date of this Agreement through December 31, 2001. Each subsequent fiscal year of the Agency shall end on December 31.

ARTICLE XIV BUDGET

The Board shall adopt an annual budget not later than sixty (60) days before the beginning of each fiscal year.

ARTICLE XV ANNUAL AUDIT AND AUDIT REPORTS

The Treasurer shall cause an annual financial audit to be made by an independent certified public accountant with respect to all Agency receipts, disbursements, other transactions and entries into the books. A report of the financial audit shall be filed as a public record with each Member Entity. The audit shall be filed no later than required by State law. The Agency shall pay the cost of the financial audit and charge the cost against the Member Entities in the same manner as other administrative costs.

ARTICLE XVI ESTABLISHMENT AND ADMINISTRATION OF FUNDS

The Agency is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the establishment and administration of funds, particularly Section 6505 of the California Government Code.

The funds shall be accounted for on a the basis of generally accepted accounting principles.

The Treasurer shall receive, invest, and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law. The Agency shall require the Treasurer to procure errors and omissions insurance or a fidelity bond.

ARTICLE XVII ADMINISTRATIVE COST

The Board may establish the Administrative Costs of the Agency, if any, for each fiscal year and may approve a formula for allocating these Administrative Costs among Member Entities for each fiscal year. The Board may in its discretion impose fees in connection with financings, which fees will be applied against Administrative Costs of the Member Entities in the manner the Board shall determine proper.

ARTICLE XVIII NEW MEMBERS

A new public entity may be admitted as a Member Entity only upon a majority vote of the Board of Directors taking into account only those directors voting on such matter.

Each applicant for membership shall pay all fees and expenses set by the Board.

ARTICLE XIX WITHDRAWAL

Member Entities may withdraw at any time on thirty (30) days written notice subject to the following exceptions:

- 1) the restrictions of Article XXI; and
- 2) a Member Entity may not withdraw prior to the closing of a financing for which it has provided authorization as set forth in the Bylaws.

ARTICLE XX EXPULSION

Subject to the restrictions of Article XXI, the Agency may expel a Member Entity from the Agency by a two-thirds (2/3) vote of the Board of Directors for a breach of this Agreement or the Bylaws determined by the Board to be a material breach. The procedure for hearing and notice of expulsion of a Member Entity shall be as provided in the Bylaws.

ARTICLE XXI TERMINATION AND DISTRIBUTION

This Agreement shall continue until terminated. However, it cannot be terminated until such time as all principal of and interest on revenue bonds and other evidences of indebtedness issued by the Agency shall have been paid in full. Thereafter, this Agreement may be terminated by the written consent of two-thirds of the Member Entities; provided, however, that this Agreement and the Agency shall continue to exist after termination for the purpose of disposing of all claims, distribution of assets and all other functions necessary to conclude the obligations and affairs of the Agency.

After completion of the Agency's purposes, any surplus money on deposit in any fund or account of the Agency shall be returned in proportion to the contributions made as required by Section 6512 of the California Government Code. The Board is vested with all powers of the Agency for the purpose of concluding and dissolving the business affairs of the Agency.

ARTICLE XXII NOTICES

Notices to each Member Entity under this Agreement are sufficient if mailed to its respective address on file with the Agency.

**ARTICLE XXIII
PROHIBITION AGAINST ASSIGNMENT**

No Member Entity may assign a right, claim, or interest it may have under this Agreement. No creditor, assignee or third party beneficiary of a Member Entity has a right, claim or title to any part, share, interest, fund or asset of the Agency.

**ARTICLE XXIV
AMENDMENTS**

This Agreement may be amended by a unanimous vote of the Member Entities of the Agency acting through their governing bodies. A proposed amendment must be submitted to each Member Entity at least thirty (30) days in advance of the date when the Member Entity considers it. An amendment is to be effective immediately unless otherwise designated. Appendix A to the Agreement may be amended to correctly list current Member Entities without separate action by the Member Entities or the Board.

**ARTICLE XXV
SEVERABILITY**

If a portion, term, condition or provision of this Agreement is determined by a court to be illegal or in conflict with a law of the State of California, or is otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions is not affected.

**ARTICLE XXVI
LIABILITY OF THE AGENCY**

Subject to limitations thereon contained in any trust agreement or other documents pursuant to which financings of the Agency are implemented, funds of the Agency may be used to defend, indemnify, and hold harmless the Agency, any Member Entity, any member of the Board and any administrator, employee, consultant, attorney or officer of the Agency for their actions taken within the scope of their duties while acting on behalf of the Agency.

**ARTICLE XXVII
ARBITRATION**

Any controversy between any of the parties to this Agreement regarding the construction or application of this agreement, and any claim arising out of this Agreement or its breach by any party hereto, shall be submitted to binding arbitration upon the written request of one party after service of that request on the other parties. The arbitrator shall be selected from the Merced County Superior Court Arbitration Panel, or by other mutual agreement of the parties. In the event that the parties cannot agree to an arbitrator, any party may petition the Merced County Superior Court for appointment of an arbitrator. Any such binding arbitration

shall be in accordance with the provisions of the California Arbitration Act (Code of Civil Procedure Sections 1280-1294.2).

**ARTICLE XXVIII
AGREEMENT COMPLETE**

The foregoing constitutes the full and complete Agreement of the Member Entities. There are no oral understandings or agreements not set forth in writing herein.

**ARTICLE XXIX
GOVERNING LAW**

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

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

Dated: January 9, 20006

**HOUSING AUTHORITY OF THE COUNTY
OF BUTTE**

By: _____
Name: Gary E. Sannar
Title: Executive Director

**HOUSING AUTHORITY OF THE
COUNTY OF MERCED**

By: _____
Name: Nicholas Benjamin
Title: Executive Director

**AREA HOUSING AUTHORITY OF THE
COUNTY OF VENTURA**

By: _____
Name: Douglas A. Tapking
Title: Executive Director

Arbitration Panel, or by other mutual agreement of the parties. In the event that the parties cannot agree to an arbitrator, any party may petition the Merced County Superior Court for appointment of an arbitrator. Any such binding arbitration shall be in accordance with the provisions of the California Arbitration Act (Code of Civil Procedure Sections 1280-1294.2).

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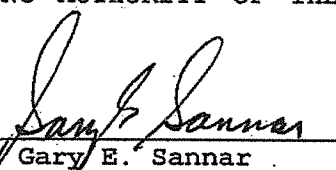
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Title: Executive Director

HOUSING AUTHORITY OF THE COUNTY OF
MERCED

By: _____
Name: Nicholas Benjamin
Title: Executive Director

AREA HOUSING AUTHORITY OF THE COUNTY
OF VENTURA

By: _____
Name: Douglas A. Tapking

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Name: Nicholas Benjamin

Title: Executive Director

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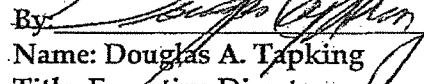
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COUNTY OF MERCED**

By: _____
Name: Nicholas Benjamin
Title: Executive Director

**AREA HOUSING AUTHORITY OF THE
COUNTY OF VENTURA**

By: 
Name: Douglas A. Tapking
Title: Executive Director

IMPERIAL VALLEY HOUSING AUTHORITY

By: Andrea Roark
Name: Andrea Roark
Title: Executive Director

HOUSING AUTHORITY OF THE CITY OF
VALLEJO

By: _____
Name: Laura Simpson
Title: Housing and Community Development
Manager

CITY OF RICHMOND HOUSING
AUTHORITY

By: _____
Name: Timothy Jones
Title: Executive Director

CONSOLIDATED AREA HOUSING
AUTHORITY OF SUTTER COUNTY

By: _____
Name: Edward Baker
Title: Executive Director

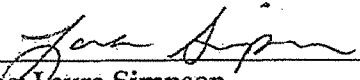
HOUSING AUTHORITY OF THE CITY OF
MADERA

By: _____
Name: Christine Richard
Title: Executive Director

IMPERIAL VALLEY HOUSING AUTHORITY

By: _____
Name: Andrea Roark
Title: Executive Director

HOUSING AUTHORITY OF THE CITY OF
VALLEJO

By: 
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MADERA

By: _____

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Title: Executive Director

Name: Douglas A. Tapking
Title: Executive Director
IMPERIAL VALLEY HOUSING AUTHORITY

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Name: Andrea Roark
Title: Executive Director

HOUSING AUTHORITY OF THE CITY OF
VALLEJO

By: _____
Name: Laura Simpson
Title: Housing and Community Development
Manager

CITY OF RICHMOND HOUSING
AUTHORITY

By: _____
Name: Timothy Jones
Title: Executive Director

CONSOLIDATED AREA HOUSING
AUTHORITY OF SUTTER COUNTY

By: Edward Baker
Name: Edward Baker
Title: Executive Director

HOUSING AUTHORITY OF THE CITY OF
MADERA

By: _____

IMPERIAL VALLEY HOUSING AUTHORITY

By: _____
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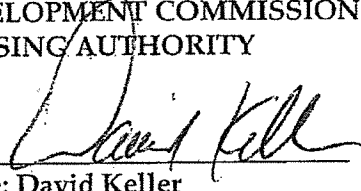
CONSOLIDATED AREA HOUSING
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Title: Executive Director

HOUSING AUTHORITY OF THE CITY OF
MADERA

By: Christine Richard
Name: Christine Richard
Title: Executive Director

PLUMAS COUNTY COMMUNITY
DEVELOPMENT COMMISSION &
HOUSING AUTHORITY

By: 
Name: David Keller
Title: Executive Director

HOUSING AUTHORITY OF THE CITY OF
OXNARD

By: _____
Name: Edmund F. Sotelo
Title: Executive Director

HOUSING AUTHORITY OF THE COUNTY
OF SANTA CLARA

By: _____
Name: Alex Sanchez
Title: Executive Director

HOUSING AUTHORITY OF THE COUNTY
OF STANISLAUS

By: _____
Name: A.R. Chubon
Title: Executive Director

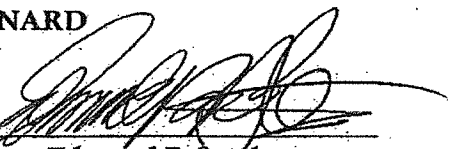
HOUSING AUTHORITY OF THE COUNTY
OF TULARE

By: _____
Name: Tim Sciacqua
Title: Executive Director

**PLUMAS COUNTY COMMUNITY
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HOUSING AUTHORITY**

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Name: David Keller
Title: Executive Director

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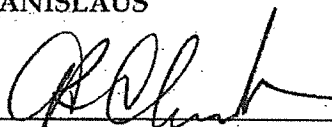
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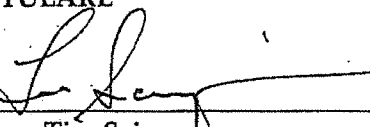
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Title: Executive Director

**HOUSING AUTHORITY OF THE COUNTY
OF TULARE**

By:  _____
Name: Tim Sciacqua
Title: Executive Director

APPENDIX A

MEMBER ENTITIES

(Amended-January 9, 2006.)

Housing Authority of the County of Butte
Housing Authority of the County of Merced
Area Housing Authority of the County of Ventura
Imperial Valley Housing Authority
Housing Authority of the City of Vallejo
City of Richmond Housing Authority
Consolidated Area Housing Authority of Sutter County
Housing Authority of the City of Madera
Plumas County Community Development Commission & Housing Authority
Housing Authority of the City of Oxnard
Housing Authority of the County of Santa Clara
Housing Authority of the County of Stanislaus
Housing Authority of the County of Tulare

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

June 14, 2022

FROM

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

SUBJECT

First Amendment to Loan Forgiveness Agreement with Knowledge and Education for Your Success

RECOMMENDATION(S)

1. Approve a First Amendment to Loan Forgiveness Agreement with Knowledge and Education for Your Success for the entirety of the loan amount of \$17,506.17.
2. Authorize and direct the Executive Director to execute and deliver the Amendment 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.

On October 12, 2021, (Item No. 12) HACSB's Board of Commissioners (Board) approved the third amendment to the promissory note with KEYS. The third amendment extended 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 is being requested in this item.

On November 9, 2021, (Item No. 12) HACSB's Board approved a Loan Forgiveness Agreement with Knowledge and Education for Your Success for the entirety of the loan amount of \$270,000. In December 2021, as part of the reclassification due diligence process, the original loan agreement along with the two amendments were reviewed in consultation with the HACSB Finance Manager. In further reviewing the services provided by KEYS, the parties acknowledge that they entered into a Second Amendment to the Original Note in December 2015 ("Second Amendment") pursuant to which an additional \$17,506.17 was provided by HACSB to KEYS for support in the administering and implementation of several of HACSB's Moving to Work Plan activities. The amount reflected in said Second Amendment was not included in the Loan Forgiveness Agreement approved by the Board on November 9, 2021. As such, it is requested that the Loan Forgiveness Agreement be amended to include the additional amount reflected in the Second Amendment. Approval of this item would reclassify the remaining \$17,506.17 principal amount of the loan as a one-time grant to KEYS.

The loan to KEYS envisioned that KEYS would seek funding for repayment and, if not feasible, that the parties recognized that the services to be provided by KEYS would nevertheless provide value to HACSB. Indeed, since 2013 when the original promissory note was approved, KEYS has provided invaluable services to support the mission and purpose of HACSB by providing the case management services to the individuals as described above, counseling services to families in need, rapid rehousing services to veterans, and at one time, provision of supportive service activities for the Term-Limited Lease Assistance and the Pilot Work Requirement programs.

As such, HACSB has received significant benefits from the various in-kind services provided by KEYS throughout the term of the promissory note. The forgiveness of the loan is therefore appropriate and serves a valid public purpose for the reasons stated herein.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 27, 2022.

FIRST AMENDMENT TO LOAN FORGIVENESS AGREEMENT

THIS FIRST AMENDMENT LOAN FORGIVENESS AGREEMENT ("**Agreement**") is dated June 14, 2022 and is between the HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO a public body corporate and politic organized under the laws of California ("**HACSB**") and Knowledge & Education for Your Success, Inc., a California non-profit corporation ("**KEYS**"). The Authority and KEYS are jointly referred to herein as the "**Parties**" and individually referred to herein as a "**Party**."

RECITALS

A. HACSB and KEYS entered into a Promissory Note Including Agreement Regarding Use of Loan Funds ("**Original Note**"), effective on October 1, 2013, evidencing the loan from HACSB to KEYS for \$250,000 and requiring full repayment by October 1, 2018 ("**Loan**").

B. The Original Note was amended on January 20, 2015, increasing the loan amount by \$20,000, for a total loan amount of \$270,000 ("**Loan Amount**"), and then again on December 11, 2018, to extend the repayment term until September 30, 2021 and then again on October 12, 2021 to retroactively extend the repayment term until January 1, 2022. The amendments together with the Original Note are hereby referred to as the "**Promissory Note**".

C. On November 9, 2021, (Item No. 12) HACSB's Board approved a Loan Forgiveness Agreement ("**Agreement**") with Knowledge and Education for Your Success for the entirety of the loan amount of \$270,000.

D. In further reviewing the services provided by KEYS, the parties acknowledge that they entered into a Second Amendment to the Original Note in December 2015 ("**Second Amendment**") pursuant to which an additional \$17,506.17 was provided by HACSB to KEYS for support in the administering and implementation of several of HACSB's Moving to Work Plan activities. The amount reflected in said Second Amendment was not included in the Agreement approved by the Board on November 9, 2021.

E. The HACSB Board of Commissioners finds that KEYS has engaged in a concerted and continuous good faith effort to secure funding to repay the Loan. KEYS has submitted funding applications with various potential sources to secure the funds, but has faced a significant challenge to secure unrestricted funds for the purpose of repaying the Loan. KEYS has nevertheless committed to HACSB by way of its May 11, 2022 letter to HACSB to maintain its affiliation partnership with the HACSB by continuing to provide in kind services to individuals within the jurisdiction of the HACSB and that benefit the functions of the HACSB.

F. The parties now wish to amend the Agreement by this Amendment to document the forgiveness of the additional amounts provided under the Second Amendment in exchange for the aforementioned services and commitments from KEYS.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Authority and KEYS hereby agree as follows:

AGREEMENT

1. **Debt Forgiveness.** Section 1 of the Agreement, entitled "Debt Forgiveness", shall be amended in its entirety to increase the forgiveness of the Loan Amount by an additional \$17,506.17 to read as follows:

"1. Debt Forgiveness. The HACSB Board of Commissioners finds that the above recitals are true and correct. In light of the HACSB Board of Commissioner's finding that KEYS has engaged in continuous good faith efforts to secure funding to repay the Loan, the HACSB hereby agrees to waive and forgive the Loan Amount, including the amount of the Second Amendment, in its entirety for a total loan forgiveness of \$287,506.17 and that the Promissory Note shall be terminated and of no further force or effect."

2. Full Force and Effect. Except as amended hereby, all other terms and conditions of the Agreement remain in full force and effect.

3. Further Documents. The Parties each agree to execute such further instruments and to take such further actions as may be reasonably necessary or desirable in order to implement the provisions of this Agreement.

4. Counterpart Execution. This Agreement may be executed in counterparts, each of which shall be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

KEYS:

Knowledge & Education for Your Success,
Inc., a California non-profit corporation

By: _____
Title: _____

By: _____
Title: _____

HACSB:

HOUSING AUTHORITY OF THE COUNTY
OF SAN BERNARDINO, a public agency,
corporate and politic

By: _____
Maria Razo, Executive Director

ATTEST:

By: _____
Secretary

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



May 11, 2022

Dear Mr. Johnson,

It is with great appreciation for the Housing Authority of the County of San Bernardino's (HACSB) Board of Commissioners that I submit this letter on behalf of Knowledge, Education for Your Success, Inc. (KEYS). The purpose of this letter is to express our gratitude for the actions taken by the HACSB Board of Commissioners during the November 2021 HACSB Board of Commissioners meeting to grant our request to reclassify an initial loan issued to KEYS for startup capital to a onetime grant totaling \$270,000. Following this approval from the November 2021 HACSB Commissioner meeting the HACSB reported that the total value of the loan was \$287,506.17 and not the \$270,000 figure report to KEYS for the November 2021 request. We ask that the HACSB Board of Commissioners include the additional \$17,506.17 remaining in the loan as part of the original reclassification.

Background: There was a Promissory Note Including Agreement Regarding Use of Loan Funds, which existed between the Housing Authority of the County of San Bernardino and Knowledge, Education for Your Success, Inc. (KEYS). In summary, an initial loan was issued for startup capital in the amount of \$270,000. Last Fall, the KEYS Board of Directors reached out to the HACSB Board to consider converting the loan to a one-time grant, paid in full. This request was based on the fulfillment of Section 4 of the promissory note. In response to this request, the HACSB Board granted the request, in part due to KEYS ability to demonstrate fiscal responsibility and the added benefits that HACSB has realized because of the work KEYS accomplished within the SSFV program since 2014 through the grant year 2021. KEYS provided information detailing that since 2014 KEYS has spent \$2,223,033 under the SSFV grant. This funding includes services provided (case management and navigation support) as well as materials (bus passes, home supplies, etc.). In total, \$134,028 of those dollars are expenses allowable through VASH, and \$2,088,975 were dollars spent on VASH recipients that would not be qualified VASH expenses (without SSFV) and therefore not accessible to HACSB without their partnership to KEYS.

In December 2021, as part of the reclassification due diligence, KEYS requested, and reviewed in consultation with the HACSB Finance Manager, the original loan agreement along with the two amendments. The original loan and the amendments provide a connection to the original \$250,000.00 forgivable loan. The first amendment (January 2015) simply extends the amount from \$250,000.00 to \$270,000.00. The second amendment (December 2015) reports an additional \$17,506.17 in funds was used by KEYS for administering and implementation of the HACSB's Moving To Work (MTW) plan.

A request for consideration from the KEYS Board of Directors:

On behalf of the KEYS Board of Directors, we humbly ask that the HACSB Board of Commissioners consider reclassifying the remaining \$17,506.17 principal amount of the loan as a onetime grant to KEYS. We believe we have maintained the conditions of the promissory note to date.

Since the Board of Commissioners allowed the provision of the \$270,000.00 grant in November 2021, KEYS has taken further measures to ensure that any future financial support from HACSB remains unlikely and that KEYS is financially

self-sufficient due to the significant increases in external funding sources. An example of the fiscal responsibility exercised by KEYS that the Board of Commissioners can be proud of is the recent elimination of the recurring monthly loans that HACSB has extended to the KEYS Housing Support Program (HSP) since 2015.

On March 11, 2022, KEYS, in lieu of a monthly loan request that is part of the HSP loan agreement between the HSP-grantee HACSB and KEYS as the HSP sub-grantee, KEYS submitted an \$838,554.75 invoice representing the March billing to HACSB and deferred revenue for KEYS. Going forward, KEYS will submit monthly invoices to HACSB and no longer require monthly loans as part of the existing total contract amount through June 30, 2024 of \$31,122,657.00.

What used to be reflected in the KEYS financials statements as an outstanding liability is now accounted for on the KEYS balance sheet as deferred revenue, realistically removing a significant challenge to secure unrestricted funds, and making KEYS a more attractive and viable candidate for funding.

Finally, KEYS is committed to maintaining our affiliation partnership with the HACSB and it is in the best interest of KEYS, and indirectly the HACSB to remove this financial obligation.

We humbly ask for your consideration regarding our request to amend the grant by \$17,506.17.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brian Distelberg', with a stylized, flowing script.

Brian Distelberg PhD
KEYS Nonprofit Board Chairman
bdistelberg@llu.edu
Suite 200
1790 Park Ave
Redlands CA, 92373

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

June 14, 2022

FROM

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

SUBJECT

Coin Operated Laundry Machine Services Contract with WASH Multifamily Laundry Systems, LLC.

RECOMMENDATION(S)

1. Approve Contract No. PC1251, effective July 1, 2022, with WASH Multifamily Laundry Systems, LLC. for the provision of laundry vending services at a 53 percentage of gross laundry revenue, for a three-year period through June 30, 2025 with a single two year option to extend through June 30, 2027.
2. Authorize and direct the Executive Director to execute and deliver a contract to WASH Multifamily Laundry Systems, LLC. and, upon consultation with Legal Counsel, approve any non-substantive revisions necessary to complete the transaction.

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

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

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

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

FINANCIAL IMPACT

The contract is expected to provide the Housing Authority of the County of San Bernardino (HACSB) with an estimated revenue of \$285,000 for the three year term, dependent on usage.

BACKGROUND INFORMATION

HACSB currently owns and/or manages several multi-family properties located throughout the County of San Bernardino. Community laundry room facilities are currently provided in 73 locations with a total estimate of 360 machines in service, including energy efficient machines and front loading and Americans with Disabilities Act (ADA) compliant accessible machines. This is an essential amenity for residents that is continually provided.

PROCUREMENT

HACSB issued a Request for Proposal (RFP) PC1251 for Coin Operated Laundry Machine Services on March 31, 2022 which resulted in the receipt of one proposal. Outreach efforts included email invitations and posting on our eBidding website, PlanetBids, and posting on the agency website. The proposal was evaluated per the requirements of the RFP, compared with neighboring government contracts and current market conditions, in which WASH Multifamily Laundry Systems, LLC. was deemed reasonably priced, considered responsive, and determined qualified to provide this service to HACSB.

Contract with WASH Multifamily Laundry Systems, LLC for Coin Operated Laundry Machine Services
June 14, 2022

Pursuant to the RFP, the proposed vendor will conduct a best value assessment of our current equipment in an effort to continue to keep costs low for our residents utilizing certified reconditioned machines verified with a 125 point inspection upon award of the contract.

As part of the compensation, the vendor must provide prompt maintenance (both preventative and remedial), accounting and invoicing data, delivery and machine setup services, volume usage reports and both initial and continuous property manager training. The contract further requires the vendor to replace all equipment within 30 days from commencement of the term of the contract with certified reconditioned machines.

Additionally, the vendor must submit monthly documentation detailing its operations on behalf of HACSB. The HACSB may audit the accounting records and books by a professional auditor of the HACSB's choice and if the results of any audit show an underreporting of gross receipts of greater than 3%, the vendor is to pay a penalty of the amount of the underpayment plus 50 percent of the underpayment to HACSB within 15 days of issuance of the audit results.

<u>Contractors Name</u>	<u>Location</u>	<u>Meets Qualifications</u>
WASH Multifamily Laundry Systems, LLC.	Torrance, CA	Yes

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 8, 2022.

THIS CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT (NON-CONSTRUCTION) ("Agreement") **PC1251** is made as of the 1st day of **July, 2022** ("Effective Date") by and between **WASH Multifamily Laundry Systems, LLC** ("Contractor") a **limited liability company** and the Housing Authority of the County of San Bernardino, a California public entity ("HACSB").

RECITALS

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

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

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual covenants contained herein, Contractor and HACSB hereby agree as follows:

ARTICLE 1. Statement of Work. Contractor shall furnish all labor, materials, tools, equipment, and supervision to perform all work required in the Statement of Work set forth on Exhibit "A", attached hereto and incorporated herein by reference ("Work"). In connection with its performance of the Work, Contractor shall comply with all of the Contract Documents (as hereinafter defined).

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

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

ARTICLE 3. Term; Time of Completion. Contractor shall commence work under this agreement for a **three (3) year period with the option to extend one additional two (2) year term**, beginning on or about **July 1, 2022** and expiring on **June 30, 2025** unless for any reason funds which have been appropriated for the provision of these services are no longer available, or until such time as terminated per the terms of the agreement in accordance with contract provisions in Article 19 Contractor shall not commence work prior to the date of issuance by HACSB of a work authorization in the form set forth on Exhibit "D", attached hereto and incorporated herein by reference ("Work Authorization"). HACSB shall have the option to extend the engagement for up to two (2) years. The optional years shall be exercised by written amendments executed by both parties. Option years will begin on or about **July 1, 2025** and expire no later than **June 30, 2027**. Following issuance of a Work Authorization, Contractor shall timely complete the Work in accordance with the schedule requirements specified in Exhibit "A", and within the term of this Agreement.

ARTICLE 4. Price. Unless otherwise specified in the Statement of Work, Contractor agrees to pay HACSB for the provision of laundry vending services at **fifty-three percent (53%) of Gross receipts, as defined in Exhibit A, for the three (3) year base contract period.** Details defined in Exhibit A – Scope of Services – Fee Schedule. Payment of the Agreement Price as set forth herein, is in consideration for and provides full and complete compensation for the Work and the performance by Contractor of all of its obligations hereunder. Terms are defined in the Additional Provisions, and includes a guarantee of task completion.

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

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

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

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

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

ARTICLE 10. Additional Work.

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

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

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

ARTICLE 12. Invoicing and Payment for Services. During the execution of each Milestone (as set forth in the Statement of Work) which involves the delivery to HACSB of identified Deliverables (as defined in the Statement of Work), Contractor may submit periodically to HACSB invoices reflecting a pro-rata cost of the Milestones, determined on the basis of the lesser of either:

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

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

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

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

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

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

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

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

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

ARTICLE 18. Rights and Remedies of HACSB for Default.

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

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

ARTICLE 19. Termination. In addition to the rights of Termination for Convenience of HACSB and Termination for Default set forth in the Contract Documents, HACSB may terminate this Agreement if Contractor should file a bankruptcy petition and/or be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency (as referenced in HUD Form 5370-C section 1 page 1). HACSB may serve written notice upon Contractor of its intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate the Agreement, and, unless within ten (10) days after serving such notice, such violation shall cease and satisfactory arrangements for correction

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

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

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

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

If to HACSB:

Terri Sanchez, Director of Procurement & Contracts
Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408-2841
tsanchez@hacsb.com

If to Contractor:

Jeff Cardenalli, District Sales Manager
WASH Multifamily Laundry Systems, LLC
2200 W 195th Street
Torrance, CA 90501
jeffreyc@washlaundry.com

Notices will be deemed effective upon receipt or rejection only.

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

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

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

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

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

ARTICLE 27. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

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

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

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

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

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

[END – SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO
CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT
(NON-CONSTRUCTION)
PC1251 – Coin Operated Laundry Machine Services

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

Date: _____

WASH Multifamily Laundry Systems, LLC

By: _____

(Affix seal if a corporation)

Name: Allison Halvorsen

Its: Assistant Secretary

CERTIFICATE OF CORPORATE AUTHORITY

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

By: _____

Name: _____

Its: _____

Date: _____

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

By: _____

Name: Maria Razo

Its: Executive Director

Date: _____

Exhibit A – Scope of Work

HACSB currently has laundry equipment at 73 locations throughout the County of San Bernardino, and an estimated total of 360 machines in service. The number of location and machines may vary.

New properties added during the contract term will be added to this Agreement by addendum, but the term shall not be increased without separate action duly approved by the parties. All contracts shall have the same expiration date regardless of the installation date.

Contractor shall provide, install and service coin and/or card operated laundry equipment at all locations. A complete listing of all sites for the entire portfolio is attached hereto as “List of Sites”.

Contractor represents that it has met with Housing Managers and inspected all laundry facilities they shall service per the requirements of this Agreement.

Contractor shall provide all equipment and maintenance in consideration for the payment described in Article 4 of this Agreement.

The Contractor shall provide ALL phases of coin operated laundry services. This shall include providing new laundry machines, providing prompt maintenance (both preventative and remedial), providing accounting and invoicing data, providing delivery and machine setup services, providing volume usage reports and providing both initial and continuous property manager training. The costs for the foregoing services shall be included in the revenue sharing percentage of gross receipts.

Contractor shall conduct an assessment of HACSB's current equipment and needs and provide a solution which will meet HACSB's current needs and allow for future changes and needs.

Contractor shall assist in achieving the following objectives:

- Reduce operating costs for laundry service without reducing quality or service to the end users.
- Replace the existing washer and dryer machines, with the most current technology as requested during the contract.
- Review all existing equipment locations and functionality with property management to identify and ensure their operational needs will be met with the proper equipment configuration.
- Ensure all equipment is well maintained, site staff are well trained and ongoing service needs are responded to in a timely manner but at any rate not to exceed one business day.

The Contractor shall perform in accordance with the terms and conditions as stated herein and in accordance with the highest standards and commercial practices. Charges of poor performance against the Contractor shall be documented by HACSB and submitted to the contractor for review and corrective action. Continued poor performance shall be deemed a breach of these specifications and shall be cause for immediate termination of the contract.

The Contractor shall be responsible for obtaining, and keeping current, all permits, licenses, taxes and insurance on its machines and operations. Contractor shall be responsible for all

fees now and hereafter imposed on said equipment by reason of ownership, possession or use, together with any penalties and interest.

The Contractor shall assume complete responsibility for damage to the premises, property or persons using said equipment and shall rectify said damage.

At the expiration or other termination of this Agreement, the Contractor will remove its equipment. Any equipment left on the premises after the expiration of the contract will be considered abandoned and removed by HACSB. Contractor will be responsible for removal charge.

The Contractor shall notify HACSB ninety (90) days prior to expiration of this contract to discuss HACSB's intentions regarding a new contract.

Equipment:

The contractor is required to provide all washers and dryers necessary to meet the volume, feature, quality and accessibility needs of HACSB. The proposed machines must include manufacture name and Energy Star Rating information. The machines must be energy efficient and low water usage. The equipment must meet the most current certification for Energy Star Compliance Criteria. **Proof of Energy Star Compliance, for each model of equipment proposed must be submitted with the proposal or the proposal may be considered non-responsive.**

1. All equipment placed must be current models of the latest manufacture.
2. All equipment shall be replaced within 30 days from commencement of the term of the Agreement with Certified Reconditioned machines.
3. Equipment will include coin and Connect App except where there is the need for a kiosk and laundry cards for the residents. HACSB must review and approve the locations of equipment prior to installation of kiosks and laundry cards.
4. Washer to be commercial quality, high speed (extract at a minimum of 1,000 rpm's to reduce drying time).
5. Machines should have digital read out that displays cycle length and time remaining in cycle.
6. Equipment should include multiple temperature and fabric settings, as well as digital display washers and dryers that are simple to operate.
7. All washers and dryers must be uniform color.
8. 50% of all washers and dryers in designated laundry rooms MUST meet be ADA Compliant and handicapped accessible.
9. Laundry machines must have digital display showing operating instructions, "time remaining" and price.
10. Operational instructions shall be conspicuously and attractively posted in each laundry room.
11. Contractor must supply, in a conspicuous manner on each machine, such consumer information as to where malfunctions should be reported, where refunds may be obtained, and where comments on product quality may be made.

The size, type, and capacity of equipment shall be compatible to space available, existing utility capabilities, and residents' needs within each of the laundry facilities. Machine placement must conform to space provided. Machines and equipment must conform to safety regulations and not hinder emergency exiting of the laundry room. Site visits, and evidence thereof, are required prior to submitting a proposal to ensure all proposers are aware of space and utility limitations and existing conditions.

The Contractor shall own all furnished equipment. All equipment installed during the life of the contract shall be of the same type and manufacturer and like appearance as specified and accepted as part of the proposal; unless specific approval is given by HACSB to do otherwise.

The Contractor shall submit data sheets on proposed washers and dryers with their proposal.

Specifications and Literature Minimum Requirements:

Each proposer shall furnish as part of the proposal, for comparison purposes, descriptive literature of each item offered. The information shall include, at minimum, the following regarding equipment features and efficiency ratings:

▪ **Washers**

- a) Manufacturer
- b) Model
- c) Capacity- DOE Rating-cubic ft.
- d) Average Hot Water Usage- gals per load (Basis)
- e) Total water usage- gals per load
- f) Modified Energy Factor (MEF)-
- g) Energy Star 7.0 Qualification- Yes/No
- h) ADA COMPLIANCE
- i) Dispenser
- j) Auto Flush Dispense-

▪ **Dryers**

- a) Manufacturer
- b) Model
- c) Air Flow (CFM)-
- d) Control & Display features-
- e) Temperature Selections-
- f) Cycle start - Switch to Start or Automatic
- g) Door Opening Dimension Sq. in.-
- h) Lint filter- secured or removable
- i) Efficiency of Burner BTU/Hour Gas-
- j) Heating Element (Electric)- W/V
- k) 2015 Energy Star Qualification- Yes/No
- l) Cycle time-
- m) Additional time-
- n) Cool down time-

▪ **Delivery Time:**

All laundry equipment shall be delivered, installed, and operational within thirty (30) calendar days after contract award. The Contractor shall provide HACSB with a phase-in schedule that outlines projected quantities of laundry equipment to be installed and made operational at all HACSB facilities, seven (7) calendar days after award of contract.

▪ **Installation:**

1. Contractor shall ensure that no equipment or supplies will be delivered to the site(s) prior to the date(s) agreed upon in the phase-in schedule by HACSB's authorized representative. Prior to installation of any equipment, the Contractor will have the equipment reviewed and approved by the appropriate HACSB staff.
2. Contractor shall be responsible for all material(s) shipped prior to and during installation until HACSB gives acceptance in writing. All risk of loss or expense associated with storing material(s) prior to the date of acceptance by HACSB is the responsibility of the Contractor.

3. Contractor shall provide and pay for all materials, labor, tools, transportation and handling, and other facilities necessary for the furnishing, delivery, assembly plus inspection before and after installation of all items specified herein.
4. Contractor shall at all times keep the premises and the areas in which the work is performed free from accumulation of waste materials or rubbish as well as the tools, installation equipment, machinery and surplus materials during the progress of the work and until completion thereof.
5. The Contractor shall remove from the premises all crates, wrappings and other flammable waste materials or trash from the building. If the premises are not maintained properly, HACSB may have any accumulations of non-recyclable waste materials or trash removed with costs to be incurred by the Contractor as deemed appropriate.
6. All cost related to installation of laundry equipment shall be the responsibility of the selected vendor.
7. Contractor to complete installation of dryer vents to building ventilation systems, coin vaults, power cords, vent kits, and drain siphon breaks to existing hookups. HACSB shall provide satisfactory foundations for machines to be secured to as well as furnish adequate electrical power to the general areas of the machines.

▪ **Operation:**

1. The Contractor shall be responsible for delivery, receiving, storage and security of all equipment, parts and laundry room supplies as agreed to.
2. The Contractor agrees that the said equipment will be kept in areas designated as the laundry rooms, and that the residents will have free and unobstructed access to the equipment during all reasonable hours.
3. It will be the responsibility of the Contractor to have qualified trained sales/service staff personnel to provide technical assistance at any location, including assistance in problem solving, maintenance, machine operation, etc. Contractor must also have access to manufacturer's technical resources for problems that are beyond the ability of the Contractor's staff. Such assistance shall be available at no cost and within twenty-four (24) hours of notification by HACSB.
4. The Contractor shall provide HACSB with at least one representative whose responsibilities shall be to coordinate placement and service of all contract machines. This includes relocating over-utilized or underutilized equipment and adding or deleting machines, as necessary, to satisfy the user needs at each site, and providing any other ancillary services. Detailed duties of representative shall include, but not limited to:
 - Daily questions: Must respond within twenty-four (24) hours.
 - Repairs
 - Replacement Machines: Coordinate the installation of replacement with either temporary or permanent.
 - Laundry equipment operations
 - General correspondence: Primary contact.

5. The Contractor shall have and assume complete responsibility for its employees and its personnel relations including, but not limited to, all applicable government regulations relating to employment, payment of personnel, and worker's and unemployment compensation. All persons working for or on behalf of the contractor whose duties bring them upon HACSB premises shall obey all rules and regulations established by HACSB, and shall comply with all reasonable directions of employees and agents while on HACSB premises. Contractor agrees to take all necessary measures to prevent injury and loss to persons and property located on HACSB premises. Contractor shall be responsible for all damages to persons or property caused by the contractor or any of its agents or employees. Contractor will promptly report to HACSB all damages that the vendor or its agent or employees caused to HACSB premises or equipment. HACSB will bill the contractor for the repair of all damages to include materials and labor charges.
6. Contractor agrees that at all times, the employees of the contractor furnishing or performing any of the services specified in the contract shall do so in a proper and professional manner. Employees and agents shall wear uniforms in good condition which clearly identify the contractor's business name.
7. The Contractor shall provide for each site, at no additional cost, and unlimited quantities, an OPERATOR TRAINING PROGRAM for a primary operator, a back-up key operator to be scheduled at mutually agreed times to the initial installation and quarterly thereafter if requested.
8. At any time during the contract period, should the Contractor introduce new or improved models of laundry equipment as replacements for models initially provided under this contract, he shall submit in writing to the HACSB authorized representative, the proposed substitution for approval. Any proposed model offered must be of equal or greater capability as the model to be replaced.
9. HACSB reserves the right to request additional washers and dryers, to meet the reasonable needs of the agency, anytime during the contract period. Additional equipment provided will not obligate HACSB to extend the term of the Agreement or revise its terms.
10. HACSB reserves the right to eliminate washers and dryers found to be no longer necessary as a result of organizational or operational changes, including building renovations, closings, etc. Any deletions will be accomplished with no fees or penalties charged to HACSB. In addition, HACSB reserves the right to have laundry equipment relocated after the initial installation at no cost to HACSB.
11. The HACSB's authorized representative will provide thirty (30) days-notice when the services of any laundry equipment is to be canceled. Cancellation will be at no cost to HACSB. Cancellation notification will contain the following information:
 - Laundry Machine location by agency/activity, building and room number
 - Laundry Machine model and serial number
 - Date equipment will be available for removal
 - Note: All expenses and the coordination for this pick up shall be the responsibility of the Contractor.

12. HACSB agrees to provide other utilities as required for the operation of machines. However, HACSB will not guarantee an uninterrupted power supply, although periods of service interruption will be kept to a minimum insofar as HACSB has control over the source or cause of interruption. HACSB will not be liable for loss resulting from interruption or failure of any utility.

▪ **Maintenance:**

1. Preventative maintenance will be based upon the specific needs of the laundry equipment as determined by the Contractor. All maintenance parts and labor costs shall be included.
2. Contractor shall provide bi-annually preventative maintenance which shall include but not be limited to the cleaning of the equipment, cleaning of the exhaust vents, vent piping, and behind the machines. Preventative maintenance will also include replacement of tarnished laundry care signs provided free of charge by the contractor.
3. Contractor shall provide bi-weekly maintenance of the equipment which shall include but not be limited to the cleaning of the equipment by wiping clean the outside of the equipment and removing lint from traps. Contractor will maintain reports of bi-weekly and other visits. A copy of these reports shall be included with each monthly payment to the agency.
4. Contractor agrees to provide repair services within twenty-four (24) hours of receipt of call, during normal business hours of 8:00am to 5:00pm, Monday through Friday. Failure to meet the 24-hour onsite response time on a continual basis as documented by the user shall result in liquidated damages as specified. Contractor will maintain record of repair calls. Submit copy per paragraph above.
5. Contractor agrees to provide full maintenance and comprehensive repair service at the contractor's expense.
6. Contractor shall replace all un-repairable equipment with "new in the carton" units that are equal to the units replaced.
7. Contractor will at all reasonable hours have the right to enter on the premises where the said equipment is located for the purpose of inspecting, maintaining, repairing or observing its use.
8. Machines having demonstrated a history of "excessive down time" shall be replaced by the Contractor with a new machine of equal or better features, unless the user agency declines.
9. Excessive down time shall be defined as two (2) or more service calls in one month. Downtime is calculated from the time the agency places the call and ends when the machine is up and running. Service calls that are operator induced shall not be considered as downtime.
10. Request for replacement of machine will take the following steps:
 - a. The authorized HACSB representative must document the service log as to number of times per month the machine has required service, number of hours the machine is down, nature of problems, and reoccurrences of same problems.
 - b. The authorized HACSB representative must contact the Contractor and discuss their concerns regarding the overage of calls. The Contractor will research the matter and follow up with a return phone call and a plan of action.

- c. A representative of the Contractor shall be dispatched onsite to ascertain the malfunctions and make a determination as to what course of action will be taken:
 - Repair the machine.
 - A determination is made for complete reconditioning.
 - A determination made for replacement.
- d. If it is determined reconditioning is the best solution, a backup machine will be sent and the faulty machine brought into the shop for a comprehensive reconditioning.
- e. If a determination for reconditioning prevails, the machines performance after reconditioning will be monitored by the Contractor and the user.

The HACSB understands that during the “break-in” period of either a new machine or a reconditioned one, services calls are eminent. However, calls exceeding the standards, shall cause the machine to be replaced with a new unit of equal size and features without question.

▪ **Prices and Payments:**

1. Contractor shall pay HACSB an amount equal to fifty-three percent (53%) of the Gross receipts, as defined below, received from each machine (i.e., washing machine and dryer) with the minimum net guarantee of \$1.25 per machine per day at each location Contractor is servicing as set forth in Exhibit A – List of Sites.
2. Contractor shall pay to HACSB commission checks on a monthly basis and provide a payment detail report with each check. Each check and payment detail report shall be accompanied by a written certification from an authorized representative or agent of the Contractor certifying the truth and accuracy of the attached payment detail report. Authority shall not be liable for any interest or late charges in the performance of this Agreement.
3. HACSB shall pay the cost of all utilities (electric, water, and sewer). HACSB shall not be responsible for any other costs.
4. The Contractor will pay the following amounts to HACSB based on the vending machine rates set forth below:
 - a. The current prices are \$1.00 - \$1.50 per wash and \$.75 – 1.25 per 45-minute drying cycle. Any changes to the prices should be consistent with other multi-family units with similar demographics in the County. HACSB does not at any time want these services to be an unreasonable financial burden on our residents.
 - b. After the first 12 months the price per wash and dry will increase by no more than \$.25 cents for the remainder of the Agreement.
 - c. These rates may not be changed or modified without a written amendment signed by authorized representatives of both parties.
5. The Contractor shall establish a refund/reimbursement policy for users who may lose money in the equipment. A toll-free number for users to file a claim is to be established. The toll-free number must be clearly posted in the laundry room or on the machines. Refund/reimbursements for lost monies must be made within thirty (30) days.

▪ **Reporting of Revenues:**

1. Gross Receipts Reports/Accounting: Contractor shall keep accurate records of all “gross receipts” (as defined below in this Section) earned as a result of the business conducted

under this Agreement ("Gross Receipts Records"). Not later than each quarter during the Term of this Agreement and in conjunction with the monthly remittance of Gross receipts to HACSB, minus deduction of the fifty percent (50%) compensation to Contractor pursuant to Article 4, Contractor shall provide to HACSB, in a form approved by HACSB's Executive Director or designee, a copy of its Gross Receipts Records covering the preceding month during the Term.

2. The Gross Receipts Records must be supported by source documents available from the laundry machines or other pertinent information. All charges, fees and receipts shall be recorded by means of equipment installed with each washer and drier which lock in the totals and other records of transactions or with a counter which cannot be reset, which records transaction numbers and receipt details. Contractor shall read and record the totals at the beginning and end of each calendar day.
3. "Gross receipts" is defined as all revenues received from washer and dryer fees earned by Contractor as a result of business conducted under this Agreement. All charges shown on invoices, and other records are to be explicit in detail, showing the reason for the amount specified therein.
4. Audits: Contractor must make available to HACSB, upon three (3) calendar day's written notice, its accounting records and books for inspection and audit. HACSB or its designated representative(s) agree to maintain the confidentiality of such accounting records and books. Contractor shall submit monthly documentation detailing its operations on behalf of HACSB in both written and electronic formats that are acceptable to HACSB. In addition, HACSB may request, no more than annually, that Contractor undergo an audit of its accounting records and books by a professional auditor of the HACSB's choice. HACSB shall be responsible for payment of the professional auditor's fees; provided however, if the results of any audit show an underreporting of Gross receipts of greater than three percent (3%), Contractor shall pay a penalty of the amount of the underpayment plus 50 percent of the underpayment to HACSB within 15 days of issuance of the audit results.
5. No acceptance by HACSB of any payment shall be construed as an accord that the amount is the correct amount, nor shall such acceptance of payment be construed as a release of any claim HACSB may have against Contractor for any additional sums payable under the provisions of this Agreement. All amounts paid shall be subject to independent audit and recompilation by HACSB.

LIST OF SITES

Address	Units	Washer Count	Dryer Count	Fuel Type	Load Type	Vending
753 W Evans Ave., San Bernardino, CA 92405	24	2	2	Gas	Top	Coin
4181 N E St., San Bernardino, CA 92507	48	4	5	Gas	Top	Coin
		1			Front	Coin
1650 W 16th St., San Bernardino, CA 92411	51	3	4	Gas	Top	Coin
"		1	0		Front	Coin
539 E B St., Colton, CA 92324	40	1	2	Gas	Top	Coin
"		1	0		Front	Coin
2265 Cahuilla St., Colton, CA 92324	46	3	4	Gas	Top	Coin
"		1	0		Front	Coin
9590 S. Acacia Ave., Fontana, CA 92335	28	2	4	Gas	Top	Coin
"		2	0		Front	Coin
700 E. Williams St., Barstow, CA 92311	40	2	3	Gas	Top	Coin
"		1	0		Front	Coin
1050 Desert Ave., Barstow, CA 92311	15	1	2	Gas	Top	Coin
"		1	0		Front	Coin
12385 6th St., Yucaipa, CA 92399	45	2	3	Gas	Top	Coin
"		1	0		Front	Coin
12435 6th St., Yucaipa, CA 92399	51	2	4	Gas	Top	Coin
"		2	0		Front	Coin
21463 Yucca Loma Rd., Apple Valley, CA 92307	12	1	1	Gas	Front	Coin
13652 Yakima Rd., Apple Valley, CA 92308	6	1	1	Gas	Front	Coin
18185 Casaba Rd., Adelanto, CA 92301	7	1	1	Gas	Front	Coin
18172 Larkspur, Adelanto, CA 92301	7	1	1			

6442 Desert Queen Ave., Twentynine Palms, CA 92277	10	1	1	Gas	Front	Coin
6443 Split Rock Ave., Twentynine Palms, CA 92277	10	1	1	Gas	Front	Coin
7333 Dumosa Ave., Yucca Valley, CA 92284	11	1	2	Gas	Top	Coin
"		1	0		Front	Coin
55730 Pueblo Trail, Yucca Valley, Ca 92284	4	1	1	Gas	Top	Coin
56201 Papago Trail, Yucca Valley, CA 92284	9	1	1	Gas	Front	Coin
17486 Sequoia Ave., Hesperia, CA 92345	10	2	2	Gas	Top	Coin
17472 Sequoia Ave., Hesperia, CA 92345	10	2	2	Gas	Top	Coin
17426 Sequoia Ave., Hesperia, CA 92345	15	2	2	Gas	Top	Coin
9395 La Grande St., Rancho Cucamonga, CA 91701	6	1	1	Gas	Top	Coin
25201 Van Leuven St., Loma Linda, Ca 92354	8	1	2	Gas	Top	Coin
"		1	0		Front	Coin
1320 Webster St., Redlands, CA 92374	71	3	4	Gas	Top	Coin
"		1	0		Front	Coin
8181 Redwood Ave., Fontana, CA 92335	68	6	8	Gas	Top	Coin
"		2	0		Front	Coin
8980 Date St., Fontana, CA 92335	16	1	2	Gas	Top	Coin
"		1	0		Front	Coin
25247 Van Leuven St., Loma Linda, CA 92354	14	1	2	Gas	Top	Coin
"		1	0		Front	Coin
26022 9th St., San Bernardino, CA 92410	12	1	2	Gas	Top	Coin
"		1	0		Front	Coin
15722 Tern Rd., Victorville, CA 92394	6	1	1	Gas	Front	Coin
9045 Chantry Ave., Fontana, CA 92335	12	2	2	Gas	Top	Coin

8148 Cypress Ave., Fontana, CA 92335	6	1	1	Gas	Top	Coin
2165 W. Mill St., San Bernardino, CA 92410	10	1	1	Gas	Front	Coin
16988 Reed St., Fontana, CA 92336	24	1	2	Gas	Top	Coin
"		1	0		Front	Coin
709 N 7th St., Colton, CA 92324	8	1	1	Gas	Top	Coin
9405 La Grande St., Alta Loma, CA 91701	3	1	1	Gas	Top	Coin
9190 Monte Vista Ave., Montclair, CA 91763	3	2	2	Gas	Top	Coin
10379 Pradera Ave., Montclair, CA 91763	4	1	1	Gas	Top	Coin
1212 E. Princeton St., Ontario, CA 91764	12	2	2	Gas	Top	Coin
1409 S. Euclid Ave., Ontario, CA 91762	10	2	2	Gas	Top	Coin
323 W. Francis St., Ontario, CA 91762	6	2	2	Gas	Top	Coin
753 W. Ralston St., Ontario, CA 91762	8	2	2	Gas	Top	Coin
1307 W. Stoneridge Ct., Ontario, CA 91762	3	1	1	Gas	Top	Coin
12605 Benson Ave., Chino, CA 91710	4	1	1	Gas	Top	Coin
12623 Benson Ave., Chino, CA 91710	4	1	1	Gas	Top	Coin
12631 Benson Ave., Chino, CA 91710	4	1	1	Gas	Top	Coin
12641 Benson Ave., Chino, CA 91710	4	1	1	Gas	Top	Coin
13631 3rd St., Ycaipa, CA 92399	19	2	2	Gas	Top	Coin
1232 Crafton Ave., Mentone, CA 92359	36	6	8	Gas	Top	Coin
"		1	0		Front	Coin
1425 N. Lugo Ave., San Bernardino, CA 92404	8	1	1	Gas	Top	Coin
1470 E. Lynwood Dr., San Bernardino, CA 92404	15	1	2	Gas	Top	Coin

"		1	0		Front	Coin
306 E. Sun Ave., Redlands, CA 92374	2	1	1	Gas	Front	Coin
1358 Yucca Dr., San Bernardino, CA 92404	14	2	3	Gas	Top	Coin
"		1	0		Front	Coin
10369 Pradera Ave, Montclair, CA 91763	4	1	1			
755 E. Virginia Way, Barstow, CA 92311	156	15	15	Gas	Top	Card
25221 Van Leuven St., Loma Linda, CA 92354	20	1	2	Gas	Top	Coin
"		1	0		Front	Coin
12613 Benson Ave., Chino, CA 91710	4	1	1	Gas	Top	Coin
1027 Lombard Dr., Redlands, CA 92374	4	2	2	Gas	Top	Coin
17668 Marigold, Fontana, CA 92335	6	1	1	Gas	Front	Coin
17698 Marigold, Fontana, CA 92335	6	1	1	Gas	Front	Coin
725 N 7th St. Colton, CA 92324	6	1	1	Gas	Top	Coin
8956 G Ave., Hesperia, CA 92345	30	4	3	Gas	Top	Coin
14469 Rodeo Dr., Victorville, CA 92395	46	4	5	Gas	Top	Coin
"		1	0		Front	Coin
501 E. Virginia Way, Barstow, CA 92311	144	20	20	Gas	Top	Card
224 W. Merrill Ave., Rialto, CA 92376	24	3	3	Gas	Top	Coin
508 The Terrace, Redlands, CA 92374	24	2	2	Gas	Top	Coin
208 E Sun St., Redlands, CA 92374	4	1	1			
2490 Kendall Drive, San Bernardino	52	5	5			

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

Document on Following Page

Exhibit C
Additional General Provisions

Document on Following Page

ADDITIONAL GENERAL PROVISIONS

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

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

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

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

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

9. **SAMPLES:**

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

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

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

11. **SAFETY AND ACCIDENT PREVENTION:** In performing the Work under this Agreement on HACSB premises, Contractor shall conform to any specific safety requirements contained in the Agreement or as required by law or regulation. Contractor shall take any additional precautions as HACSB may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with the default provisions hereof.

12. **ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions issued by the Industrial Accident Commission of the State of California.
13. **INSURANCE:** Contractor shall not commence Work under this Agreement until all insurance required under this paragraph has been obtained and such insurance has been approved by HACSB, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish HACSB with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Any policy of insurance required of Contractor under this Agreement shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to HACSB of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance required hereunder shall be issued by a California admitted insurance carrier.

The insurance required to be carried by Contractor hereunder shall include:

- a. Compensation Insurance and Employer's Liability Insurance. Contractor shall take out and maintain during the entire term of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all of employees employed at the site of the project and, in case any work is sublet, Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance and Employer's Liability Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Contractor.

In signing this Agreement, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provision of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

- b. Commercial General Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the entire term of this Agreement in the amount of One Million and No/100 Dollars (\$1,000,000.00) per occurrence; HACSB listed as Additional Insured on an attached endorsement. Such coverage shall include, but shall not be limited to, protection against claims arising from, and damage to property resulting from, activities contemplated under this Agreement. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to HACSB and shall provide that notice must be given to HACSB at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

Policy shall cover on an "occurrence" basis. Policy must cover personal injuries as well as bodily injuries. Exclusion of contractual liability must be eliminated from personal injury endorsement.

Broad form property damage endorsement must be attached. HACSB is to be named as an additional insured included on an attached endorsement for any contracts of insurance under this paragraph b. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code. The policies of insurance shall be considered primary insurance before any policies of insurance maintained by HACSB. Contractor shall be named as an additional insured with respect to such general liability insurance policy.

- c. Automobile Liability. Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million and No/100 Dollars (\$1,000,000.00) combined single limit coverage. Contractor shall be named as an additional insured with respect to such automobile liability insurance policy.
- d. Errors and Omissions Liability: \$1,000,000; combined single limit bodily and property damage liability per occurrence and \$3,000,000 aggregate or:
- e. Professional Liability: \$1,000,000; per occurrence and aggregate.

- f. Worker's Compensation. A state approved Workers Compensation and Employers Liability Insurance policy providing benefits as required by law with employer's liability limits no less than One Million and No/100 Dollars (\$1,000,000) per accident or disease, which covers all employees of the contractor and each and every contractor.
14. **FORCE MAJEURE:** Contractor shall be excused for performing the Work hereunder in the event that Contractor is unable to perform the Work for one of the following reasons:
- a. Acts of God or of the public enemy, and
 - b. Acts of the federal, state or local government in either its sovereign or contractual capacity.
- Such delay shall be for the period of time that Contractor is delayed from performing the Work as a direct result of one of the foregoing reasons. Contractor shall provide HACSB notice within three (3) days of any such force majeure event.
15. **CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of HACSB, employees of HACSB, persons designated by HACSB for training, or any other person(s) other than agents or employees of Contractor, designated by HACSB for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at Contractor's site or at HACSB's place of business, provided that the injury or damage was caused by the fault or negligence of Contractor.
 - b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by Contractor during the Agreement.
16. **INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. The State of California and other sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
17. **REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the Agreement for work completed through the date of invoice. HACSB will pay properly submitted, undisputed invoices not more than thirty (30) days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
18. **TAXES:** HACSB will only pay for any state or local sales or use taxes on the services rendered or goods supplied to HACSB pursuant to this Agreement.
19. **NEWLY MANUFACTURED GOODS:** All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.
20. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Agreement shall not be made without prior written approval of HACSB.
21. **PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:**
- a. Contractor shall hold HACSB, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.
 - b. Contractor may be required to furnish a bond to HACSB against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
 - c. Contractor, at its own expense, shall defend any action brought against HACSB to the extent that such action is based upon a claim that the goods or software supplied by Contractor or the operation of such goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against HACSB in any such action. Such defense and payment shall be conditioned on the following:
 - i. That Contractor shall be notified within a reasonable time in writing by HACSB of any notice of such claim; and,

- ii. That Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, HACSB shall have the option to participate in such action at its own expense.
- d. Should the goods or software, or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, HACSB shall permit Contractor at its option and expense either to procure for HACSB the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by HACSB shall be prevented by injunction, Contractor agrees to take back such goods or software and make every reasonable effort to assist HACSB in procuring substitute goods or software. If, in the sole opinion of HACSB, the return of such infringing goods or software makes the retention of other goods or software acquired from Contractor under this Agreement impractical, HACSB shall then have the option of terminating such Agreement, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such goods or software and refund any sums HACSB has paid Contractor.
- e. Contractor shall have no liability to HACSB under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
 - i. The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by Contractor; or,
 - ii. The operation of equipment furnished by Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or
 - iii. The modification by HACSB of the equipment furnished hereunder or of the software; or
 - iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.
- f. Contractor certifies that it has appropriate systems and controls in place to ensure that HACSB funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- g. The foregoing states the entire liability of Contractor to HACSB with respect to infringement of patents, copyrights or trade secrets.

22. STOP WORK:

- a. HACSB may, at any time, by written Stop Work order ("Stop Work Order") to Contractor, require Contractor to stop all, or any part, of the Work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, HACSB shall either:
 - i. Cancel the Stop Work Order; or
 - ii. Terminate the Work covered by the Stop Work Order as provided for in the termination for default or the voluntary termination provision of this Agreement.
 - iii. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. HACSB shall make an equitable adjustment in the delivery schedule, the price, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - 1. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and
 - 2. Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if HACSB decides the facts

justify the action, HACSB may receive and act upon a proposal submitted at any time before final payment under this Agreement.

- b. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the provision entitled Voluntary Termination, HACSB shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- c. HACSB shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.

23. COVENANT AGAINST GRATUITIES: Contractor warrants that it complies with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), and that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of HACSB with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, HACSB shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by HACSB in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of HACSB provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

24. COMPLIANCE WITH DAVIS-BACON ACT: For construction agreements in excess of \$2,000, Contractor certifies that it complies with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 3). Unless otherwise indicated in the Statement of Work, Contractors of HACSB are required, pursuant to 24 CFR 85.36(h)(5), to pay Davis-Bacon wage rates for all "construction contracts and related subcontracts in excess of \$2000," which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate. Compliance with this clause also means that Contractor may be subject to completing certain reports and to audits by HACSB and the Department of Housing and Urban Development. Such reports and information relating to compliance can be obtained at the Internet website: <http://www.gpo.gov/davisbacon/>. Contractor shall include the wage provisions of this clause in all subcontracts to perform work under this Agreement.

HACSB shall have the right to audit Contractor, at any time, in order to ensure compliance with the requirements of this Section. In connection therewith, Contractor agrees to maintain accurate books and records in connection with the Work, and all payments made or received by Contractor pursuant to this Agreement, and to provide such information to HACSB, within five (5) business days of any request by HACSB. In addition, Contractor shall provide, upon two (2) business days request, information to HACSB of each and every employee retained by Contractor in connection with the Work, and shall permit HACSB to interview any such employees, contractors or subcontractors. Contractor agrees that all maintenance laborers and mechanics employed by it in connection with the performance of the Work shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that Contractor's payroll records accurately set forth the time spent in each classification in which the work is performed. The wage determination, including any additional classifications and wage rates approved by HUD shall be posted at all times by Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.

25. CALIFORNIA PREVAILING WAGE (IF AGREEMENT PRICE IS LESS THAN \$2,000): In the event the Agreement Price is less than \$2,000, Contractor agrees to comply with all prevailing rate requirements of the California Labor Code. HACSB shall have the right to audit and inspect Contractor's books and records, and interview Contractor's employees, contractors and subcontractors, all according to the same provisions set forth in Section 26 above.

26. EQUAL EMPLOYMENT OPPORTUNITY: For all construction agreements in excess of \$10,000, Contractor certifies its compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

27. NONDISCRIMINATION CLAUSE:

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
28. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.
29. **DRUG-FREE WORKPLACE CERTIFICATION:** Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting agreement:
 - i. will receive a copy of the company's drug-free policy statement; and,
 - ii. will agree to abide by the terms of the company's statement as a condition of employment on the agreement.
30. **RECYCLING:** Contractor shall certify in writing under penalty of perjury, compliance with Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to HACSB regardless of whether the product meets the requirements of Section 12209.
31. **COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** For agreements in excess of \$2,000, and in excess of \$2500 for other agreements which involve the employment of mechanics or laborers, Contractor certifies that it complies with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
32. **CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:
 - a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings

assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

- b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
33. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
34. **ENVIRONMENTAL REGULATIONS:** For agreements in excess of \$100,000, Contractor certifies that it complies with the requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (3 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).
35. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise HACSB of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
36. **DOMESTIC PARTNERS:** For agreements over \$100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.3.

Exhibit D
Work Authorization

ADDITIONAL REQUIREMENTS:

TITLE: COIN OPERATED LAUNDRY MACHINE SERVICES

As per Contractors Proposal Submission.

This task will be performed in accordance with this Work Authorization and the provisions of Contract No. PC1251.

Schedule Dates:

Start Date: July 1, 2022

Completion Date: June 30, 2025

Total Contract Cost: Gross Revenue of 53% to HACSB.

Schedule Requirements – Statement of Work (“Exhibit A”)

General Conditions for Non-construction work (“Exhibit B”)

Additional General Provisions (“Exhibit C”)

Work Authorization (“Exhibit D”)

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

June 14, 2022

FROM

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

SUBJECT

Contract Amendment with Executive Inspections, LLC for Housing Quality Standards (HQS) Inspection – Alternative Inspection.

RECOMMENDATION(S)

1. Approve Amendment No. 1 to Contract No. PC1204 effective July 1, 2022 with Executive Inspections, LLC for Housing Quality Standards (HQS) Inspections – Alternative Inspections, increasing the current contract amount by \$42,853.50 for a total contract amount not to exceed \$85,707 for the one-year option through June 30, 2023.
 2. Authorize and direct the Executive Director to execute and deliver the contract amendment to Executive Inspections, LLC and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
- (Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

FINANCIAL IMPACT

This item is not expected to exceed \$42,853.50 for the one-year option period which is included within the Housing Authority of the County of San Bernardino's (HACSB) approved budget and will be included in the budget for the subsequent fiscal year.

BACKGROUND INFORMATION

To ensure the quality of the housing being subsidized, HACSB is required by the U.S. Department of Housing and Urban Development (HUD) to conduct a Housing Quality Standards (HQS) inspection before contracting for a new unit (initial inspection) and annually or biennially thereafter depending upon the program. For project-based voucher units, HACSB inspects a sample of 25% of the units under contract each year.

Additionally, HACSB is required to verify that contract rents are reasonable at the start of a new tenancy and when a rent increase is requested by the owner. Rent reasonableness certifications are completed through AffordableHousing.com.

Currently, HACSB contracts with Reliant Asset Management Solutions to conduct a majority of the HQS inspections and rent reasonableness certifications. However, due to conflict of interest, Reliant Asset Management Solutions is not able to conduct inspections or rent reasonableness certifications for properties that Reliant is managing or is HAP Contract Owner. Therefore, HACSB requires the assistance of a secondary inspection vendor to conduct inspections and rent reasonableness certifications for certain units.

PROCUREMENT

A request for quotes (RFQ) was completed in March 2021 in which six vendors were invited to participate in providing a quote for HQS Inspection services. One quote was received in response to this request, wherein it was found that the vendor's proposal was clear and responsive, and deemed reasonably priced, demonstrating that the firm was more than qualified to provide this service to HACSB. As a result, Executive Inspections, LLC was awarded a one-year base contract with up to four single option years. Board approval was not required for the original contract as the contract amount did not exceed our professional services threshold at that time.

On July 1, 2021, HACSB executed a contract with Executive Inspections, LLC for \$42,853.50 for a one-year term through June 30, 2022 with the option to extend up to four additional single-year terms through June 30, 2026.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 26, 2022.



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

**AMENDMENT #1 TO CONTRACT FOR HQS INSPECTION SERVICES – ALTERNATE
INSPECTION
(PC1204)**

BETWEEN

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

And

EXECUTIVE INSPECTIONS, LLC

This Amendment No. 1 (“First Amendment”), dated July 1, 2022 (“Effective Date”), to Agreement for HQS Inspection Services – Alternate Inspections (PC1204), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, (“Authority”) and Executive Inspections, LLC (“Contractor”).

RECITALS

WHEREAS, the Authority and Contractor entered into a Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated July 1, 2021 relating to HQS Inspection Services – Alternate Inspections (“Agreement”) with a total price of \$42,853.50;

WHEREAS, the Authority and Contractor now wish to enter into this first Amendment to the Agreement to exercise the first year option to extend through June 30, 2023 and increase the contract by \$42,853.50 for a total amount not-to-exceed \$85,707.

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 3 of the Agreement is hereby amended to extend the term for an additional one (1) year and expiring on June 30, 2023. Except as so amended, the other provisions of Article 3 shall remain unmodified and in full force and effect.

Section 2. Article 4 of the Agreement, entitled “Price” is hereby amended to increase the compensation payable to Contractor for the provision of the Work for 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 Agreement, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

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 Amendment No. 1 as provided herein. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to Authority that, as of the date of this First Amendment, Authority is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Authority represents and warrants to Consultant that, as of the date of this First Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Section 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 Executive Inspections, LLC

EXECUTIVE INSPECTIONS, LLC

**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: July 1, 2022

Completion Date: June 30, 2023

Total Agreement Cost: Not to exceed \$85,707.00

Original Agreement Amount Not to Exceed	\$42,853.50
Net Change Orders Previously Approved	\$0.00
Net Change Order Previously Approved – Amendment #1	\$42,853.50
Agreement Value as Amended Not to Exceed	\$85,707.00

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

June 14, 2022

FROM

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

SUBJECT

Regular Meeting Minutes for Meeting Held on May 10, 2022

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 May 10, 2022.
(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 May 10, 2022 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 June 8, 2022.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
May 10, 2022**

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 857 6956 6675, Password 771885) at 3:00 p.m. on May 10, 2022.

Details of the meeting discussion can be obtained through the recording of the Board of Commissioners meeting through a Public Records Request submitted in person or through the HACSB website: <https://hacsb.com/public-records-request/>

1) Call to Order and Roll Call

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

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

Also in attendance were Maria Razo, Executive Director; Gus Joslin, Deputy Executive Director; Rishad Mitha, Director of Operations; Jennifer Dawson, Director of Human Resources; Nicole Beydler, Director of Policy and Public Relations; Renee Kangas, Sr. Management Analyst; Evan Miles, Project Manager; Angie Lardapide, Procurement and Contracts Supervisor; Clifford Goss, Procurement Officer; Ronald Kennedy, Management Analyst; Kristin Maithonis, Assistant Director of Housing Services; Jesus Medina, Rehab Project Coordinator; Christine Guevara, Homeownership Specialist and Claudia Hurtado, Executive Assistant.

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

2) Additions or Deletions to the Agenda

The Chair called for additions or deletions to the May 10, 2022 agenda. There were none.

3) General Public Comment

The Chair provided an opportunity for members of the public to address the Board of Commissioners. There was no public comment.

4) Closed Session

CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Gov't Code Section 54957.6:

HACSB designated negotiator/representative: Jennifer Dawson, Director of Human Resources

Employee organization: Teamsters Local 1932

Following closed session number 4, General Counsel Fred Galante reported that the Board of Commissioners held a closed session to discuss the item, as listed on the agenda, and no reportable action was taken.

5) Executive Director's Report

The Executive Director's Report was requested.

Executive Director Razo gave the Executive Director's Report.

6) Board Building Presentation

The Board Building Presentation was requested.

Representative from Potomac Partners D.C., Dan Feliz, gave the Board Building Presentation which included an overview of the Housing Authority of the County of San Bernardino's legislative platform and advocacy preparation.

Discussion amongst the Board of Commissioners took place regarding the Board Building.

7) Emergency Housing Vouchers Implementation Update

Discussion calendar item number 7 to receive update from staff on Emergency Housing Vouchers implementation, was requested.

Executive Director Razo explained the item.

8) Resolution No. 147

Discussion Calendar item number 8 to Adopt Resolution No. 147 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 period of May 16, 2022 through June 15, 2022, was requested.

Executive Director Razo explained the item.

Commissioner MacDuff moved to approve discussion calendar item number 8, as recommended by staff and Commissioner Tarango seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

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

Nays

9) Resolution No. 149

Discussion calendar item number 9 to 1) Adopt Resolution No. 149 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 December 31, 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 was requested.

Executive Director Razo explained the item.

Commissioner MacDuff moved to approve discussion calendar item number 9, as recommended by staff, and Commissioner Miller duly seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

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

Nays

10) Resolution No. 148

Discussion calendar item number 10 to Adopt Resolution No. 148, approving revisions to the Housing Authority of the County of San Bernardino's Personnel Policy Handbook, was requested.

Executive Director Razo explained the item.

Discussion amongst the Board of Commissioners took place regarding resolution No. 148.

Commissioner MacDuff moved to approve discussion calendar item number 10, as recommended by staff, and Commissioner Tarango duly seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

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

Nays

11) Resolution No. 145

Discussion calendar item number 11 to Adopt Resolution No. 145 adopting the Policy Manual governing the Housing Authority of the County of San Bernardino's Emergency Solutions Grant, was requested.

Executive Director Razo explained the item.

Commissioner Tarango moved to approve discussion calendar item number 11 as recommended by staff. The motion was duly seconded by Commissioner Cooper, and upon roll call the Ayes and Nays were as follows:

Ayes

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

Nays

12) Memorandum of Understanding with San Bernardino County Department of Behavioral Health for Veterans Housing Initiative Program

Discussion calendar item number 12 to 1) Approve the non-financial Memorandum of Understanding with the San Bernardino County Department of Behavioral Health for the Veterans Housing Initiative Program beginning July 1, 2022 through June 30, 2027, 2) Authorize and direct the Executive Director to execute and deliver the Memorandum of Understanding 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 Razo explained the item.

Commissioner Miler moved to approve discussion calendar item number 12 as recommended by staff. The 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 Tarango

Nays

13) Uncollectible Portability Accounts for the Housing Choice Voucher Program to be Written Off

Discussion calendar item number 13 to Approve the write-off of portability accounts for the Housing Choice Voucher Program that has been deemed uncollectible in the amount of \$6,122.44, was requested.

Executive Director Razo explained the item.

Commissioner Miller moved to approve discussion calendar item number 13 as recommended by staff. The 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 Tarango

Nays

14) Contract Amendment with the San Bernardino County Transitional Assistance Department for California Work Opportunity and Responsibility to Kids Housing Support Program Services

Discussion calendar item number 14 to 1) Approve a contract amendment with the San Bernardino County Transitional Assistance Department for the provision of California Work Opportunity and Responsibility to Kids Housing Support Program services increasing the amount by \$18,162,657 for a total contract amount not to exceed \$31,122,657 and extending the term by two years through June 30, 2024, 2) Authorize and direct the Executive Director to execute and deliver the contract to the San Bernardino County Transitional Assistance Department and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Commissioner Tarango moved to approve discussion calendar item number 14 as recommended by staff. The 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 Tarango

Nays

15) Contract Amendment with Knowledge and Education for Your Success, Inc. for California Work Opportunity and Responsibility to Kids Housing Support Program Services

Discussion calendar item number 15 to 1) Approve a contract amendment with Knowledge and Education for Your Success, Inc. for the provision of California Work Opportunity and Responsibility to Kids Housing Support Program Housing Navigator Services increasing the amount by \$18,162,657 for a total contract amount not to exceed \$31,122,657 and extending the term by two years through June 30, 2024

2) Authorize and direct the Executive Director to execute and deliver the contract to Knowledge and Education for Your Success, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Commissioner Tarango moved to approve discussion calendar item number 15 as recommended by staff. The 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 Tarango

Nays

16) On-Call Contracts with CSR Air Conditioning & Heating, Neighborly Heating & Cooling Inc. and First Response Air Conditioning & Heating Inc. for HVAC Services Agency-wide

Discussion calendar item number 16 to 1) Approve Contract No. PC1263 with CSR Air Conditioning & Heating, Neighborly Heating & Cooling Inc., and First Response Air Conditioning & Heating Inc. for on-call heating, ventilation, and air conditioning services for a three-year period from May 11, 2022 through May 10, 2025 with a single two-year option through May 10, 2027, 2) Approve an appropriation in an amount not to exceed \$789,000 for on-call heating, ventilation, and air conditioning services through May 10, 2025, 3) Authorize and direct the Executive Director to execute and deliver the contracts to CSR Air Conditioning, Neighborly Heating & Cooling, and First Response Air Conditioning and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Commissioner Tarango moved to approve discussion calendar item number 16 as recommended by staff. The 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 Tarango

Nays

Discussion amongst the Board of Commissioners took place regarding board agenda item number 16.

17) Contract Amendments for Landscaping Services for Multiple Housing

Discussion calendar item number 17 to 1) Approve Amendments to Contract No. OC1152, effective May 11, 2022, for agency-wide landscaping services with Advanced Environmental Landscape Corp. increasing the current amount by \$279,580 for a total contract amount not to exceed \$814,314, and to Priority Landscape Services LLC, increasing the current amount by \$185,750 for a total contract amount not to exceed \$506,596 for an aggregate total amount not-to-exceed \$1,320,910 and exercising the single year option extension for both contracts through April 30, 2023, 2) Authorize and direct the Executive Director to execute and deliver the contract amendments to Advanced Environmental Landscape Corp. and Priority Landscape Services LLC and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director explained the item.

Commissioner Tarango moved to approve discussion calendar item number 17 as recommended by staff. The 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 Tarango

Nays

18) Approve various agreements and documents to facilitate construction of the Valencia Grove Phase II affordable housing project

Discussion calendar item number 18 to 1) Adopt a resolution No. 146 to:

a) Authorize the Housing Authority to the County of San Bernardino to enter into a Loan Agreement, Ground Lease Agreement, Agreement to Enter Into a Housing Assistance Payment contract with Valencia Grove II, LLC, Completion Guaranty with Cathay Bank, and Amended

Disposition Agreement with HUD for the construction of the Valencia Grove Phase II Affordable Housing Project; and

b) Authorize the Executive Director to act, in consultation with Legal Counsel, on behalf of the Housing Authority of the County of San Bernardino in its capacity as Member of Valencia Grove II, LLC with regard to any action requiring a unanimous vote of the Members as delineated under Article 7 of the Operating Agreement of the LLC,

c) Authorize the Executive Director of the Housing Authority of the County of San Bernardino, upon consultation with Legal Counsel, to make modifications, execute and deliver the Loan Agreements, Ground Lease Agreement, Agreement to Enter Into a Housing Assistance Payment contract, Completion Guaranty, Amended Disposition Agreement, and the ancillary documents for each necessary to carry out and close the transaction.

2) Director the Executive Director of the Housing Authority of the County of San Bernardino to transmit all documents and amendments to the Secretary within 30 days of execution, was requested.

Executive Director explained the item.

Commissioner Tarango moved to approve discussion calendar item number 18 as recommended by staff. The 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 Tarango

Nays

Discussion amongst the Board of Commissioners took place regarding board agenda item number 18.

19) Sale of Three Single-Family Homes

Discussion calendar item number 19 to 1) Authorize the sale of real property owned by the Housing Authority of the County of San Bernardino at 12797 9th Street, Yucaipa; 14463 Welsh Court, Hesperia; and 14469 Welsh Court, Hesperia, 2) Adopt Resolution No. 150 finding the sale of the properties to be exempt from the California Surplus Land Act insofar as the properties are to be transferred with affordability restrictions pursuant to Government Code Section 25539.4, 3) Authorize the Executive Director or her designee to negotiate the sale to income-qualified households at an affordable sales price of three Single Family Homes owned by the Housing Authority of the County of San Bernardino located at:

a) 12797 9th Street, Yucaipa, CA 92399 for a price not to exceed \$436,000

b) 14463 Welsh Court, Hesperia, CA 92345 for a price not to exceed \$357,000

c) 14469 Welsh Court, Hesperia, CA 92345 for a price not to exceed \$345,000

4) Authorize the Executive Director to execute silent second mortgages, if required to effectuate the sale of each home to eligible family(s), to be recorded against the properties with 45-year affordability covenants prepared in a form approved by Legal Counsel, 5) Authorize the

Executive Director to approve decreases to the total sales prices, not to exceed 5% of the asking price for each home if required to effectuate the sale to eligible family(s), 6) Authorize the Executive Director to upon consultation with Legal Counsel, to make any necessary changes, and to execute all agreements and documents required for the sale of the real properties listed above, and to close escrow on the sale of each, was requested.

The Executive Director & Deputy Executive Director explained the item.

Commissioner Tarango moved to approve discussion calendar item number 18 as recommended by staff. The motion was duly seconded by Commissioner Cooper, and upon roll call, the Ayes and Nays were as follows:

Ayes

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

Nays

21-24) Consent Items

Approval of the consent calendar agenda items numbers 21 - 24 was requested.

Commissioner Tarango moved to approve consent calendar agenda item numbers 21 - 24, to:

21) Approve and file Agency-wide Financial Statements through December 2021.

22) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on April 12, 2022.

23) Approve and file Agency-wide Financial Statements through January 2022.

24) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of February 2022.

The 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 Tarango

Nays

Chair Johnson provided an opportunity for individual board member comments. Commissioner MacDuff acknowledged reading via the Potomac Partners report that Congress is holding hearings on fire safety at federally assisted housing. Chair Johnson showed appreciation for the HACSB team's hard work.

There being no other business, Commissioner Tarango moved for the regular meeting of Tuesday, May 10, 2022, 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 5:30 p.m.

Tim Johnson, Chair

Beau Cooper, Vice Chair

Cassie MacDuff

Sylvia Miller

Bobby Tarango

Attest:

Secretary

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

June 14, 2022

FROM

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

SUBJECT

Agency-wide Financial Statements through February 2022

RECOMMENDATION(S)

Approve and file Agency-wide Financial Statements through February 2022.
(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 loss through February 2022 for Federal Fiscal Year (FFY) 2021-22 is \$(190,020). The net loss is currently lower than the anticipated \$5,000,863 budgeted net income, with a variance of \$5.2 million. The primary reasons for the budget variance are included below.

The primary reason for the budget variance is attributed to \$1.9 million in capital fund grant expenses that have not yet been incurred. There are also lower than anticipated costs in administrative expenses in the amount of \$1.3 million mainly due to timing related to the computer software annual costs, lower than anticipated vacancy turnover expenses and lower administrative salaries due to vacant positions. The variance is also due to physical needs work that was budgeted but will be completed later in the year in the amount of \$1.1 million (reflected in the extraordinary maintenance expenses line). Examples of extraordinary maintenance expenses budgeted include asphalt repairs, concrete repairs, roofing work and exterior painting. Overall, housing assistance payment revenue is \$6.6 million less than expected due to a current lower lease rate accounting for \$3.4 million of that amount along with a cash offset from HUD in the amount of \$2 million, which will be deposited in HACSB's HUD held reserves account. Depreciation expenses and other non-operating items are not budgeted and amount to \$2.5 million through February 2022.

Financial Summary	FY 2022 YTD
Revenues	\$61,558,347
Expenses	\$(59,249,904)
Operating Net Income/(Loss)	\$2,308,443
Operating Transfers/Non-Operating Items	\$(2,498,464)
Net Income/(Loss)	\$(190,020)

BACKGROUND INFORMATION

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2021-22 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.

Despite ongoing 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 June 7, 2022.

HACSB Budget Comparison

Period = Oct 2021-Feb 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	11,176,040	10,872,225	303,815	2.79	26,093,339
Total Other Tenant Income	301,297	250,575	50,722	20.24	600,732
NET TENANT INCOME	11,477,337	11,122,800	354,537	3.19	26,694,072
GRANT INCOME					
TOTAL GRANT INCOME	47,953,051	57,008,616	-9,055,565	-15.88	136,820,678
OTHER INCOME					
TOTAL OTHER INCOME	2,127,959	3,539,403	-1,411,444	-39.88	6,918,012
TOTAL INCOME	61,558,347	71,670,819	-10,112,472	-14.11	170,432,762
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	2,403,159	4,325,429	1,922,270	44.44	10,381,030
ADMINISTRATIVE					
Total Administrative Salaries	5,457,809	5,921,696	463,887	7.83	14,891,275
Total Legal Expense	193,034	206,071	13,036	6.33	493,744
Total Other Admin Expenses	2,392,032	2,462,503	70,471	2.86	6,012,450
Total Miscellaneous Admin Expenses	1,019,901	1,379,702	359,800	26.08	2,799,577
TOTAL ADMINISTRATIVE EXPENSES	9,062,776	9,969,971	907,195	9.10	24,197,045
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	291,439	89,830	-201,609	-224.43	212,482
UTILITIES					
TOTAL UTILITY EXPENSES	1,479,191	1,590,636	111,445	7.01	3,883,825
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	1,250,642	1,111,464	-139,177	-12.52	2,768,190
Total Materials	338,665	390,857	52,192	13.35	936,669
Total Contract Costs	1,184,556	1,684,027	499,471	29.66	4,048,806
TOTAL MAINTENANCE EXPENSES	2,773,863	3,186,349	412,486	12.95	7,753,664
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	683,691	528,717	-154,974	-29.31	1,218,695
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	656,624	1,738,781	1,082,156	62.24	3,710,753
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	41,295,949	44,633,726	3,337,777	7.48	107,120,942
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	603,211	606,518	3,306	0.55	1,455,642
TOTAL OPERATING EXPENSES	59,249,904	66,669,956	7,420,052	11.13	159,934,078
OPERATING NET INCOME	2,308,443	5,000,863	-2,692,420	-53.84	10,498,684
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	2,498,464	0	-2,498,464	N/A	0
NET INCOME	-190,020	5,000,863	-5,190,883	-103.80	10,498,684

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

June 14, 2022

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 March 2022

RECOMMENDATION(S)

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of March 2022.

(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 March 31, 2022, is \$47,242.46. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in its annual budget.

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. As part of HACSB's standard property management business practices, Board of Commissioners approval is requested to write off these accounts as accounts receivable losses to the Authority Owned Portfolio. Losses during this time period are primarily for voluntary move-outs and evictions. The total write-off for the month of March 2022 is \$47,242.46, as delineated in the following table. Attached is a worksheet that itemizes the individual accounts.

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss
for the Month of March 2022
June 14, 2022

SUMMARY BY PROPERTY MANAGEMENT		
PROPERTY	NO. VACATED	TOTAL
203 - Maplewood	2	13,538.70
207 - Barstow	1	-
402 - Summit Place	0	-
403 - Summit Walk	1	911.00
407 - Sunset Pointe	0	-
408 - Sunrise Vista	0	-
409 - Andalusia	0	5,782.00
418 - Grandview	1	126.00
426 - Sunnyside	1	9,152.00
428 - Charlemagne	1	3,517.00
Concessions Write Off	0	-
TOTAL RENT WRITE OFF	7	33,026.70
Miscellaneous Charges		5,790.33
Maintenance Charges		10,804.93
Legal Charges		4,251.50
Security Deposits Applied		(6,631.00)
NET TOTAL WRITE OFF		47,242.46

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 26, 2022.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

03/31/22

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
203 - Maplewood													
1	T.	C.		V	479.00	529.70			925.90	-	1,455.60	993.00	462.60
2	M.	R.		E	1,045.00	13,009.00		5,641.33	6,101.57	2,227.50	26,979.40	1,293.00	25,686.40
3													
TOTALS:						13,538.70	-	5,641.33	7,027.47	2,227.50	28,435.00	2,286.00	26,149.00
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	Resident 30 day notice	NA	NA	NA	NA	NA	NA	NA	NA		03/10/22		
2	60 day notice for failure to recertify	07/28/21	Posted and Mailed	06/04/21	11/12/21	12/09/21		02/08/22	NA		03/17/22		

207 - Barstow													
1	R.	M.		V	775.00	-			1,143.27		1,143.27	800.00	343.27
2													
TOTALS:						-	-	-	1,143.27	-	1,143.27	800.00	343.27
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	Resident 30 Day Notice	NA	NA	NA	NA	NA	NA	NA	NA		03/21/22		
2													

402 - Summit Place													
1	M.	J.							(75.38)		(75.38)		(75.38)
							-				-		-
TOTALS:						-	-	-	(75.38)	-	(75.38)	-	(75.38)
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												

403 - Summit Walk													
2	C.	E.		V	819.00	911.00	-	50.00		1,124.00	2,085.00	1,035.00	1,050.00
							-				-		-
TOTALS:						911.00	-	50.00	-	1,124.00	2,085.00	1,035.00	1,050.00
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		
2	30 Day Notice	03/08/22									03/12/22		

*Reasons: E=Evictions 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:

03/31/22

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
407 - Sunset Pointe													
3	S.	B.							(554.96)		(554.96)		(554.96)
							-				-		-
TOTALS:						-	-	-	(554.96)	-	(554.96)	-	(554.96)
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
3	Payment on bad debt												

408 - Sunrise Vista													
4	B.	N.							(1,830.37)		(1,830.37)		(1,830.37)
							-			-	-		-
TOTALS:						-	-	-	(1,830.37)	-	(1,830.37)	-	(1,830.37)
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
4	Payment on bad debt												

409 - Andalusia													
1	E.	A.		S	960.00	5,782.00			1,711.90		7,493.90	960.00	6,533.90
2													
TOTALS:						5,782.00	-	-	1,711.90	-	7,493.90	960.00	6,533.90
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Skipped	NA	NA	NA	NA	NA	NA	NA	NA		03/01/202		
2													

418 - Grandview													
5	Z.	A.		D	700.00	126.00	-	24.00	389.00		539.00	400.00	139.00
							-				-		-
TOTALS:						126.00	-	24.00	389.00	-	539.00	400.00	139.00
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		
5	Death										02/28/22		

426 - Sunnyside													
6	S.	M.		E	1,445.00	9,152.00			3,564.00	900.00	13,616.00	400.00	13,216.00
7	H.	L.							(1,200.00)		(1,200.00)		(1,200.00)
											-		-
TOTALS:						9,152.00	-	-	2,364.00	900.00	12,416.00	400.00	12,016.00

*Reasons: E=Evictions 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:

03/31/22

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date			Vacate Date	
6	3 Day Pay or Quit	09/10/21	Posted	09/21/21	12/01/22	N						02/10/22	
7	Collection on bad debt												
428 - Charlemagne													
8	D.	A.		V	1,295.00	3,517.00		75.00	630.00		4,222.00	750.00	3,472.00
											-		-
											-		-
TOTALS:						3,517.00	-	75.00	630.00	-	4,222.00	750.00	3,472.00
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	
8	30 Day Notice	02/16/22										03/18/22	

ALL PROPERTY TOTALS:						33,026.70	-	5,790.33	10,804.93	4,251.50	53,873.46	6,631.00	47,242.46
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Submitted by:

Lucy Leslie

Date:

4/18/2022

Reviewed by:

Rishad Mitah

Date:

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

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

June 14, 2022

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

This item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as this is a monthly informational 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 new Emergency Housing Voucher (EHV) program in the amount of \$4,323,517. The contract is funded in part by supportive services fees received by HACSB from the U.S. Department of Housing and Urban Development (HUD) and the Emergency Solutions Grant (ESG) 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 part of the continuing reports as requested by the Board and as such this report will focus on data and other implementation related items. As the EHV program progresses and Brilliant Corners is further utilized, more information on the performance of the contract will be presented.

At this juncture it is important to note that HACSB has requested a reduction in the ESG contract with the County of San Bernardino. The primary reason for the requested reduction is the time sensitive nature of the contract as unexpended funds may be lost to the County. Since this program launched in October, 2021 which was the beginning of the ESG contract, mobilization and the referral process did not allow for rapid expenditures at the beginning of the contract. As such HACSB has proactively reached out to the County for a reduction of contracted funds so that the County may re-program the funds to use with other ESG funded projects.

The EHV program launched on October 4, 2021 for HACSB to start receiving referrals. We are happy to share that 67 families have been housed. We continue to accept referrals and a waiting list has been administered as to not over obligate the program. A breakdown of the referrals received as of May 16th is as follows:

Emergency Housing Voucher Housing Navigation Status Update
June 14, 2022

Coordinated Entry System (CES)	Victim Service Providers (VSP)	Total submission to Date	Referred for Housing Search/Navigation	Housed
666	91	757	353	67

Below are key points related to the status of the EHV program and the housing navigation contract as of May 16, 2022:

- HACSB has received 66% more referrals than authorized vouchers (authorized vouchers: 455). It is important to note HACSB is still accepting referrals because not all referrals will receive vouchers (due to eligibility issues) and not all voucher holders will be housed (due to inventory, vacancy and client involvement concerns).
- 67 families have been housed (21 additional since the last report) and 245 families are searching for housing with the assistance of the housing navigation services through Brilliant Corners.
- An additional 65 vouchers are scheduled to be issued in June.
- Families have been searching for an average of 83 days for housing. This is a five day increase since the last report.
- The unit offers range from the west side of the county to the high and low deserts.
- Brilliant Corners conducts routine case conferencing meetings with the largest referring partner, San Bernardino County Department of Behavioral Health.
- Incomplete applications from referring partners continues to be a challenge. HACSB will continue to schedule trainings for partners to assist with this matter.
- Rent increases outpacing HACSB's payment standards was a challenge. However, the payment standard increase approved at the March 8th Board of Commissioners meeting will assist with this issue.
- Finally, the lack of available rental housing inventory continues to be a major challenge for the program. Families with EHV vouchers are competing for units with over 1,000 families that have vouchers from other programs and also traditional market rate renters.

Overall, the outlook for the EHV program is positive as more families are being placed in housing each month and HACSB will continue to issue vouchers at a rapid pace.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 7, 2022.

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

June 14, 2022

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. 151 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 period of June 16, 2022 through July 15, 2022.

(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.

On October 12, 2021, the Board adopted Resolution No. 125 (Item No. 10) 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.

On November 9, 2021, the Board adopted Resolution No. 127 (Item No. 7) re-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 period of November 12, 2021, through December 12, 2021.

On December 14, 2021, the Board adopted Resolution No. 129 (Item No.2) 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 period of December 14, 2021, through January 13, 2022.

On January 11, 2022, the Board adopted Resolution No. 132 (Item No. 8) 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 period of January 14, 2022, through February 13, 2022.

On February 8, 2022, the Board adopted Resolution No. 134 (Item No. 8) 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 period of February 14, 2022, through March 15, 2022.

On March 8, 2022, the Board adopted Resolution No. 136 (Item No. 7) 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 period of March 16, 2022, through April 15, 2022.

On April 12, 2022, the Board adopted Resolution No. 141 (Item No. 12) 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 period of April 16, 2022, through May 16, 2022.

On May 10, 2022, the Board adopted Resolution No. 147 (Item No. 8) 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 period of May 16, 2022, through June 15, 2022.

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 through July 15, 2022.

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 an additional 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

Continue Resolution AB361 Brown Act Remote Meetings During a State of Emergency
June 14, 2022

This item has been reviewed by General Legal Counsel, on May 26, 2022.

HOUSING AUTHORITY RESOLUTION NO. 2022-151

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 PERIOD OF JUNE 16, 2022, THROUGH JULY 15, 2022

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 even fully vaccinated individuals can spread the virus to others resulting in rapid increases of COVID-19 cases and hospitalizations; and

WHEREAS, San Bernardino County currently has a Community Transmission metric of "low"; and

WHEREAS, the Board hereby acknowledges that such emergency conditions continue to 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 Omicron 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 Omicron 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. As such, the Board hereby authorizes the continued use of the remote teleconferencing procedures for meetings of the Board, as authorized by Government Code section 54953(e) *et seq.*, for the period of June 16, 2022, through July 15, 2022.

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) July 15, 2022, 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, Month Date, 2022.

Secretary

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

June 14, 2022

FROM

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

SUBJECT

Grant of Easement and Right of Way to Southwest Gas Corporation

RECOMMENDATION(S)

1. Approve a grant of easement and right of way to Southwest Gas Corporation, to use and maintain an underground natural gas supply system on real property owned by the Housing Authority of the County of San Bernardino, at 1050 Deseret Avenue in the City of Barstow.
2. Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept and sign ancillary documents or exhibits necessary to finalize and record the grants of easement with the County of San Bernardino Recorder.

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

GOALS & OBJECTIVES

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

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

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 the cost of recording these easement documents will be provided by Southwest Gas Company (SGC).

BACKGROUND INFORMATION

HACSB currently owns and manages approximately 2,135 units of multi-family housing throughout San Bernardino County of which various utility companies provide services to these properties. The utility company, SGC, during routine inspections and maintenance activities has identified the gas line on this property that needs replacement. Under the Southwest California Gas Tariff, set by the Public Utilities Commission of California, a customer receiving natural gas service must provide all easements necessary to provide the natural gas service to the property. As a result, approval of this item is necessary for SGC to receive a grant of easement and right of way at the HACSB real property located at 1050 Deseret Avenue in the City of Barstow. This action will result in the replacement of the natural gas line on this property to be replaced with minimal disruption to the housing residents at this location.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 26, 2022.



SOUTHWEST GAS CORPORATION

April 8, 2022

HOUSING AUTHORITY COUNTY OF
SAN BERNARDINO
1053 N D St
San Bernardino, CA 92410-3521

RE: Property: 1050 Deseret Ave, Barstow, CA 92311-6900
APN: 0183-171-23-0000

Dear Property Owner,

Southwest Gas Corporation (Southwest) is committed to maintaining the integrity of its natural gas pipeline facilities. Through routine inspection and maintenance activities, Southwest has identified the existing Southwest-owned and operated natural gas lines currently located on the above-referenced property for replacement.

In order to accomplish this replacement, Southwest requires a formal grant of easement from the property owner to memorialize the implicit easement rights that already exist for the natural gas facilities.

As required under Southwest's California Gas Tariff, approved by the California Public Utilities Commission, an applicant for natural gas service must provide all easements necessary to install facilities required to provide the natural gas service to the subject property, together with ingress and egress rights and physical access.

With this background, please find enclosed for signature Southwest's Grant of Easement form. Please have the appropriate authorized person(s) representing the owner(s) of record sign the easement form where indicated; have the signature(s) notarized; and return the document to me in the enclosed envelope. The document stamped "COPY" is for your records. If you do not have access to a notary public, please contact me for assistance.

Thank you for your cooperation and prompt response in this matter. If you have any questions or concerns, I can be reached at (928) 242-4181, Amber.Spear@swgas.com or you may contact Tara McBride, Right of Way Analyst I, at (760) 951-4056, Tara.McBride@swgas.com. Your consideration to this matter is appreciated.

Respectfully,

Amber Spear, Acquisition Sciences Ltd.
Representing Southwest Gas Corporation

Enclosures

13471 Mariposa Road / Victorville, CA 92395
P.O. Box 1498 / Victorville, CA 92393-1498 / (877) 860-6020
www.swgas.com

APN # 0183-171-23-0000

Recording Requested By/Return To:
Southwest Gas Corporation
PO Box 1498
Victorville, CA 92393-1498

DOCUMENTARY TRANSFER TAX \$

- () Computed on full value of property conveyed.
() Computed on full value less liens & encumbrances remaining thereon at time of sale.

Signature of individual determining tax



SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

This form is used to acquire land rights for installation of pipeline(s) and appurtenances.

Prepared By	<u>AAS5</u>	Reviewed By	<u>TLM8</u>
Sec. <u>7</u>	T <u>9N</u>	R <u>1W</u>	Meridian <u>San Bernardino</u>
County	<u>San Bernardino</u>	State	<u>California</u>
W.R. No.	<u>4436293</u>	W.O. No.	<u>16213</u>

I (We) Housing Authority of the County of San Bernardino

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto **SOUTHWEST GAS CORPORATION**, a California Corporation, its successors, assigns, licensees, and invitees as reasonably necessary to effect the purpose of the easement, hereinafter referred to as Grantee, a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBIT(s) "A"

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.

Form 335.00 (08/2015) 581 - Microsoft Word

[Link to Form Instructions](#)

W.R. No. 4436293W.O. No. 16213

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said easement unto Grantee, its successors, assigns, licensees, and invitees, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has executed this Grant of Easement this

_____ day of _____, _____.

Housing Authority of the County of San Bernardino

Grantor _____

By:

Grantor _____

ACKNOWLEDGMENT

STATE OF _____)

)

COUNTY OF _____)

On _____, before me, _____,
(here insert name of the officer)

a notary public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____

COUNTY OF _____

On _____ before me, _____,
(Date) (Name and title of the officer)

personally appeared _____,
(Name of person signing)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of officer

(Seal)

EXHIBIT "A"
SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT
WR# 4436293

APN: 0183-171-23-0000

THAT PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10.00 FEET IN WIDTH, BEING 5.00 FEET ON EACH SIDE OF THE CENTERLINE OF THE NATURAL GAS PIPELINE(S), LYING WITHIN THAT PARCEL OF LAND AS DESCRIBED IN WARRANTY DEED, RECORDED IN OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, IN INSTRUMENT #1984-239144 ON OCTOBER 4, 1984.

THIS DESCRIPTION WAS PREPARED BY SOUTHWEST GAS CORPORATION PURSUANT TO CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 8730(C).

APN # 0183-171-23-0000

Recording Requested By/Return To:
Southwest Gas Corporation
PO Box 1498
Victorville, CA 92393-1498

DOCUMENTARY TRANSFER TAX \$

- () Computed on full value of property conveyed.
() Computed on full value less liens & encumbrances remaining thereon at time of sale.

Signature of individual determining tax



SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT

This form is used to acquire land rights for installation of pipeline(s) and appurtenances.

Prepared By	AAS5	Reviewed By	TLM8
Sec. 7	T 9N	R 1W	Meridian
County	San Bernardino	State	California
W.R. No.	4436293	W.O. No.	16213

I (We) Housing Authority of the County of San Bernardino

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SEE ATTACHED EXHIBIT(s) "A"

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.

Form 335.00 (08/2015) 581 - Microsoft Word

[Link to Form Instructions](#)

W.R. No. 4436293W.O. No. 16213

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said easement unto Grantee, its successors, assigns, licensees, and invitees, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has executed this Grant of Easement this

_____ day of _____, _____.

Housing Authority of the County of San Bernardino

Grantor _____

By:

Grantor _____

ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____)

On _____, before me, _____,
(here insert name of the officer)

a notary public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ALL CAPACITY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____

COUNTY OF _____

On _____ before me, _____,
(Date) (Name and title of the officer)

personally appeared _____,
(Name of person signing)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of officer

(Seal)

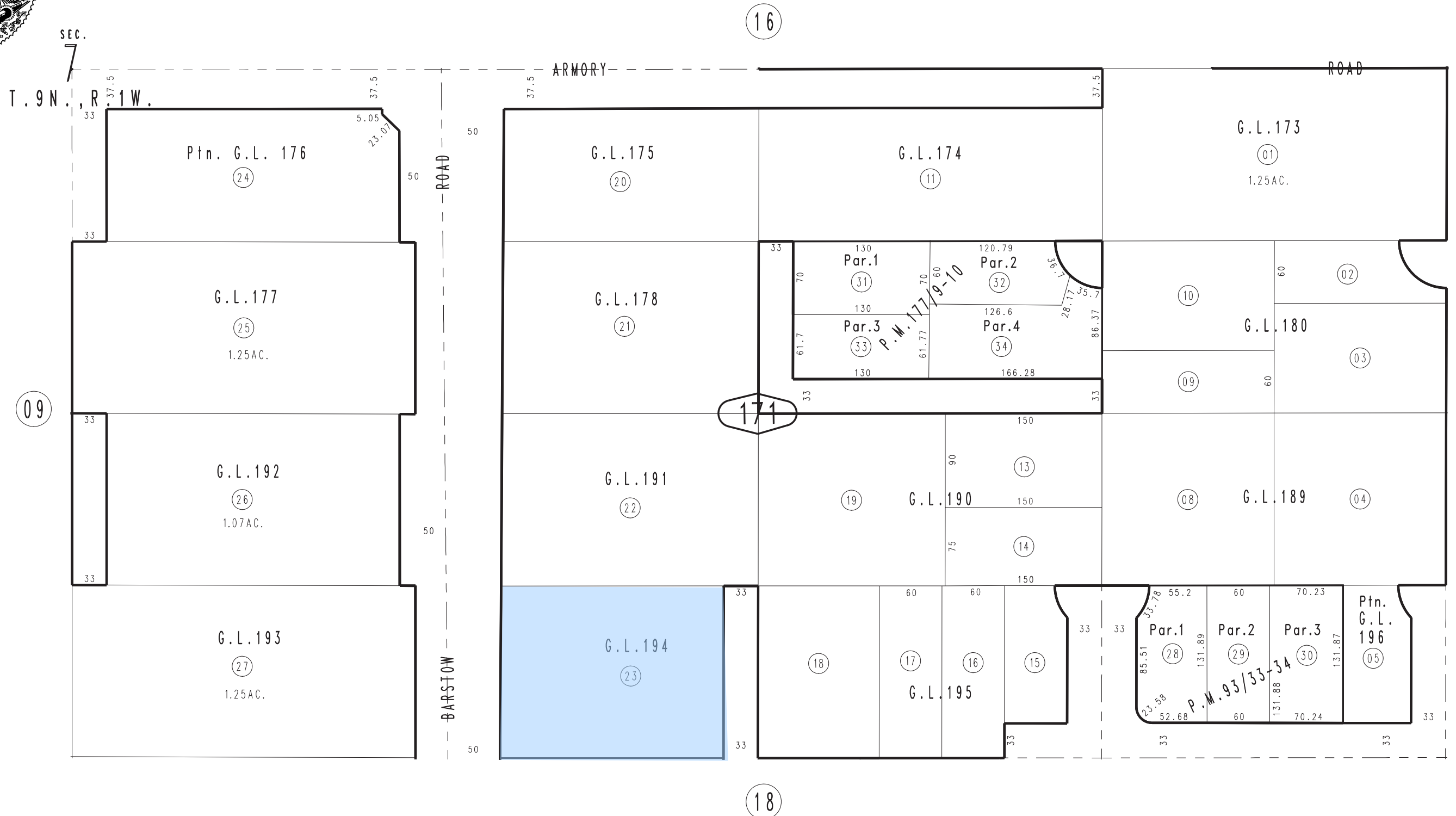
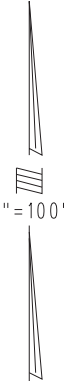
EXHIBIT "A"
SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT
WR# 4436293

APN: 0183-171-23-0000

THAT PORTION OF THE SOUTHEAST QUARTER (SE ¼) OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 1 WEST, SAN BERNARDINO BASE AND MERIDIAN, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 10.00 FEET IN WIDTH, BEING 5.00 FEET ON EACH SIDE OF THE CENTERLINE OF THE NATURAL GAS PIPELINE(S), LYING WITHIN THAT PARCEL OF LAND AS DESCRIBED IN WARRANTY DEED, RECORDED IN OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, STATE OF CALIFORNIA, IN INSTRUMENT #1984-239144 ON OCTOBER 4, 1984.

THIS DESCRIPTION WAS PREPARED BY SOUTHWEST GAS CORPORATION PURSUANT TO CALIFORNIA BUSINESS AND PROFESSIONS CODE SECTION 8730(C).



RECORDING
RECEIVED BY
Continental Land Title Company

When recorded Mail to:

Housing Authority of the County of San Bernardino
1053 North "D" Street
San Bernardino, California 92410

Attn: Claudio Padres
F-034; B-15

84-239144

RECORDED IN
OFFICIAL RECORDS

1984 OCT -4 PM 3:08

SAN BERNARDINO
CO., CALIF.

84-239144

NO FEE
A

Mail Tax Statement to
Return Address Above

Documentary
Transfer Tax \$ -7-

Continental Land Title Company

By: Patricia Brier
Agent

428-044-20

WARRENTY DEED

O'KEEFE GROUP, LTD., a Limited Partnership (hereinafter called GRANTOR), for and in consideration of the sum of: \$600,000.00

Six hundred fifty six thousand, one hundred twenty dollars and 00/100, has GRANTED, SOLD, AND CONVEYED, and by these presents does HEREBY GRANT, SELL, AND CONVEY unto the

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

all of that certain real property lying and being situated in San Bernardino County, California, more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes;

Subject, however, to the restrictions, covenants, conditions, easements, rights of way, and outstanding mineral interests, if any, described in Exhibit "B" likewise attached hereto and made part hereof for all purposes.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the tenements, hereditaments, and appurtenances thereto in anywise belonging and any right, title, and interest in GRANTOR in and to adjacent streets, alleys, and rights of way, unto the said GRANTEE, its successors and assigns forever.

GRANTOR does hereby bind itself and its successors and assigns TO WARRANT AND FOREVER DEFEND the property conveyed to GRANTEE and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Executed this 25 day of SEPTEMBER, 1984

Grantor

O'KEEFE GROUP, LTD., a Limited Partnership

By:

John E. O'Keefe, Jr., General Partner

3003 6, 821 Part 1 Ship 1st American Title Company

STATE OF CALIFORNIA
COUNTY OF San Bernardino

SS

On September 25, 1984

before me the undersigned a Notary Public in and for

said State personally appeared John C. O'Keefe, Jr.

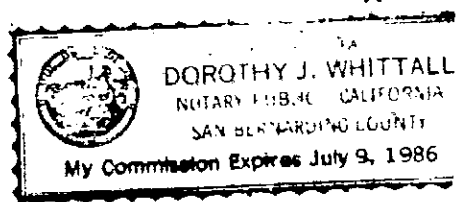
84-239144

personally known to me or proved to me on the basis of satisfactory evidence to be the person that executed the within instrument as General Partner, ~~XXXXXXXX~~
~~XXXXXXXX~~ O'Keefe Group Ltd ~~XXXXXXXXXXXX~~
the partnership

therein named and acknowledged to me that the partnership executed it

WITNESS my hand and official seal

Signature Dorothy J. Whittall



(This area for official notarial seal)

EXHIBIT "A"

Government Lot 194, Section 7, Township 9 North, Range 1 West,
San Bernardino Meridian, in the City of Barstow, County of San
Bernardino, State of California, according to the Official Plat
thereof.

Excepting such oil, gas and all other mineral deposits, together with
the rights to prospect for, mine and remove the same, as were required
to be reserved to the United States by the Act of June 1, 1938, as
amended, and as reserved in the Patent from the United States, recorded
April 20, 1958, in Book 4493, Page 582, of Patents.

84-239144

EXHIBIT "B"

An easement for roadway and public utilities as reserved by the United States of America, over a strip of land not exceeding 34 feet in width, located along the boundaries of said land therein described in Patent recorded April 28, 1958 in Book 1122, Page 187 of Patents.

Subject to such rights for pipeline purposes as the Northwest Gas Corp., Ltd., may have under Section 28 of the Act of February 25, 1922 (42 Stat. 487), as amended by the Act of August 31, 1935 (49 Stat. 671).

An easement for streets and incidental purposes, as granted in the instrument recorded January 13, 1960, as Instrument No. 8-10122, Official Records.

An easement for streets, sewer, pipelines and incidental purposes, as granted in the instrument recorded September 7, 1962, as Instrument No. 87-17780, Official Records.

An easement for public utilities and incidental purposes, as granted to Southern California Edison Company and Continental Telephone Company of California in deed recorded June 20, 1963, as Instrument No. 83-13812, Official Records.

Matters which are disclosed by an A.L.T.A. Survey prepared by RDA Engineers dated September 7, 1984.

84-239144

27/32

RECORD OF SURVEY

IN THE CITY OF BARSTOW

OF A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 1 WEST,

SAN BERNARDINO MERIDIAN, SAN BERNARDINO COUNTY, CALIFORNIA

J. RONALD WHITE & ASSOCIATES

MAY, 1977

TABLE OF FOUND MONUMENTS

MON. NO.	DESCRIPTION
1.	3/4" I.P., R.C.E. 7208 (fits N.E. tie per CSFB 455/32)-Replaced with 2" I.P. & brass cap stamped "T 9 N, R 1 W, 1/4 S7, 1977, L.S. 3240" S18
2.	3/4" I.P. (in lieu of 1" I.P.) per Tr. No. 7922, M.B. 102/62-64 (Barstow City Eng. tag missing)-Set tag L.S. 3240
3.	3/4" I.P. (in lieu of 1" I.P.) per Tr. No. 7922, M.B. 102/62-64 (Barstow City Eng. tag missing)-Set tag L.S. 3240
4.	2-1/2" U.S.G.L.O. brass cap in well stamped "E 1/16 S7, 1951" per CSFB 491/17 S18
5.	3/4" I.P. (in lieu of 1" I.P.) tagged Barstow City Eng. per Tr. No. 7922, M.B. 102/62-64
6.	3/4" I.P., no reference-Set tag L.S. 3240
7.	1/2" I.P., L.S. 2981, in orig. 2"x3" redwood stake - Set nail & flash with tag L.S. 3240 on surface
8.	2" I.P. & brass cap stamped "T 9 N, R 1 W, S7/S8, 1967, L.S. 2380" per R.S. 26/22 S18/S17
9.	1" I.P., L.S. 2981
10.	1" I.P., L.S. 2981
11.	3/4" I.P., no reference - Set tag L.S. 3240
12.	Orig. 2"x3" redwood stake - Set tag L.S. 3240
13.	3/4" I.P., L.S. 2981, in orig. 2"x3" redwood stake
14.	Orig. 2"x3" redwood stake - Set tag L.S. 3240
15.	1" I.P., L.S. 2981
16.	1" I.P., no reference, in orig. 2"x3" redwood stake - Set tag L.S. 3240
17.	Orig. 2"x3" redwood stake - Set tag L.S. 3240
18.	1-1/4" I.P., L.S. 2981, in orig. 2"x3" redwood stake
19.	1-1/4" I.P., L.S. 2981, in orig. 2"x3" redwood stake
20.	1/2" I.P., L.S. 2981, in orig. 2"x3" redwood stake
21.	Orig. 2"x3" redwood stake - Set 1" I.P., L.S. 3240
22.	1-1/4" I.P., L.S. 2981
23.	Orig. 2"x3" redwood stake - Set 1" I.P., L.S. 3240
24.	2"x2" stake, L.S. 2981
25.	2-1/2" U.S.G.L.O. brass cap stamped "S 1/16 S 7, 1951" per CSFB 482/34
26.	3/4" I.P., L.S. 2981
27.	1" I.P., R.E. 1126
28.	1-1/2" I.P., R.C.E. 7208
29.	2" I.P., R.C.E. 7208, in orig. 2"x3" redwood stake
30.	2" I.P., R.C.E., 7208, in orig. 2"x3" redwood stake
31.	3/4" I.P., L.S. 2981, in orig. 2"x3" redwood stake
32.	2" I.P., (in lieu of 3" I.P.), R.C.E. 7208, per Tr. No. 7993, M.B. 122/5-6 (fits S.W. tie per CSFB 491/17)
33.	Orig. 2"x3" redwood stake - Set tag L.S. 3240
34.	1-1/2" I.P., L.S. 2981, on surface (in lieu of 1-1/4" I.P., 6" deep) per R.S. 31/2
35.	Orig. 2"x3" redwood stake - Set tag L.S. 3240
36.	Orig. 2"x3" redwood stake - Set tag L.S. 3240
37.	1" I.P., L.S. 2981, per R.S. 32/95
38.	1" I.P., R.C.E. 14382, per R.S. 32/95 (1/2" I.P., L.S. 2981, 0.49'W.)
39.	1-1/4" I.P., L.S. 2981, per R.S. 32/95
40.	Orig. 2"x3" redwood stake - Set 1" I.P., L.S. 3240

MON. NO.	DESCRIPTION
41.	Orig. 2"x3" redwood stake per R.S. 32/95 - Set tag L.S. 3240
42.	Orig. 2"x3" redwood stake per R.S. 32/95 - Set tag L.S. 3240
43.	1" I.P., L.S. 3035
44.	1" I.P., L.S. 2981 per R.S. 31/2
45.	1-1/2" I.P., L.S. 2981 per R.S. 31/2
45-A.	1"x2" stake, no reference - Set 1" I.P., L.S. 3240
46.	Orig. 2"x3" redwood stake - Set 1" I.P., L.S. 3240
47.	1-1/2" I.P., R.C.E. 14382, per R.S. 32/95 - Set nail & flash with tag L.S. 3240 on surface
48.	1" I.P., R.C.E. 14382, per R.S. 32/95
49.	Orig. 2"x3" redwood stake per R.S. 32/95 - Set 1" I.P., L.S. 3240
50.	Orig. 2"x3" redwood stake - Set 1" I.P., L.S. 3240
51.	2" I.P., L.S. 2981, per R.S. 32/95
52.	3/4" I.P., L.S. 2981
53.	1" I.P., L.S. 2981, per CSFB 4315/107
54.	1-1/2" I.P., L.S. 2981 (0.16' No. of cor.)
55.	Caltrans mon. in well stamped "525+56.55 P.O.T. C/L Imp." per State R/W Map No. 905065
56.	Caltrans mon. in bridge deck stamped "532+57.88 P.O.T. C/L Imp.=20+00.00 P.O.T. C/L BSW.RD." per State R/W Map No. 905065
57.	Caltrans mon. in well stamped "544+00.00 P.O.T. C/L Imp." per State R/W Map No. 905065
58.	Caltrans T-bar & cap per State R/W Map No. 905065 & CSFB 4315/107, 0.16'W. (checked for line only)
59.	Caltrans mon. in well stamped "1+64.90 B.C. C/L Imp. 31 & 1+64.90 P.O.T. C/L Imp. 58" per State R/W Map No. 905091
60.	Orig. 2"x3" redwood stake per CSFB 4315/107 - Set tag L.S. 3240
61.	1-1/4" I.P., L.S. 2981
62.	Orig. 2"x3" redwood stake - Set 1" I.P., L.S. 3240 (1-1/2" C.S.M. on 5/8" iron rod per CSFB 515/18, 0.87' So. & 0.24'W.)
63.	2-1/2" U.S.G.L.O. brass cap stamped "NE 1/16, S 7, 1951" per CSFB 4315/105
64.	2-1/2" U.S.G.L.O. brass cap stamped "N 1/16, S7/S8, 1951"

SURVEYOR'S NOTE:

This is a Record of Survey of the East half of Section 7, T 9 N, R 1 W, S.B.M. lying Southerly of Interstate 15 (Barstow) Freeway. Its purpose is to show the recovery of the original monuments, or replacements thereof, shown as being set by the U.S. Bureau of Land Management on the Plat of Dependent Resurvey and Subdivision of Sections 6 & 7, T 9 N, R 1 W, S.B.M. approved November 28, 1952 (C.S. 4315B) and to establish the Southerly boundary of Interstate 15 (Barstow) Freeway in said East half.

SURVEYOR'S CERTIFICATE:

This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Land Surveyor's Act at the request of the Redevelopment Agency of the City of Barstow in April, 1977.

J. Ronald White
J. RONALD WHITE, L.S. 3240

COUNTY SURVEYOR'S CERTIFICATE:

This map has been examined for conformance with the requirements of the Land Surveyor's Act this 8th day of July, 1977.

EUGENE P. EHE, COUNTY SURVEYOR
County of San Bernardino, California

By: *Cornel A. Hise*
Deputy

NOTES:

- 1) Basis of bearings taken from the West line of the NW 1/4 of the SE 1/4 of Section 7, T 9 N, R 1 W, S.B.M. being N 0°35' 00" E per U.S. Bureau of Land Management Plat of Dependent Resurvey and Subdivision of Sections 6 & 7, T 9 N, R 1 W, S.B.M. approved November 28, 1952 (C.S. 4315B)
- 2) —○— Indicates monument found as described in the TABLE OF FOUND MONUMENTS on this sheet. Ties to said monuments tabulated on Sheet 5.
- 3) CSFB Denotes County Surveyor's field book.
- 4) U.S.G.L.O. Denotes United States General Land Office.
- 5) C.S.M. Denotes County Surveyor's monument.
- 6) R.P. Denotes reference point.
- 7) 1" L.S. 3240 R.P. Denotes 1" I.P. tagged "L.S. 3240 R.P."
- 8) Bearings and distances in parenthesis () are record per U.S. Bureau of Land Management Plat of Dependent Resurvey and subdivision of Sections 6 & 7, T 9 N, R 1 W, S.B.M. approved November 28, 1952.
- 9) Distances in brackets [] are record per State Dept. of Transportation R/W Maps No. 905065 & 905091.

971

FILED REQUEST OF	
REDEVELOPMENT AGENCY	
CITY OF BARSTOW	
ON <u>July 13, 1977</u>	
AT <u>3:00 P.M.</u>	IN
BOOK <u>33</u>	PAGE <u>42-46</u>
OF <u>RECORDS OF SURVEY</u>	
SAN BERNARDINO COUNTY	
V. Dennis Wardle, Clerk-Recorder	
FEE <u>No Fee</u>	

33/42

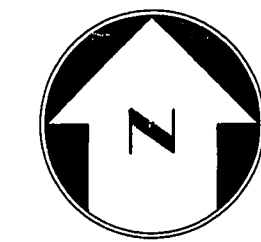
44/33

RECORD OF SURVEY

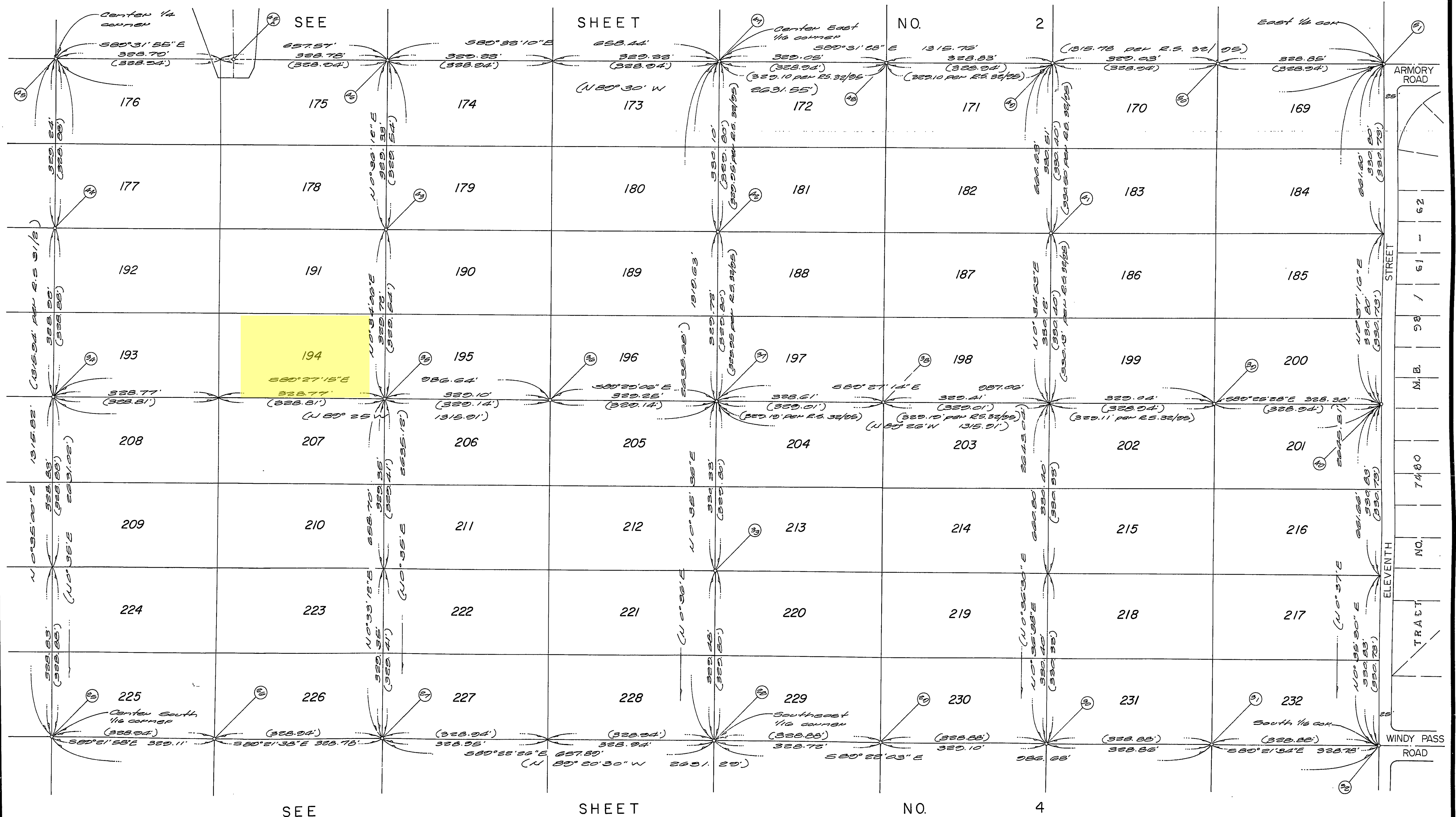
SHEET NO 3 OF 5 SHEETS

IN THE CITY OF BARSTOW
OF A PORTION OF THE EAST HALF OF SECTION 7, TOWNSHIP 9 NORTH, RANGE 1 WEST,
SAN BERNARDINO MERIDIAN, SAN BERNARDINO COUNTY, CALIFORNIA
J. RONALD WHITE & ASSOCIATES

MAY, 1977



Scale: 1" = 180'



33/44

Property Detail Report

1050 Deseret Ave, Barstow, CA 92311-6900

APN: 0183-171-23-0000

Reference ID: Irs 16213
San Bernardino County Data as of: 03/30/2022

Owner Information

Owner Name: Housing Authority Of Co Of San Bndo
Vesting:
Mailing Address:

Occupancy: Unknown

Location Information

Legal Description: Lot 194 Sec 7 Tp 9N R 1W Ex St And Ex Addl St And Ex Mnl Rts Reservation Of Record. County: San Bernardino, CA

APN:	0183-171-23-0000	Alternate APN:	0183-171-23-0000	Census Tract / Block:	012001 / 3006
Munic / Twnshp:	Hesperia	Twnshp-Rng-Sec:	09N-01W-7	Legal Lot / Block:	194 /
Subdivision:		Tract #:		Legal Book / Page:	0183 / 171
Neighborhood:	1050 Deseret Avenu...	School District:	Barstow Unified		
Elementary School:	Crestline Elementa...	Middle School:	Barstow Junior Hig...	High School:	Barstow High
Latitude:	34.88252	Longitude:	-117.0224		

Last Transfer / Conveyance - Current Owner

Transfer / Rec Date:	/ 12/16/1996	Price:		Transfer Doc #:	1996.459171
Buyer Name:	Sec Hud	Seller Name:	Nationsbanc Mtg,	Deed Type:	

Last Market Sale

Sale / Rec Date:	/ 10/04/1984	Sale Price / Type:		Deed Type:	Deed
Multi / Split Sale:		Price / Sq. Ft.:		New Construction:	
1st Mtg Amt / Type:		1st Mtg Rate / Type:		1st Mtg Doc #:	N/A
2nd Mtg Amt / Type:		2nd Mtg Rate / Type:		Sale Doc #:	1984.239144
Seller Name:	Owner Name Unavailable				
Lender:				Title Company:	

Prior Sale Information

Sale / Rec Date:	/ 10/04/1984	Sale Price / Type:		Prior Deed Type:	Deed
1st Mtg Amt / Type:		1st Mtg Rate / Type:		Prior Sale Doc #:	1984.239144
Prior Lender:					

Property Characteristics

Gross Living Area:	13,948 Sq. Ft.	Total Rooms:	0	Year Built / Eff:	1984 / 1984
Living Area:	13,948 Sq. Ft.	Bedrooms:		Stories:	
Total Adj. Area:		Baths (F / H):	495 /	Parking Type:	Off Site
Above Grade:		Pool:	Yes	Garage #:	
Basement Area:		Fireplace:		Garage Area:	
Style:		Cooling:		Porch Type:	
Foundation:		Heating:		Patio Type:	
Quality:		Exterior Wall:		Roof Type:	
Condition:		Construction Type:		Roof Material:	

Site Information

Land Use:	Apartment	Lot Area:	46,173 Sq. Ft.	Zoning:	
State Use:		Lot Width / Depth:		# of Buildings:	1
County Use:	0621 - Apartment, 15 Units And Up	Usable Lot:		Res / Comm Units:	15 / 15
Site Influence:	Type Unknown	Acres:	1.06	Water / Sewer Type:	Public / Public
Flood Zone Code:	X	Flood Map #:	06071C3919H	Flood Map Date:	08/28/2008
Community Name:	City Of Barstow	Flood Panel #:	3919H	Inside SFHA:	False

Tax Information

Assessed Year:	2021	Assessed Value:		Market Total Value:	
Tax Year:	2021	Land Value:		Market Land Value:	
Tax Area:	9-014	Improvement Value:		Market Imprv Value:	
Property Tax:		Improved %:		Market Imprv %:	
Exemption:		Delinquent Year:			

Details Basemap

Share Print Measure 1050 deseret avenue

+

Home

-

Full Screen

SD

100ft

Wisteria Ave

Juniper St

Juniper St

Wisteria Ave

Barstow Rd

Barstow Rd

Barstow Rd

Barstow Rd

Deseret Ave

Deseret Ave

Deseret Ave

Deseret Ave

Luna Dr

Luna Dr

Luna Dr

Luna Dr

Oasis Dr

Oasis Dr

Oasis Dr

Oasis Dr

Candlelight St

Candlelight St

Candlelight St

Candlelight St

(1 of 2)

APN: 018317123

OWNER: HOUSING AUTHORITY OF CO OF SAN BND

LAND VALUE: 0

IMPROVEMENT VALUE: 0

PERS PROP VALUE: 0

EXEMPTION VALUE: 0

HOX:

ACREAGE: 1.06

BASE YEAR: 0

TAX STATUS: EXEMPT FROM ASSESSMENT

TRA: 0009014

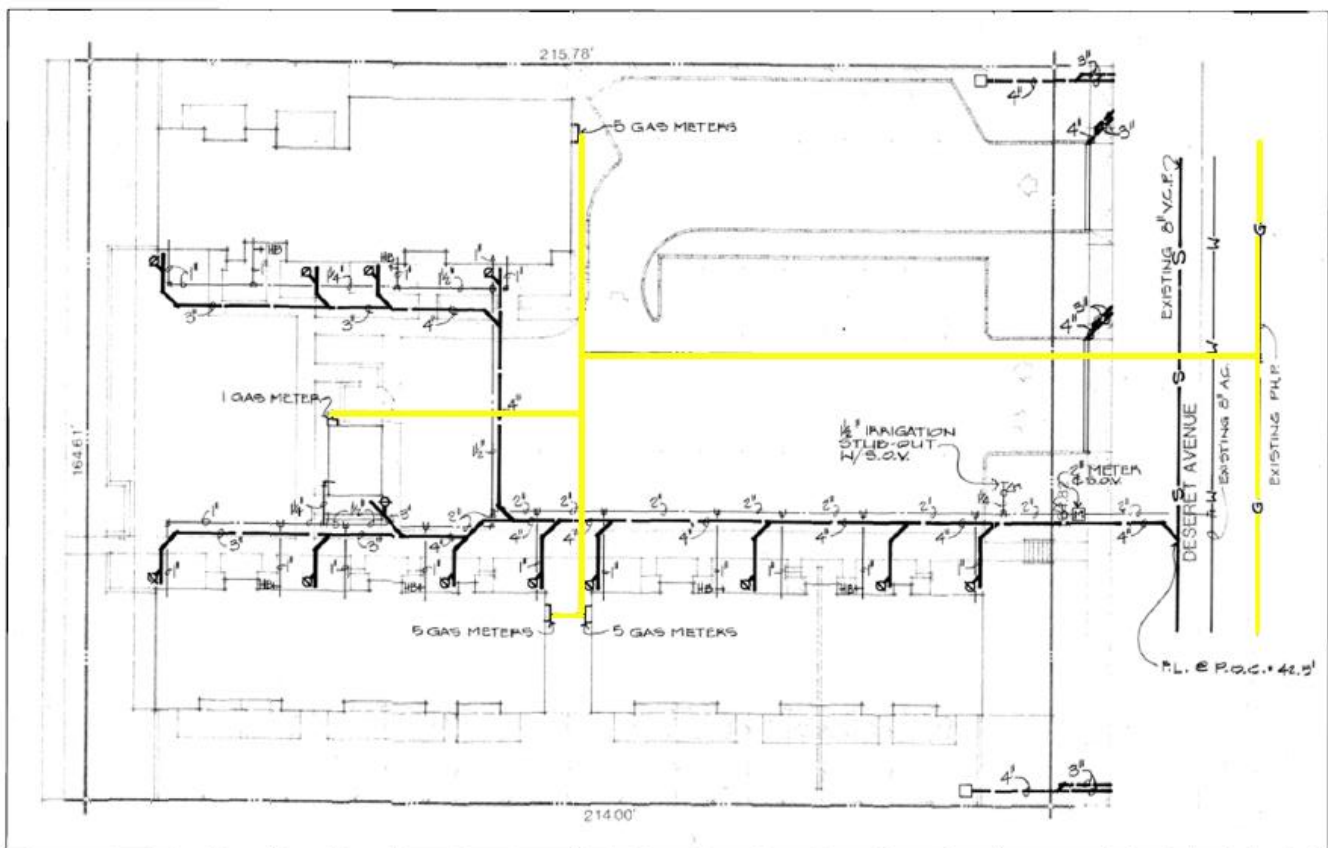
TYPE USE:

Zoom to

San Bernardino County, Maxar, Microsoft | Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies...

POWERED BY ESRI

An aerial photograph of a property located at 1050 South Barstow Avenue. The property features a large, multi-unit building with a grey, gabled roof and several skylights. A paved parking lot with white lines is situated in front of the building, containing several parked vehicles, including a white van and a dark car. The surrounding area includes trees, shrubs, and a sidewalk. The address number '1050' is visible on the building's facade. The street names 'Deseret Ave' and 'Barstow Ave' are labeled on the right and bottom edges of the image, respectively. A small '247' is visible in the bottom left corner.



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

June 14, 2022

FROM

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

SUBJECT

Contract Amendments for On-Call Flooring Services for Affordable Housing Sites

RECOMMENDATION(S)

1. Approve Amendments to Contract No. PC1083, effective June 15, 2022, for on-call flooring services with Singer Carpets and Mike's Custom Flooring, Inc. exercising the one-time two-year option extension for both contracts through October 7, 2024.
2. Approve an appropriation in an amount not to exceed \$548,000 for on-call flooring services through October 7, 2024.
3. Authorize and direct the Executive Director to execute and deliver the contract amendments to Singer Carpets and Mike's Custom Flooring, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

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

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

FINANCIAL IMPACT

The total amount for both contracts is not expected to exceed \$548,000 for the two-year option term, which is funded through the Housing Authority of the County of San Bernardino's (HACSB) property operations budget. The amount for Fiscal Year 2022 is included in the budget and will be included in subsequent fiscal year budgets.

BACKGROUND INFORMATION

HACSB owns and manages several affordable housing communities throughout San Bernardino County. As units become vacant, several renovations must occur to prepare the unit for future rental. We utilize outside flooring contractors to supply and install several types of flooring on an as-needed basis. These flooring contracts are necessary to complete timely unit turnovers upon vacancy.

Due to an additional need for flooring installs throughout the agency for vacancy turns and various renovations, additional funds are needed prior to the expiration of the current base contract term. For efficiency purposes, we would also like to request approval to exercise the upcoming optional contract extension through October 7, 2024.

PROCUREMENT

On July 5, 2019, HACSB issued a Request for Proposal (RFP) PC1083 for On-Call Flooring Services which resulted in the receipt of eight proposals. Outreach efforts included

advertisements in four local newspapers, email invitations, posting on our electronic bidding website, Planet Bids, and posting on the agency website. The proposals were evaluated per the requirements of the RFP in which Singer Carpets and Mike's Custom Flooring, Inc. were deemed reasonably priced, considered responsive, and determined qualified to provide this service to HACSB.

On October 8, 2019, the Board of Governors (Item No. 2) approved contracts, effective October 8, 2019, for agency-wide on-call flooring services to Singer Carpets and Mike's Custom Flooring, Inc. for an overall total amount not to exceed \$934,000 for a three-year base period through October 7, 2022, with a single two-year option to extend the contract through October 7, 2024.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 9, 2022.



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

**AMENDMENT #1 TO CONTRACT FOR ON-CALL FLOORING SERVICES
(PC1083)**

BETWEEN

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

And

SINGER CARPETS

This Amendment No. 1 ("First Amendment"), dated June 15, 2022 ("Effective Date"), to Agreement for On-call Flooring Services (PC1083), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and Singer Carpets ("Contractor").

RECITALS

WHEREAS, the Authority and Contractor entered into a Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated October 8, 2019 relating to On-Call Flooring Services ("Agreement"); per the fee schedule listed in the original Exhibit A;

WHEREAS, the Authority and Contractor now wish to enter into this first Amendment to the Agreement to increase the aggregate contract amount and exercise the two-year option to extend through October 7, 2024.

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 3 of the Agreement is hereby amended to extend the term for an additional two years and expiring on October 7, 2024. Except as so amended, the other provisions of Article 3 shall remain unmodified and in full force and effect.

Section 2. Article 4 of the Agreement, entitled "Price" is hereby amended to increase the aggregate amount payable to Contractor for the provision of the Work based

on the fee schedule as shown 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 Agreement, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

Section 4. Affirmation of Agreement; Warranty Re Absence of Defaults. Authority and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, as amended. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than by way of this Amendment No. 1 as provided herein. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, is currently an effective, valid, and binding obligation.

Contractor 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 Contractor that, as of the date of this First Amendment, Contractor 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.

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Singer Carpets

SINGER CARPETS

**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: June 15, 2022

Completion Date: October 7, 2024

Fee Schedule:

Material and Installation Cost:

ITEM	DESCRIPTION	2019-2020	2021-2022	2023-2024
1.	Carpet: Shaw Patcraft carpet Collection Name: <u>pdQ Basic Stride</u> Style #: <u>IJ0249</u> OR EQUAL	Per Sq. Foot <u>1.32</u>	Per Sq. Foot <u>1.32</u>	Per Sq. Foot <u>1.32</u>
2.	Carpet: Shaw Collection Name: <u>Ride It Out (B)</u> Color #: <u>00710 Cloud Cover</u> OR EQUAL <u>MOHAWK ACHIEVER</u>	<u>.77</u>	<u>.78</u>	<u>.79</u>
3.	Pad: Like kind or equivalent to Leggett & Platt, Royalty, standard bonded, 1/2". Certification: Green Label certified (meets or exceeds the Carpet & Rug Institute's Indoor Air Quality carpet cushion testing program); Warranty 5 year, material only, must be hypo-allergenic. Brand <u>MOHAWK</u> Style <u>P61</u>	<u>.22</u>	<u>.23</u>	<u>.24</u>
4.	Vinyl Sheet Flooring: Shaw Patcraft vinyl Collection Name: <u>Organic Hue</u> Style: <u>I320V</u> OR EQUAL <u>MOHAWK FIELD CREST</u>	<u>1.50</u>	<u>1.50</u>	<u>1.50</u>
5.	Vinyl Composition Tile: Armstrong Style: <u>Imperial Texture, match existing pattern</u> OR EQUAL	<u>1.00</u>	<u>1.00</u>	<u>1.00</u>
6.	Vinyl Planks: Shaw Patcraft vinyl plank Collection Name: <u>Timber Grove</u> Style: <u>I323V</u> OR EQUAL <u>MOHAWK SOHANA</u>	<u>1.85</u>	<u>1.85</u>	<u>1.85</u>
7.	Rubber Wall Base: Like kind or equivalent to VPI, color: Tan, width: 4" style: cove Brand <u>UPI</u> Style <u>rubber 4" cove</u>	<u>1.35</u>	<u>1.35</u>	<u>1.35</u>
8.	Rubber Wall Base: Like kind or equivalent to Burke, Color: Savannah, width: 4" style: TS Brand <u>Burke</u> Style <u>rubber 4" cove</u>	<u>1.35</u>	<u>1.35</u>	<u>1.35</u>
9.	Demolition Only: Removal/Disposal/Recycle	<u>.25</u>	<u>.25</u>	<u>.25</u>
10.	Hourly Rate	<u>\$51⁰⁰_{PR}</u>	<u>\$51⁰⁰_{PR}</u>	<u>\$51⁰⁰_{PR}</u>



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

**AMENDMENT #1 TO CONTRACT FOR ON-CALL FLOORING SERVICES
(PC1083)**

BETWEEN

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

And

MIKE'S CUSTOM FLOORING, INC.

This Amendment No. 1 ("First Amendment"), dated June 15, 2022 ("Effective Date"), to Agreement for On-call Flooring Services (PC1083), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and Mike's Custom Flooring Inc. ("Contractor").

RECITALS

WHEREAS, the Authority and Contractor entered into a Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated October 8, 2019 relating to On-Call Flooring Services ("Agreement"); per the fee schedule listed in the original Exhibit A;

WHEREAS, the Authority and Contractor now wish to enter into this first Amendment to the Agreement to increase the aggregate contract amount and exercise the two-year option to extend through October 7, 2024.

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 3 of the Agreement is hereby amended to extend the term for an additional two years and expiring on October 7, 2024. Except as so amended, the other provisions of Article 3 shall remain unmodified and in full force and effect.

Section 2. Article 4 of the Agreement, entitled "Price" is hereby amended to increase the aggregate amount payable to Contractor for the provision of the Work based

on the fee schedule as shown 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 Agreement, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

Section 4. Affirmation of Agreement; Warranty Re Absence of Defaults. Authority and Contractor each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, as amended. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than by way of this Amendment No. 1 as provided herein. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 1, is currently an effective, valid, and binding obligation.

Contractor 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 Contractor that, as of the date of this First Amendment, Contractor 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.

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Mike's Custom Flooring, Inc.

MIKE'S CUSTOM FLOORING, INC.

**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: June 15, 2022

Completion Date: October 7, 2024

Fee Schedule:

Material and Installation Cost:

ITEM	DESCRIPTION	2019-2020	2021-2022	2023-2024
1.	Carpet: Shaw Patcraft carpet Collection Name: <u>pdO Basic Stride</u> Style #: <u>I10249</u> OR EQUAL	Per Sq. Foot. \$2.45	Per Sq. Foot \$2.62	Per Sq. Foot \$2.80
2.	Carpet: Shaw Collection Name: <u>Ride It Out (B)</u> Color #: <u>00710 Cloud Cover</u> OR EQUAL	\$2.05	\$2.19	\$2.34
3.	Pad: Like kind or equivalent to Leggett & Platt, Royalty, standard bonded, 1/2". Certification: Green Label certified (meets or exceeds the Carpet & Rug Institute's Indoor Air Quality carpet cushion testing program); Warranty 5 year, material only, must be hypo-allergenic. Brand <u>Future Foam</u> Style <u>Top Flight 1/2" 8lb</u>	\$0.35	\$0.37	\$0.39
4.	Vinyl Sheet Flooring: Shaw Patcraft vinyl Collection Name: <u>Organic Hue</u> Style: <u>I320V</u> OR EQUAL	\$7.79	\$8.33	\$8.91
5.	Vinyl Composition Tile: Armstrong Style: <u>Imperial Texture, match existing pattern</u> OR EQUAL	\$3.05	\$3.26	\$3.48
6.	Vinyl Planks: Shaw Patcraft vinyl plank Collection Name: <u>Timber Grove</u> Style: <u>I323V</u> OR EQUAL	\$4.65	\$4.97	\$5.31
7.	Rubber Wall Base: Like kind or equivalent to VPI, color: Tan, width: 4" style: cove Brand <u>Burke</u> Style <u>VPI</u>	\$2.30	\$2.46	\$2.63
8.	Rubber Wall Base: Like kind or equivalent to Burke, Color: Savannah, width: 4" style: TS Brand <u>Burke</u> Style	\$2.50	\$2.67	\$2.85
9.	Demolition Only: Removal/Disposal/Recycle	0.35¢	\$0.37	\$0.39
10.	Hourly Rate	\$60	\$72.76	\$77.85

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

June 14, 2022

FROM

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

SUBJECT

Appropriation Increase for Temporary Staffing Services

RECOMMENDATION(S)

Approve an increase in appropriations for temporary staffing services in the amount not to exceed of \$350,000 through July 22, 2023.

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

GOALS & OBJECTIVES

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

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

HACSB has secured the resources needed for accomplishing its mission.

FINANCIAL IMPACT

The increase of appropriations for temporary staffing services is not expected to exceed \$350,000 through July 23, 2023, which is included within the Housing Authority of the County of San Bernardino (HACSB) approved property budgets.

BACKGROUND INFORMATION

Temporary staffing services have been necessary to cover project and work tasks requiring additional assistance, along with covering for staff absences on approved leaves and/or employment separations.

HACSB is currently utilizing five (5) temporary administrative staff and one accounting Specialist through our temporary staffing services contracts. Additional funds are needed to complete the last year of these contracts for ongoing waitlist pulls and eligibility services for our Housing Services department as well as coverage for at least one staff member on leave. Currently temporary staffing rates are much higher than previous rates due to current market conditions. Staffing agencies are having difficulties providing staff at the rates originally agreed by contract.

On July 10, 2018, the San Bernardino County Housing Commission approved three contracts for as needed temporary staffing services with Apple One Employment Services, HB Staffing, and Manpower Group US Inc., all for a three-year base term beginning July 23, 2018 through July 22, 2021 with a two-year extension options through July 23, 2023.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 9, 2022.