

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

TO BE HELD TELEPHONICALLY  
August 9, 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: 857 4599 4527  
Password: 319437

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](mailto:publiccomment@hacsb.com) and will be read into the record, limited to 3 minutes per comment. Some comments may not be read due to time limitations.

**AGENDA**

**PUBLIC SESSION**

- 1) Call to Order and Roll Call
- 2) Additions or deletions to the agenda
- 3) General Public Comment - Any member of the public may address the Board of Commissioners on any matter not on the agenda that is within the subject matter jurisdiction of the Board. To make a comment on a specific agenda item, 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](mailto:publiccomment@hacsb.com). Your comments will be placed into the record at the meeting. Efforts will be made to read the comments into the record, but some comments may not be read due to time limitations.

## **DISCUSSION CALENDAR**

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

- 4) Receive the Executive Director's Report for August 9, 2022.  
(Page 1)
- 5) Receive the board building presentation for August 9, 2022, an overview of the Housing Authority of the County of San Bernardino's public housing repositioning through the Rental Assistance Demonstration program.  
(Page 2)
- 6) Adopt Resolution No. 160 approving a Memorandum of Understanding between the Housing Authority of the County of San Bernardino and Teamsters Local 1932 for a three year period from August 10, 2022 through September 30, 2025.  
(Page 3-36)
- 7) 1 – Approve Amendment No. 2 to Contract No. PC1018, effective September 1, 2022, with Loma Linda University, for research and evaluation services increasing the current contract amount by \$104,958.50 for a total contract amount not to exceed \$337,749.50 through July 22, 2023.  
  
2 – Authorize and direct the Executive Director to execute and deliver the contract amendment to Loma Linda University, and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 37-42)
- 8) 1 – Approve Amendment to Agreement No. PC847, effective August 10, 2022, with the San Bernardino County Fleet Management Department, for maintenance, fuel, repair services, and replacement parts for vehicles and equipment exercising one of the two, single year option extensions through September 30, 2023.  
  
2 – Approve a total amount not to exceed \$207,000 for an overall amount not to exceed \$957,000.  
  
3 – Authorize and direct the Executive Director to execute and deliver the contract to the San Bernardino County Fleet Management Department, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 43-45)
- 9) 1 – Award contract No. PC1256, effective August 10, 2022, to ACCI Roofing Services for roofing services for the 74 units at the 7<sup>th</sup> Street, Public Housing community in the city of Barstow, in an amount not to exceed \$904,357.  
  
2 – Authorize and direct the Executive Director to execute and deliver the contract to ACCI Roofing Services, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 46-67)

- 10) 1 – Approve the second amendment to the Project-Based Voucher Program Housing Assistance Payments Contract with Housing partners I, Inc. to revise the contract end date to November 30, 2022.  
  
2 – Authorize and direct the Executive Director to execute and deliver the second amendment to the Project-Based Voucher Program Housing Assistance Payment Contract and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 68-72)
- 11) Adopt Resolution No. 158 approving FY 2022-2023 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing programs effective October 1, 2022.  
(Pages 73-85)

## **CONSENT CALENDAR**

### APPROVAL OF CONSENT ITEMS: # 12 - 17

- 12) Approve the meeting minutes for the Board of Commissioner of the Housing Authority of the County of San Bernardino Regular Meeting held on July 12, 2022.  
(Pages 86-95)
- 13) Approve and file Agency-wide Financial Statements through April 2022.  
(Pages 96-98)
- 14) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of May 2022.  
(Pages 99-104)
- 15) Receive update from staff on Emergency Housing Vouchers implementation.  
(Pages 105-106)
- 16) Adopt Resolution No. 159 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 August 16, 2022 through September 15, 2022.  
(Pages 107-112)
- 17) Approve the removal and donation of a storage container located at the Housing Authority of the County of San Bernardino owned property, 13088 Monte Vista Avenue in the City of Chino, to Yucaipa-Calimesa Joint Unified School District on behalf of Yucaipa High School.  
(Pages 113-117)
- 18) Individual Board member Comments
- 19) Adjourn

This agenda contains a brief description of each item of business to be considered at the meeting. In accordance with the Ralph M. Brown Act, this meeting agenda is posted at least 72

hours prior to the regularly scheduled meeting at the Housing Authority of the County of San Bernardino (HACSB) Building located at 715 East Brier Drive, San Bernardino, California, 92408. The agenda and its supporting documents can be viewed online at <http://www.hacsb.com>. However, the online agenda may not include all available supporting documents or the most current version of documents.

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

It is the intention of the HACSB to comply with the Americans with Disabilities Act (ADA). If you require special assistance, HACSB will attempt to accommodate you in every reasonable manner. Please contact Cynthia Robinson at (909) 890-5388 at least 48 hours prior to the meeting to inform us of your particular needs.

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

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

**August 9, 2022**

**FROM**

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

**SUBJECT**

Executive Director's Report for August 9, 2022

**RECOMMENDATION(S)**

Receive the Executive Director's Report for August 9, 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 July 13, 2022.

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

**August 9, 2022**

**FROM**

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

**SUBJECT**

Board Building Presentation for August 9, 2022

**RECOMMENDATION(S)**

Receive the board building presentation for August 9, 2022, an overview of the Housing Authority of the County of San Bernardino's public housing repositioning through the Rental Assistance Demonstration program.

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

**GOALS & OBJECTIVES**

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

**FINANCIAL IMPACT**

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

**BACKGROUND INFORMATION**

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

This month's board building presentation will include an overview of HACSB's public housing repositioning through HUD's Rental Assistance Demonstration (RAD) program.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on July 13, 2022.

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

**August 9, 2022**

## **FROM**

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

## **SUBJECT**

**Teamsters Local 1932 Memorandum of Understanding**

## **RECOMMENDATION(S)**

Adopt Resolution No. 160 approving a Memorandum of Understanding between the Housing Authority of the County of San Bernardino and Teamsters Local 1932 for a three year period from August 10, 2022 through September 30, 2025.

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

## **GOALS & OBJECTIVES**

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

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

## **FINANCIAL IMPACT**

Approval of the proposed Memorandum of Understanding (MOU) will not have an additional financial impact to the Housing Authority of the County of San Bernardino (Agency). Changes related to the footwear reimbursement and on call stipends for maintenance staff were approved by the Board of Commissioners (Board) (Item No. 13) on April 12, 2022 and resulted in a cost not expected to exceed \$26,372 for the remainder of Fiscal Year (FY) 2021-2022 and were incorporated into the FY 2022-2023 budget which was approved by the Board (item No. 8)) on July 12, 2022. Also, any salary changes related to represented employees are already included as part of the full Agency compensation study which was approved by the Board (Item No. 10) on July 12, 2022. The Agency's compensation study was conducted by a third party pursuant to the agency's compensation philosophy, which was adopted in August of 2010.

## **BACKGROUND INFORMATION**

On February 11, 2021, Teamsters Local 1932 ("Teamsters") filed a petition for formal recognition with the Public Employment Relations Board ("PERB") and the Agency seeking to represent a proposed "Miscellaneous Bargaining Unit" of Agency employees.

The Agency processed Teamsters' recognition petition and the documents related in accordance with the Agency's Employer-Employee Relations Resolution ("EERR") (Resolution No. 21-108). The Agency's EERR contains local rules for the administration of labor relations, including uniform procedures for the recognition of employee organizations and procedures when working with employee organizations. The Agency granted Teamsters formal recognition after the Agency made an affirmative determination that the petition complied with the EERR and Teamsters showed a majority of support from employees for their representation.

Teamsters currently represents the Miscellaneous Bargaining Unit (Unit) comprised of full-time employees, excluding all part-time, temporary, and/or probationary employees, in the following

Teamsters Local 1932 Memorandum of Understanding  
August 9, 2022

classifications: Affordable Housing Specialist, Administrative Services Specialist, Community Manager, Housing Services Specialist, Lead Housing Services Specialist, Maintenance Supervisor, Maintenance Technician, Portability Specialist, and Porter.

With the Agency's recognition of Teamsters as the sole and exclusive representative of the Miscellaneous Bargaining Unit, the Agency and Teamsters commenced negotiations for a comprehensive MOU that would govern the labor contract relationship between the Agency, Teamsters, and their represented members, pursuant to the Meyers-Milias Brown Act ("MMBA"), codified at Government Code section 3500 *et seq.*

The Agency and Teamsters labor representatives formally met and conferred in good faith on January 24, February 2, February 9, February 16, February 23, March 9, March 16, April 13 and June 16, 2022 regarding wages, hours, and other terms and conditions of employment and reached and executed various Tentative Agreements for an MOU for the period of August 10, 2022 through September 30, 2025. On June 27, 2022, Teamsters ratified the Tentative Agreements by a vote of its membership.

The Agency's labor relations representatives and Teamsters' representatives have concurrently and jointly prepared the MOU between the Agency and Teamsters for the period August 10, 2022 through September 30, 2025, subject to approval by the Board. (Attached hereto as part of Exhibit "A.") Once approved by the governing body of a local agency, an MOU becomes a binding agreement between the employee organization and the local agency.

A general summary of the deal points of the Tentative Agreements and MOU between the Agency and Teamsters for the period of August 9, 2022 through September 30, 2025 is as follows:

- Three-year term (August 10, 2022 – September 30, 2025).
- The Agency recognizes Teamsters as the recognized employee organization for the Miscellaneous Bargaining Unit.
- The Agency retains all of its inherent managerial rights, functions and authorities.
- The Agency will deduct membership dues, and other fees from the wages and salaries of members of Teamsters and remit the total amount to Teamsters within 30 days of the date of deduction.
- Teamsters is provided access to new employee orientations, work locations, Unit employees personnel records, and Agency bulletin boards as specified.
- One employee and up to two alternates may be designated as a shop steward to represent employees in the unit and provides reasonable leave time to such stewards.
- Effective the first full payroll period covering August 5, 2022, the Agency will implement updated Salary Ranges set forth in Attachment A to the MOU. This is consistent with Board approved Salary Range changes on July 12, 2022, which was pursuant to the Agency's compensation study.
- Effective the first full payroll period in October 2023, all Agency employees, including Unit employees, will receive a market rate adjustment in their base salaries up to a maximum of 4% as determined by the percentage increase in the Consumer Price Index for All Urban Consumers for the Riverside-San Bernardino-Ontario area measured from July 2022 to July 2023, contingent upon budget available. This is consistent with board approval of the Compensation Philosophy changes on July 12, 2022, which was pursuant to the Agency's compensation study.



Teamsters Local 1932 Memorandum of Understanding  
August 9, 2022

- Effective the first full payroll period in October 2024, all Agency employees, including Unit employees, will receive a market rate adjustment in their base salaries up to a maximum of 4% as determined by the percentage increase in the Consumer Price Index for All Urban Consumers for the Riverside-San Bernardino-Ontario area measured from July 2023 to July 2024, contingent upon budget available. This is consistent with Board approval of the Compensation Philosophy changes on July 12, 2022, which was pursuant to the Agency's compensation study.
- Unit Employees subject to the requirement to purchase protective footwear will receive a protective footwear reimbursement of up to \$125 per fiscal year. This is consistent with the Protective Footwear Reimbursement policy approved by the Board in April 2022. The MOU provides a grievance procedure for a Unit employee to initiate a grievance for an alleged violation of a specific provision of the MOU and provides a right of representation to the grievant.
- The Agency's Personnel Rules Handbook contains discipline procedures. The MOU updates and revises those discipline procedures and indicates the causes for discipline, types of discipline which may be imposed on employees, and the procedures for discipline.
- The MOU may only be modified or amended by written agreement between the Agency and Teamsters and formally approved by resolution of the Agency's Board.
- If any portion of the MOU is declared void or unenforceable, the remainder of the MOU remains valid and enforceable.
- If there is a 5% or greater reduction in any one or more sources of revenue during the period April 1 through September 30 or October 1 through March 1 compared to the immediately preceding same period of time, the MOU shall be subject to a reopener at the direction of the Agency.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on July 18, 2022.

## **HOUSING AUTHORITY RESOLUTION NO. 2022-160**

### **A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AND TEAMSTERS LOCAL 1932, FOR THE PERIOD OF AUGUST 10, 2022 THROUGH SEPTEMBER 30, 2025**

#### **RECITALS**

**WHEREAS**, on February 11, 2021, Teamsters Local 1932 (“Teamsters”) filed a petition for formal recognition with the Public Employment Relations Board (“PERB”) and the Housing Authority of the County of San Bernardino (“Agency”) seeking to represent a proposed “Miscellaneous Bargaining Unit” of Agency employees; and

**WHEREAS**, the Agency processed Teamsters’ recognition petition and the documents related thereto in accordance with the Agency’s Employer-Employee Relations Resolution (“EERR”) (Resolution No. 21-108), which contains local rules for the administration of labor relations, including uniform procedures for the recognition of employee organizations and procedures when working and communicating with employee organizations; and

**WHEREAS**, the Agency granted Teamsters formal recognition after the Agency made an affirmative determination that the petition complied with the EERR and Teamsters showed a majority of support from the employees being proposed to be represented; and

**WHEREAS**, Teamsters currently represents the Miscellaneous Bargaining Unit comprised of full-time employees, excluding all part-time, temporary, and/or probationary employees, in the following classifications: Affordable Housing Specialists, Administrative Services Specialist, Community Manager, Housing Services Specialist, Lead Housing Services Specialist, Maintenance Supervisors, Maintenance Techs, Portability Specialist, and Porters; and

**WHEREAS**, the Agency and Teamsters labor representatives formally met and conferred in good faith regarding wages, hours, and other terms and conditions of employment and reached and executed various Tentative Agreements for a Memorandum of Understanding (“MOU”) for the period of August 10, 2022 through September 30, 2025; and

**WHEREAS**, on June 27, 2022, Teamsters ratified the Tentative Agreements by a vote of its membership; and

**WHEREAS**, the Agency’s labor relations representatives and Teamsters’ representatives have concurrently and jointly prepared the MOU between the Agency and Teamsters for the period of August 10, 2022 through September 30, 2025, subject to approval by the Board of Commissioners; and

**WHEREAS**, once approved by the governing body of a local agency, such as the Agency, a MOU becomes a binding agreement between the employee organization and the local agency; and

**WHEREAS**, the Board of Commissioners now desires to accept, adopt, approve and implement the MOU between the Agency and Teamsters for the period of August 10, 2022 through September 30, 2025.

**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 Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct and are incorporated herein by reference.

Section 2. The Board of Commissioners hereby accepts, adopts, approves and implements the Memorandum of Understanding between the Housing Authority of the County of San Bernardino and Teamsters Local 1932 for the period of August 10, 2022 through September 30, 2025, a copy of which is attached hereto as **Exhibit A**.

Section 3. The Executive Director is hereby authorized and directed to execute the Memorandum of Understanding between the Housing Authority of the County of San Bernardino and Teamsters Local 1932 for the period of August 10, 2022 through September 30, 2025.

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES:

NOES:

ABSENT:

STATE OF CALIFORNIA                     )  
   )  
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, August 9, 2022.

\_\_\_\_\_  
Secretary

**Memorandum of Understanding**  
**Between**  
**Housing Authority of the County of San Bernardino**  
**and**  
**Teamsters Local 1932**



**Effective August 10, 2022 through September 30, 2025**

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**Memorandum of Understanding  
Between  
Housing Authority of the County of San Bernardino  
and  
Teamsters Local 1932**

This Memorandum of Understanding (“MOU”) reflects the tentative collective bargaining agreement reached between the authorized labor relations representatives of the Housing Authority of the County of San Bernardino (“Agency”) and the recognized employee organization identified as Teamsters Local 1932 (“Teamsters” or “Union”). This MOU shall have no force or effect until the date upon which the Board of Commissioners formally accepts and approves this MOU by resolution or other official act.

**ARTICLE 1 – TERM OF AGREEMENT**

Except as otherwise specified herein, the term of this MOU shall be effective from and after August 10, 2022 and shall expire at midnight on September 30, 2025.

**ARTICLE 2 – RECOGNITION**

For the purposes of meeting its obligations under the Meyers-Milias-Brown Act (Government Code Sections 3500 et seq.), Agency rules, regulations, and/or laws affecting wages, hours, and other terms and conditions of employment, the Agency hereby affirms its recognition of Teamsters Local 1932 (“Union”), as the exclusive recognized employee organization for the Miscellaneous Bargaining Unit (“Unit”), which consists of full-time employees, excluding all part-time, temporary, and/or probationary employees, in the following classifications:

Affordable Housing Specialists, Administrative Services Specialist, Community Manager, Housing Services Specialist, Lead Housing Services Specialist, Maintenance Supervisors, Maintenance Techs, Portability Specialist, and Porters.

Additional classifications may be added to the above list either by mutual signed amendment to this MOU and/or through the unit modification process set forth in the Agency’s Employer-Employee Relations Resolution No. 21-108.

The parties to this MOU affirm their mutual commitment to the goals of effective and efficient public service, good employee morale, and amicable employer-employee relations. The parties encourage the highest possible degree of friendly cooperative relationships between their respective representatives at all levels and with and between all employees.

**ARTICLE 3 – NON-DISCRIMINATION**

The provisions of this MOU shall be applied equally to all represented employees without unlawful harassment, discrimination, retaliation, and disrespectful or other unprofessional conduct based on race (including, but not limited to, hair texture and protective styles such as braids, locks and twists), religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions and possession of a driver’s license issued under Vehicle Code section

12801.9), ancestry, physical or mental disability, medical condition, genetic information/characteristics, marital status/registered domestic partner status, sex (including pregnancy, childbirth, breastfeeding or related medical conditions), sex stereotype, gender identity, gender expression/transgender (including whether or not you are transitioning or have transitioned), sexual orientation, age (40 and over) or military and veteran status or any other basis protected by federal, state, or local law or ordinance or regulation.

#### **ARTICLE 4 – UNION ACCESS TO NEW EMPLOYEE ORIENTATIONS AND INFORMATION**

- A. The Authority agrees to provide, when practical, no less than ten (10) days' notice in advance of any new employee orientations and provide the Union access to the orientation(s). Orientation refers to any onboarding process, whether in person, online or through other means. Access shall be determined by the Union, which could mean representational attendance or correspondence. The Union shall advise the Authority reasonably in advance as to the type of access requested. The Authority agrees to provide such reasonable notice of current employees that have changed position status (i.e., part-time to full time, promotional).
- B. The Authority agrees to provide the Union with the name, job title, department, work location, and work telephone number of newly hired employees within thirty (30) days of the date of hire. The Authority also agrees to provide the Union with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses and home address of all Unit employees once a quarter.
- C. Notwithstanding the foregoing and pursuant to Government Code Section 6254.3, the Agency will not provide the Union with any home address, home telephone number, personal cellular telephone number, personal email address or birth date of any employee who has made a written request to the Agency regarding non-disclosure of said information. Upon receipt of a written request for non-disclosure of employee information, the Agency will provide the Union with a copy of that request.

#### **ARTICLE 5 – UNION ACCESS TO WORK LOCATIONS**

The parties recognize and agree that in order to maintain good employee relations, it is necessary for Business Agents of Teamsters to have access to work locations and to confer with Agency employees during working hours in order to post bulletins on the Union designated bulletin board or assigned space on a designated bulletin board, investigate and process grievances and disciplinary actions, or meet with members for the purpose of representing members in their relations with the Agency.

Teamsters Business Agents shall be granted access upon obtaining authorization from the Human Resources Director and/or their designee prior to entering a work location and after advising of the general nature of the business. However, the Director of Human Resources and/or their designee may deny access or terminate access to work locations if, in their judgment, it is deemed that the visit would interfere with the efficiency, safety, or security of agency operations. The Director of Human Resources and/or their designee shall not unreasonably withhold timely access to work locations. The Director of Human Resources and/or their designee shall ensure that there is at all times someone

designated who shall have full authority to approve access. If a request is denied, the Director of Human Resources and/or their designee shall establish a mutually agreeable time for access to the employee.

Teamsters Business Agents granted access to work locations shall limit such visits to a reasonable period of time, taking into consideration the nature of the grievance or appeal. The Director of Human Resources and/or their designee may mutually establish with the Teamsters Representative reasonable limits as to the number of visits authorized with the same employee on the same issue, and reasonable limits as to the number of employees who may participate in a visit when several employees are affected by a specific issue. The Agency shall not unduly interfere with Teamsters' right to access work locations.

## **ARTICLE 6 – UNION ACCESS TO PERSONNEL RECORDS**

Generally, the Union as the exclusive representative is entitled to all information that is necessary and relevant to discharge its representational duty. Accordingly, the parties agree that Teamsters Business Agents shall be permitted to review employee personnel records as defined in the Agency's Employee Policy Handbook to the same degree allowed by employees under state law when accompanied by the employee or upon presentation of a written authorization signed by the employee. The Union representative when accompanied by the employee or upon presentation of a written authorization signed by the employee may request a copy of the employee's personnel record to the same extent permitted employees under state law. The Union shall submit any requests to the Director of Human Resources, who shall then grant a request for access within three (3) working days and a request for copies within five (5) working days. The Agency shall provide the Union one copy, either electronic or paper at Union request, of personnel records without charge. The Agency may verify any written authorization. The Union's access to employee personnel records shall be for good cause only. The Agency shall not be required to produce for inspection or copy third party reference material or any other material in employee personnel files that are not expressly authorized to be viewed or copied by the employee under state law. Union shall defend and indemnify the Agency for any claims made by an employee regarding the Union's access to employee personnel records.

## **ARTICLE 7 – DUES DEDUCTION**

- A. Employees in a job classification within the representation Unit covered by this MOU may choose to become a member of Union. If the employee chooses to become a member, Union requests that the Agency deduct membership dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by Union such as D.R.I.V.E. (Democrat, Republic, Independent, Voter, Education) and/or Supplemental Benefits, from the wages and salaries of members of Union for all weeks worked. The phrase "weeks worked" excludes any week other than a week in which the employee earned a wage. Union hereby certifies that it has and shall maintain all such deduction authorizations signed by the individual from whose salary or wages the deduction is to be made and shall not be required to provide a copy of an individual authorization to the Agency unless a dispute arises about the existence or terms of the authorization. Any request to begin dues deductions or cancel dues deductions must be made to Union and not to the Agency. Union is responsible for informing the Agency of the amount of dues deductions for employees. Union



dues shall be deducted each pay period in accordance with Agency procedures and provisions of applicable law from the salary of each employee whose name is provided by Union.

- B. The Agency shall provide for payroll deductions on each payroll period (twenty-four times out of twenty-six payroll periods per calendar year). The Agency shall remit the total amount of deductions to the Union by the 15th of the month through an electronic transfer. Any changes in Union dues must be given to the Agency a minimum of thirty (30) days prior to change to accommodate changes to payroll.
- C. Employees in these Units who are members of the Teamsters Local 1932 may withdraw from Teamsters Local 1932 by sending notice to Teamsters Local 1932. Teamsters Local 1932 shall immediately certify to the Agency to terminate dues deductions for any such employees, consistent with applicable law. Teamsters Local 1932 shall indemnify the Agency for any claims made by the employee for dues deductions made in reliance on that information.
- D. Union shall defend and indemnify the Agency for any claims made by an employee for deductions made under this Article.

## **ARTICLE 8 – AUTHORIZED EMPLOYEE REPRESENTATIVES**

### **SECTION 1. AUTHORIZED TEAMSTERS EMPLOYEE REPRESENTATIVES (STEWARDS)**

If a Teamsters Business Agent is unavailable, Teamsters may designate a Unit member as a Steward to represent employees in investigative interviews, in the processing of grievances, during disciplinary proceedings or as otherwise permitted by law, subject to the following rules and procedures:

- A. Teamsters may designate at least one (1) Steward in each geographic location for which HACSB maintains a work force. Teamsters shall be entitled to designate two (2) alternates for each Steward, provided that these alternates shall be located at the same major location as their appropriate representative.
- B. If there is no Steward at the work location, representation may be provided by a Steward from another work location.
- C. Only Unit members who have obtained regular full-time status may be designated by Teamsters as Stewards.
- D. Teamsters shall file with the Director of Human Resources a written list of all employees designated by Teamsters as Stewards and alternates, such list to be kept current by Teamsters.
- E. Time spent by a Steward or an alternate during their regularly scheduled work hours in representing an employee shall be compensated by the Agency at their usual pay without any loss of compensation. Time spent by a Steward or an alternative on Union business shall never be counted as overtime in and of itself nor paid outside of the

employee's normally scheduled work hours, but shall count only during normal scheduled hours for purposes of calculating weekly overtime for non-scheduled non-Union business work.

- F. The parties shall arrange and be available for meetings, investigatory interviews, etc., within a reasonable period of time, taking into account such things as the nature of the offense and/or the circumstances (e.g., employee on leave, employee seeking return to work, etc.).

## **SECTION 2. HANDLING OF GRIEVANCES AND DISCIPLINARY HEARINGS**

- A. At the request of an employee, a Steward or alternate may investigate a formal grievance and represent the employee at the resulting proceedings or during disciplinary proceedings.
- B. Prior to participating in a grievance or disciplinary proceeding, the Steward or alternate and affected employee shall first obtain authorization from their immediate supervisor. The immediate supervisor may deny such request if it is deemed that such a request would unduly interfere with the efficiency, safety, or security of Agency operations. If the request is denied, the immediate supervisor will establish an alternate time convenient to the Agency and employees when the Steward or alternate and affected employee can reasonably expect to be released from their work assignment. A denial of permission will automatically constitute an extension of the time limits established in the Grievance Procedure or Discipline Procedure equal to the amount of the delay.
- C. Employees must use the Steward or alternate assigned to their location, except as otherwise provided herein.

## **ARTICLE 9 – USE OF BULLETIN BOARDS**

The Agency will provide Union access to a reasonable portion of existing bulletin board space for notices of Teamsters or provide Union access to install its own Bulletin Boards for such use. Only bulletin boards or bulletin board space designated by the Director of Human Resources and/or their designee may be used for posting of Union notices. Union shall be responsible for all postings and Agency shall be under no obligation to post for the Union. Designated bulletin boards or bulletin board space shall only be used for the following notices:

- A. Scheduled Teamsters meetings, agenda, and minutes;
- B. Information on Teamsters elections and the results;
- C. Information regarding Teamsters social, recreational, and related news bulletins; and
- D. Reports of official business of Teamsters, including reports of committees of the Teamsters Local 1932 Executive Board.

Notices that are posted, distributed through the mail system, or placed in an employee's Agency mailbox shall not be obscene, derogatory, defamatory, or of a political nature, or directed at any employee or official in the Agency; nor shall they pertain to public issues which do not involve the Agency or its relations with Agency employees.

#### **ARTICLE 10 – LABOR MANAGEMENT COMMITTEE**

The Agency shall agree to a Joint Labor Management Committee to include meetings as needed to address the efficient and effective delivery of services provided by the Agency. This Committee is not intended to be a substitute for the grievance process or disciplinary appeal process. The Committee shall include no more than two Unit members/employees and their Union representative(s) to meet with the Director of Human Resources along with any Agency representative deemed appropriate by the Director. The purpose of the Committee meetings is to discuss issues of interest to the Unit members, issues of interest to management and issues of mutual interest. Depending on who calls for the meeting, the side asking for the meeting shall provide the agenda for the meeting a week in advance to inform the other side of the subjects to be discussed. The other side may then supplement the agenda as desired.

#### **ARTICLE 11 – UNION PROHIBITED CONDUCT**

- A. The Union, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause nor condone any strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services. A violation of this Article by any Unit member shall constitute a just cause for discipline.
- B. In the event that the Union, its officers, agents, representatives and/or members cause or condone any employee strike, walkout, slowdown, sick-out, or any other concerted job action by withholding or refusing to perform services, the Union shall immediately instruct any persons engaging in such conduct that their conduct is a violation of this MOU, and require all such represented persons to immediately cease engaging in the prohibited conduct and return to work.

#### **ARTICLE 12 – EMPLOYEE RIGHTS**

The following are employee rights:

- A. The right of employees to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations as provided by Government Code Section 3502.
- B. The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the Agency as provided by Government Code Section 3502.
- C. The right of employees to be free from interference, intimidation, restraint, coercion, discrimination, or reprisal on the part of the Agency or an employee organization because of their exercise of rights under Government Code Section 3502.

- D. The right of Teamsters, upon its request and prior to implementation, to meet and confer with Agency Management on matters within the scope of representation, except in cases of emergency when the Agency determines that a rule, resolution, or regulation must be adopted immediately without prior notice or meeting with Teamsters as provided by Government Code Section 3504.5(b).
- E. Any settlement by the Agency and an individual grievant not represented by Teamsters Local 1932 shall not be binding on Teamsters Local 1932.

### **ARTICLE 13 – MANAGEMENT RIGHTS**

It is understood and agreed that the Agency reserves and retains all of its inherent managerial rights, powers, functions and authorities, unless and only to the extent that the provisions of this MOU specifically modify or limit such rights, powers, functions and authority. The right of an employee to grieve the practical consequences of Agency decisions on wages, hours, and other terms and conditions of employment shall not be abridged.

Agreed Subjects Outside of Bargaining – The parties hereto agree that the Agency shall have the right to unilaterally make decisions on all subjects that are outside the scope of bargaining. Those subjects agreed by the parties to be outside the scope of bargaining shall include, but are not limited to, the following:

- A. Determining issues of policy and making management decisions.
- B. Take any and all necessary action to carry out the mission of the Agency in emergencies;
- C. Determine the mission of the Agency’s constituent departments, divisions, boards, commissions, and committees;
- D. Determine the existence or nonexistence of facts which are the basis of any management decision;
- E. Determine the necessity, organization or level of any service or activity conducted by the Agency and to expand or diminish such services or activities;
- F. Determine the nature, manner, methods, technology, means, and size of the work force by which Agency operations are to be conducted;
- G. Determine and/or establish types of equipment or technology to be used;
- H. Determine and/or change the facilities, methods, technology, means, and size of the work force by which Agency operations are to be conducted provided that, the Agency shall comply with its statutory obligation to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;
- I. Determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all Agency functions, provided that

the Agency shall comply with its statutory obligation to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;

- J. Determine policies, procedures, and standards pertaining to Agency operations and activities;
- K. Determine and/or establish methods of financing;
- L. Hire, transfer, promote, and demote Unit members for non-disciplinary reasons, in accordance with this MOU and the Agency's personnel rules, provided that the Agency shall comply with its statutory obligation to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;
- M. Determine the need and use of personnel information for Unit members and the means by which the information is to be provided, with Unit members retaining their rights to privacy as provided by law;
- N. Determine and/or modify Unit member job qualifications and/or classifications provided that, the Agency shall comply with its statutory obligation to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;
- O. Determine and/or change work assignments for Unit members in accordance with requirements as determined by the Agency provided that, the Agency shall comply with its statutory obligation to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;
- P. Determine Unit member performance standards, including but not limited to quality and quantity standards, and to require compliance therewith;
- Q. Relieve Unit members from duties for lack of work or similar non-disciplinary reasons, provided that the Agency shall comply with its statutory obligation to engage in impact bargaining over the foreseeable effects of the decision on matters within the scope of representation;
- R. Discharge, suspend, demote or otherwise discipline Unit members for cause, subject to Unit member's appropriate rights of appeal; and
- S. Determine and distribute and/or modify rules regulations to maintain order and safety within the Agency which are not in contravention with this MOU.

#### **ARTICLE 14 – WAGES**

- A. Effective the first full payroll period covering August 5, 2022, the Agency shall implement the Salary Ranges for Unit employees as set forth in Attachment A.

- B. FY 2023-24: Effective the first full payroll period in October 2023, all Unit employees will receive a market rate adjustment in their base salaries up to a maximum of 4% as determined by the percentage increase in the Consumer Price Index for All Urban Consumers for the Riverside-San Bernardino-Ontario area measured from July 2022 to July 2023. Any market rate adjustment would be contingent upon budget available. If a market rate adjustment is granted, this adjustment would not affect the Board approved salary ranges in effect. Employees who are at the maximum of their range would not be eligible for a market rate adjustment above the Board approved maximum salary range for their position.
- C. FY 2024-25: Effective the first full payroll period in October 2024, all Unit employees will receive a market rate adjustment up to a maximum of 4% as determined by the percentage increase in the Consumer Price Index for All Urban Consumers for the Riverside-San Bernardino-Ontario area measured from July 2023 to July 2024. Any market rate adjustment would be contingent upon budget available. If a market rate adjustment is granted, this adjustment would not affect the Board approved salary ranges in effect. Employees who are at the maximum of their range would not be eligible for a market rate adjustment above the Board approved maximum salary range for their position.

#### **ARTICLE 15 – ON-CALL PAY**

The Agency maintains an on-call policy and rotation procedure to ensure emergency maintenance issues are addressed promptly and effectively during non-working hours. Unit positions designated to participate in on-call rotation assignments will be determined by the Agency. Designated personnel will be paid for actual time worked in accordance with the Agency’s Overtime Policy. In addition, an on-call incentive will be paid to the designated participants in an amount set by the Agency, within the annual salary budget approved by the Board of Commissioners.

- A. On-Call Personnel includes Maintenance Supervisors and Maintenance Technicians.
- B. On-Call Differential will be paid as follows:

Maintenance Technician	\$105.00 per one week on-call duty period
Maintenance Supervisor	\$50.00 per week

- C. Unit members subject to being on-call must refer to the Agency’s Emergency On-Call Procedure for all applicable procedures.

#### **ARTICLE 16 – GROUP INSURANCE BENEFITS**

- A. Medical Insurance: The Agency provides comprehensive HMO and PPO medical insurance plan options for eligible full-time employees and their dependents. Employees are eligible for enrollment on the first of the month following the date of hire.

The Agency and employee share the cost of employee and dependent coverage (85% paid by the Agency, and 15% paid by the employee).

B. Non-medical Group Insurance Plans:

- i. Dental Insurance
- ii. Vision Insurance
- iii. Life Insurance
- iv. Long Term Disability Insurance
- v. Flexible Spending Account
- vi. Accidental Death and Dismemberment Insurance
- vii. Employee Assistance Plan

The Agency provides the insurance plan options listed above for eligible employees and their dependents. Employees are eligible to enroll in these insurance plans on the first of the month following date of hire. Generally, the Agency pays 100% of employee coverage, and the employee pays 100% of dependent coverage.

In addition, the Agency makes available several voluntary work-life benefits through Aflac.

- C. Detailed information regarding all group insurance benefits is provided to all employees at hire, and is also available in separate Plan Documents in the Human Resources office.

## **ARTICLE 17 – PROTECTIVE FOOTWEAR REIMBURSEMENT**

Whereas the Agency requires that American Society for Testing and Materials (ASTM) certified protective footwear be worn by select positions as a condition of employment, the Agency shall reimburse employees who are required to wear protective footwear up to a maximum of \$125 per pair on a Fiscal Year basis.

To be eligible for the reimbursement, the following must be followed:

- A. The employee must be in the position of Porter, Maintenance Technician or Maintenance Supervisor; and
- B. The employee must purchase ASTM certified protective footwear.
- C. Within thirty (30) days of the protective footwear purchase, the employee must present the protective footwear with receipt to their Supervisor for verification of cost and approval of acceptable protective footwear.

Upon approval for reimbursement, the Supervisor will be responsible for submitting for reimbursement for the employee through Accounts Payable procedures. Reimbursement will be provided to the employee via Electronic Fund Transfer within thirty (30) days of approval.

## **ARTICLE 18 – DRESS CODE**

### **SECTION 1. DRESS CODE**

The Housing Authority of the County of San Bernardino is a professional organization. Because each employee is a representative of the Agency in the eyes of our clients and the public, it is important that each employee report to work properly groomed and wearing appropriate attire. Employees are expected to dress neatly and, in a manner, consistent with the nature of the work performed. Employees who report to work inappropriately dressed and in non-compliance with this policy may be sent home to change without compensation.

An employee's religious beliefs or medical conditions, as defined by applicable law, that require deviation from the standards as set forth will be considered on an individual basis. Department managers are responsible for enforcing the dress policy, and may provide more specific guidelines, if variance from the policy is deemed appropriate.

### **SECTION 2. CLOTHING AND FOOTWEAR**

Employees who wear uniforms are expected to report for duty in the assigned uniform. Uniforms are expected to be clean and pressed. All maintenance personnel are required to wear American Society for Testing and Materials (ASTM) certified protective footwear during all days/times conducting maintenance related activities. Footwear must not be defective (torn) to the extent that its ordinary use creates a safety hazard.

Employees who are not required to wear uniforms are expected to wear business clothing appropriate to the position held. Attire is expected to be clean, pressed and well fitting. All footwear is expected to be appropriate to the employee's position. Shoes are to be neat, clean and in good repair.

Examples of unacceptable attire for all employees include tank or halter-tops, flip-flop sandals, bare midriff, low back or front attire, off-the-shoulder or open-shoulder attire, spandex or denim pants, jeans and T-shirts with inappropriate designs or messages. All clothing should fit appropriately and be clean and without rips or holes.

Spandex/leggings and athletic wear such as sweatshirts, sweatpants and tennis shoes are unacceptable at all times.

### **SECTION 3. TATTOOS AND JEWELRY**

Nose piercings will be allowed with a single stud. All other facial piercing jewelry is prohibited. Pierced earrings may be worn to a maximum of three pieces per ear. Ear plugs are to be no larger than  $\frac{3}{4}$  inch in diameter. All tattoos may be visible as long as they are appropriate and not offensive. All jewelry must be appropriate, so it does not detract from a professional appearance.



## SECTION 4. PERSONAL HYGIENE

Personal hygiene is essential. Therefore, it is necessary that all employees maintain a clean, presentable appearance. Personal hygiene includes a regular bath/shower, use of deodorant, and appropriate oral hygiene.

## ARTICLE 19 – HOLIDAYS

The following holidays are established as paid holidays for all Unit members:

- |     |                             |                                    |
|-----|-----------------------------|------------------------------------|
| 1.  | January 1                   | New Year's Day                     |
| 2.  | Third Monday of January     | Martin Luther King, Jr.'s Birthday |
| 3.  | Third Monday of February    | President's Day                    |
| 4.  | March 31                    | Cesar Chavez Day                   |
| 5.  | Last Monday of May          | Memorial Day                       |
| 6.  | June 19                     | Juneteenth                         |
| 7.  | July 4                      | Independence Day                   |
| 8.  | First Monday of September   | Labor Day                          |
| 9.  | Second Monday of October    | Indigenous People's Day            |
| 10. | November 11                 | Veteran's Day                      |
| 11. | Fourth Thursday of November | Thanksgiving                       |
| 12. | Fourth Friday of November   | Day after Thanksgiving             |
| 13. | December 24                 | Day before Christmas               |
| 14. | December 25                 | Christmas Day                      |
| 15. | December 31                 | Day before New Year's Day          |

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday.

Unit members on a 9/80 work schedule will observe the preceding workday when a holiday falls on a Friday which would be their day off. Holiday pay is counted as time worked for purposes of overtime calculation.

### **Eligibility**

To be eligible for holiday pay, Unit members must work their regularly scheduled workdays immediately preceding and following the holiday, unless an absence on either day is approved in advance by their supervisor. In the case of illness on the day preceding or following a holiday, a doctor's note may be provided to ensure eligibility for the holiday pay. Unit members on a Leave of Absence are not eligible for Holiday pay.

If required to work on a scheduled paid holiday, Unit members will receive regular holiday pay, and in addition be paid straight time for hours worked.

## ARTICLE 20 – BEREAVEMENT LEAVE

In the event of the death of a regular full-time or part-time employee's current spouse, child, parent, legal guardian, brother, sister, grandparent, grandchild, mother-, father-, sister-, brother-, son-,

daughter-in-law, registered domestic partner or step parent, stepchild or step sibling, employees may take up to three (3) days off with pay. Their supervisor may approve additional unpaid time off.

An employee may use up to one day of sick leave to attend the service of an extended family member to include aunt, uncle, niece, or nephew. The employee may request the use of vacation or unpaid time for any days needed to travel to or from the service.

## **ARTICLE 21 – PERFORMANCE EVALUATIONS**

Employees will receive a written Performance Evaluation at the following employment milestones:

- A. Six-month anniversary of the hire date
- B. Annually thereafter in conjunction with the Agency annual performance review procedures

In the case of a promotion, the employee's Performance Evaluation schedule will be adjusted to the following milestones:

- A. Six-month anniversary of the promotion date
- B. Annually thereafter in conjunction with the Agency annual performance review procedures

The following will be considered major factors in every performance evaluation and will always be considered essential functions of every job (in addition to any others deemed essential by the Agency): regular and reliable attendance; the ability to respond positively to direction and criticism of performance; the ability to work productively and harmoniously with others on a consistent basis; and the consistent maintenance of professional and appropriate demeanor.

Performance evaluations will also assess the quality and quantity of the work performed and knowledge of the job. The performance evaluation should help employees become aware of the progress they are making, the areas in which they need to improve, and objectives or goals for personal development and future work performance.

Within five (5) working days of receiving the evaluation, the employee may request a meeting with their supervisor to further discuss their review. If the employee and supervisor are unable to come to an agreement regarding a review, the employee may request a meeting with Human Resources for further review but must do so within ten (10) working days of receiving the review.

Employees are required to timely sign their evaluations, and in no event later than thirty (30) calendar days of receipt of same or may be subject to discipline for failure to comply with this requirement.

## ARTICLE 22 – LAYOFF AND RECALL POLICY

### SECTION 1. LAYOFFS AND RECALLS

If the Agency determines that it must reduce its workforce because of adverse economic or other financial conditions or organizational needs, then layoff and recall from layoffs for Union represented employees will generally be conducted in a manner that is consistent with the procedures described below.

### SECTION 2. DEFINITIONS

- A. Layoff - The involuntary separation of a regular Union represented employee without fault of the employee.
- B. Seniority - A Union represented employee's length of service with the Agency measured from the original date of hire without a break of service greater than 30 days. Union represented employees with breaks in service greater than 30 days will restart their calculation of length of service for layoff purposes from their most recent date of hire with the Agency or return to work date after the break that exceeded 30 days, whichever is later.
- C. Bumping - Within a job classification, any Union represented employee with regular full-time status who is to be laid off shall have the right to bump in descending order, to job classifications within their regression ladder, if any, provided that the bumping employee has greater Agency seniority and has demonstrated positive current and past performance.
- D. Lower Classification - A classification that is within the series of the employee's job description and is lower than their current position. (For example, a Lead Housing Services Specialist to a Housing Services Specialist or a Maintenance Supervisor to a Maintenance Technician.)

### SECTION 3. PROCEDURES

#### A. Layoff Notification

If a layoff of Union represented employees is expected, then the Director or Manager overseeing the department will be responsible for completing a layoff plan relative to the Union represented employees and providing the plan to the Director of Human Resources a minimum of 30 days prior to the anticipated layoff. The layoff plan must include the anticipated reason and timeframe for the layoff of Union represented employees, the number of such employees anticipated to be laid off and the names and job titles of the employees to be laid off. The Director of Human Resources shall provide the Union with the layoff plan at least twenty-one (21) calendar days prior to the layoff effective date of the Union represented employee. All affected Union represented employees will be notified in writing at least two weeks prior to the layoff effective date or within any timeframe required under any applicable law.

B. Layoff Process

- i. Union represented employees will be selected for layoff based on the following criteria, although in no particular order:
  - a) Demonstrated current and past performance; and
  - b) Seniority with the Agency.
- ii. Before any layoff occurs of regular full-time Union represented employees, all temporary, part-time, probationary and contract employees working in the same classifications shall be terminated.
- iii. Union represented employees in acting assignments who have regular status in another classification, shall be returned to their former classification where they will be subject to layoff under provisions applicable to other employees in that classification.
- iv. If a regular full-time Union represented employee in a classification to be laid off has previously completed their probationary period of a minimum of 12 months in a lower classification and has demonstrated positive current performance over the preceding 12 months, then the employee shall be permitted to bump down within the Agency to the lower classification provided that the bumping employee has greater Agency seniority than the incumbent in the lower classification that is being bumped.
  - a) Union represented employees choosing to bump down will displace the employee with the least classification seniority based on Agency seniority.
  - b) An employee who bumps down to a lower classification pursuant to this policy shall be paid in the lower classification base pay range at their current pay rate, if within the lower classification base pay range. If the employee's current wage is above the lower classification base pay range, then their new pay rate will be adjusted down to the maximum of the lower classification base pay range. Any applicable changes to fringe benefits will be consistent with the lower classification.
  - c) After being served with a notice of layoff, a Union represented employee who is eligible to bump to a lower classification based upon the requirements set forth herein, shall give written notice of the exercise of their bumping rights within five (5) work days of receipt of the layoff notice.
- v. A Union represented employee who elects not to exercise their bumping rights will be laid off in accordance with the terms of the layoff notice served by the Agency.

C. Recall

Union represented employees who are laid off will be maintained on a recall list for one year from their layoff effective date and shall be assured the right to reinstate to their former position as long as they remain capable of performing the essential duties of the job classification and have not been convicted of any felony. While on the recall list, Union represented employees should inform Human Resources if they become unavailable for recall. Union represented employees who do not keep a current home address, phone number and email on record with Human Resources will lose their recall rights.

When a vacancy exists within the classification, laid off Union represented employees on the recall list will be notified by email and if no response to that email then by one phone call. Recalled employees will have seven (7) days to respond to Human Resources to confirm agreement to return and must be able to return to work on the date requested by the Agency. Failure to respond within seven (7) days or those who are unable to return on the date requested will be removed from the recall list.

Union represented employees recalled to their previous classification shall be assigned to the same base pay rate as when they left.

**ARTICLE 23 – NEPOTISM**

The Agency is committed to a policy of employment and advancement based on qualifications and merit and does not discriminate in favor of or in opposition to the employment of relatives. Due to the potential for perceived or actual conflicts, such as favoritism or personal conflicts from outside the work environment, which can be carried into the daily working relationship, the Agency will hire relatives of persons currently employed only if:

- A. Candidates for employment will not be working directly for or supervising a relative; or
- B. Candidates for employment will not occupy a position in the same line of authority in which employees can initiate, advise on or participate in decisions involving a direct benefit to the relative, including decisions on hiring, retention, transfer, promotion, wages and leave requests; or
- C. Where the Executive Director finds that any adverse impact on public service would be insignificant.

Due to potential conflict, the Agency generally may not hire relatives of present or former Board of Commissioner members consistent with the Housing Authorities Annual Contributions Contract with the U.S. Department of Housing and Urban Development Section 19, Subsection (B). The Agency defines relatives for purposes of this policy as spouses, registered domestic partners, children, siblings, parents, in-laws, step-relatives, grandparents, grandchildren, aunt, uncle, first cousin, niece and nephew.

If two employees become related while working for the Agency, the Agency shall make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. This may include, without limitation, allowing either or both affected employees the opportunity to be transferred to another department. During the period of employment, no supervisory relationship shall exist between married or related employees. The Director of Human Resources, following consultation with the applicable supervisor, may place reasonable conditions on such continued employment to the extent necessary to ensure that problems of supervision, safety, security or morale are kept to a minimum.

Where the above circumstances exist and mandate that two spouses or related individuals shall not work in a prohibited relationship, the Executive Director or designee will make reasonable efforts to transfer one individual to a similar comparable position in another department. Although the wishes of the parties as to which individual shall be transferred will be given consideration by the Agency, the controlling factor in determining which individual to transfer shall be the productive operation and efficiency of the Agency. If any such transfer results in a reduction of salary or compensation, the same shall not be considered disciplinary in nature.

If continuing employment of two related individuals cannot be accommodated consistent with the Agency's interest in promotion of safety, security, morale and efficiency, the Agency retains the sole discretion to separate one individual from Agency employment. In this case, the Executive Director or designee shall notify the affected employees, who shall determine which individual will be subject to separation. This separation shall not constitute discipline.

Determinations made pursuant to this Section shall be made on a case-by-case basis. In making any determinations pursuant to this Section, the Executive Director or designee may take into account all relevant factors concerning each of the affected employees, including but not limited to job duties, employment history, etc., within Agency service, and the business reasons of supervision, safety, security and morale.

## **ARTICLE 24 – GRIEVANCE PROCEDURE**

### **SECTION 1. GRIEVANCE DEFINED**

A grievance is a complaint that there has been a violation of this MOU, the personnel policies of the Agency, and/or local, state or federal law. The Unit member and/or the Unit member's designated representative bringing such a claim shall state how the violation affects their wages, hours, working conditions, or job security, as provided for in this MOU, the personnel policies of the Agency, and/or local, state or federal law.

### **SECTION 2. INFORMAL DISCUSSION OF GRIEVANCE**

When a Unit member has a grievance complaint, the Unit member and/or the Unit member's designated representative shall first informally discuss the matter with the Unit member's immediate supervisor within fifteen (15) working days from the incident or decision generating the grievance. If after the discussion with the immediate supervisor, the complaint has not been satisfactorily resolved, the Unit member and/or Unit member's designated representative shall have the right to informally discuss the complaint with the supervisor's immediate superior. If after such a discussion, the

complaint has not been satisfactorily resolved, the Unit member shall have the right to file a formal written grievance on a form to be supplied to the Union by the Agency.

### SECTION 3. FORMAL GRIEVANCE PROCEDURE

The formal written grievance shall be used to resolve a Unit member's grievance complaint which the employee believes has not been satisfactorily resolved by the informal discussion process described above.

- A. A Unit member shall have the right to present a formal grievance, in writing, within fifteen (15) working days after the discussion of the grievance with the immediate supervisor and the immediate supervisor's superior. All formal written grievances shall state: (1) the violation of this MOU, the personnel policies of the Agency, and/or local, state or federal law; (2) how it affects the Unit member's wages, hours, working conditions or job security; and (3) the Unit member's suggested solution.
- B. The formal written grievance shall be presented to the Department Director or Senior Manager, depending on who is in the Unit member's chain of command. The Department Director or Senior Manager shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal written grievance, the Department Director or Senior Manager shall render a written decision regarding its merits. If the Department Director or Senior Manager's decision does not satisfactorily resolve the grievance complaint, the Unit member and/or Unit member's designated representative may present the formal grievance to the Director of Human Resources. The grievance shall be considered resolved and no further administrative review of the subject matter of the grievance shall be permitted when the Unit member does not seek further review of the grievance within twelve (12) working days after the receipt of the decision of the Department Director or Senior Manager. Failure of the Department Director or Senior Manager to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.
- C. When the Unit member presents a formal grievance to the Director of Human Resources, the Director of Human Resources shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Director of Human Resources shall render a written decision regarding its merits. If the Director of Human Resources' decision does not satisfactorily resolve the complaint, the Unit member and/or Unit member's representative may present the formal grievance to the Executive Director. The grievance shall be considered resolved and no further administrative review of the subject matter of the grievance shall be permitted when the Unit member does not seek further review of the grievance within twelve (12) working days after the receipt of the decision of the Director of Human Resources. Failure of the Director of Human Resources to render a written decision on the grievance within twelve (12) working days constitutes a decision denying the grievance.

- D. When the Unit member presents a formal grievance to the Executive Director, the Executive Director shall discuss the grievance with the Unit member and/or the Unit member's designated representative. Within twelve (12) working days after receipt of the formal grievance, the Executive Director shall render a written decision regarding its merits. The decision of the Executive Director shall resolve the grievance and no further review of the subject matter of the grievance shall be permitted within the Agency's administrative process. Should the Executive Director fail to render a written decision within twelve (12) working days, the grievance shall be deemed denied and the administrative procedures completed.

#### **SECTION 4. REPRISALS**

The Agency shall not institute any reprisals against any Unit member or designated representative resulting from the use of the grievance procedure.

#### **ARTICLE 25 – DISCIPLINE PROCEDURES**

- A. Rules regarding Discipline Procedures are set forth in the Agency's Personnel Policy Handbook and are incorporated by reference herein.
- B. The Personnel Policy Handbook provides causes for discipline including the examples of performance issues and examples of inappropriate behavior listed in Section 3000 (Work Performance Standards). Additional sections of the Personnel Policy Handbook describe causes for discipline including, but not limited to, the following Sections:
- i. 1004 (Anti-Harassment);
  - ii. 1005 (Code of Conduct);
  - iii. 2007 (Timekeeping Requirements);
  - iv. 2015 (Background Checks and Investigations);
  - v. 3004 (Zero Tolerance for Workplace Violence);
  - vi. 3005 (Drug and Alcohol Abuse);
  - vii. 3006 (Punctuality and Attendance);
  - viii. 4000 (Technology Usage);
  - ix. 4002 (Travel Policy);
  - x. 4003 (Vehicle Policy);
  - xi. 4010 (Tools and Equipment); and
  - xii. 5008 (Family Medical Leave and California Family Rights Act Leaves).



- C. The Agency may impose progressive discipline in accordance with the Personnel Policy Handbook. At the Agency's discretion and justified for cause, certain violations may result in a more severe disciplinary action, including immediate termination of employment, and may not necessarily be preceded by less severe forms of disciplinary action. Progressive discipline may include, but is not limited to the following:
- i. Oral Counseling/Reprimands - Oral counseling is the lowest level of administrative action, with an oral reprimand being slightly more severe than counseling. This level of discipline should cover the misconduct or unsatisfactory performance at issue, the corrective measures to be taken by the employee moving forward, and the consequences for failure to correct the problem for which the employee is being counseled/reprimanded. While this level of discipline may be confirmed or memorialized in writing, it shall not be a part of the employee's permanent personnel file unless it is included as an attachment to subsequent discipline or an annual evaluation.
  - ii. Written Counseling - A written counseling should cover the misconduct or unsatisfactory performance at issue, the corrective measures to be taken by the employee moving forward, and the consequences for failure to correct the problem for which the employee is being counseled. A written counseling is placed in the employee's permanent personnel file and a copy given to the employee.
  - iii. Suspension Without Pay - The Agency may suspend an employee from their position without pay for up to thirty (30) calendar days for cause. Documents related to a suspension shall become part of the employee's personnel file when imposed.
  - iv. Reduction in pay - The Agency may reduce an employee's pay for cause. Documents related to a reduction in pay shall become part of the employee's personnel file when the reduction in pay is final. A reduction in pay for disciplinary purposes may take one of two forms:
    - a) a decrease in salary within the salary range, or
    - b) a decrease in salary paid to an employee for a fixed period of time.
  - v. Demotion - The Agency may demote an employee from their position for cause. Documents related to a demotion shall become part of the employee's personnel file when the demotion is final. Once demoted, there is no obligation of the Agency to return the employee to their prior position.
  - vi. Termination of employment - The Agency may terminate an employee from their position for cause. Documents related to the termination shall become a part of an employee's personnel file when the termination is imposed.
- D. Oral counseling and written counseling are not subject to the Grievance Procedure or any disciplinary appeal or other administrative due process protections.

Section 2021 of the Agency's Personnel Policy Handbook contains the disciplinary procedures followed by the Agency when imposing discipline. The Exceptions provided in Section 2021, subsection I, shall not apply during the Term of this MOU, meaning that employees must always be provided notice prior to the issuance of a final order to either suspend, demote, reduce compensation, or discharge an employee.

#### **ARTICLE 26 – MODIFICATION**

This MOU may only be modified or amended by written agreement between the parties which must then be ratified by the Union and formally approved by resolution of the Board of Commissioners of the Agency.

#### **ARTICLE 27 – JOINT DRAFTING**

In recognition of the fact that the parties had an equal opportunity to negotiate the language of, and draft, this MOU, the parties acknowledge and agree that there is no single drafter of this MOU and, therefore, the general rule that ambiguities are to be construed against the drafter is, and shall be, inapplicable. If any language in this MOU is found or claimed to be ambiguous, each party shall have the same opportunity to present evidence as to the actual intent of the parties with respect to any such ambiguous language without any inference or presumption being drawn against any party hereto.

#### **ARTICLE 28 – SAVINGS CLAUSE**

Should any portion, word, clause, phrase, sentence, paragraph, or provision of this MOU be declared void or unenforceable by a court of competent jurisdiction, such portion shall be considered independent and severable from the remainder of this MOU, the validity of which shall remain unaffected. In the event that any article, section, or subsection of this MOU shall be declared invalid by any court or by any state or federal law or regulation, or should a decision by any court or any state or federal law or regulation diminish the benefits provided by this MOU, or impose additional obligations on the Agency, the Agency and the Union shall meet and confer on the affected article, section, or subsection.

#### **ARTICLE 29 – REOPENERS**

This MOU shall be subject to a reopener at the direction of the Agency, upon adoption by the Agency of a Resolution evidencing a finding by the Agency that any or all of the following events have occurred during the term of this MOU:

- A. Five percent (5%) or greater reduction in any one or more sources of revenue during the period April 1 through September 30 compared to the immediately preceding same period of time, with the reduction in revenues measured by receipts or funding notification by a third party funding source (i.e. U.S. Department of Housing and Urban Development) during the applicable time period; and/or
- B. Five percent (5%) or greater reduction in any one or more sources of revenue during the period October 1 through March 31 and the same preceding period of time, with the reduction in revenues measured by receipts or funding notification by a third party

funding source (i.e. U.S. Department of Housing and Urban Development) during the applicable time period.

Upon the Agency's invocation of this Article, any increases in compensation initially provided for in this MOU shall immediately cease and revert to the status quo existing prior to implementation of the changes. The parties shall thereafter convene the meet and confer process regarding compensation and the loss of revenue. Implementation of the cessation and reversion of compensation increases provided for in this MOU, shall not occur unless and until the Agency implements the same reversion to the status quo as regards to unrepresented employees.

Although invocation of this Article shall not in and of itself constitute a revocation of terms and conditions of employment in force and effect prior to adoption of this MOU, such provisions shall be subject to the meet and confer process conducted pursuant to this reopener. A determination by the Agency to implement this Article shall not be subject to administrative or judicial challenge.

The parties further acknowledge that during the term of this MOU, situations may arise which regard to matters within the scope of representation, where the meet and confer process shall be required as to either the changes proposed by the Agency to matters within the scope of representation and/or as to the impact of the exercise of any such management rights, matters mandated by law, and matters that are ongoing discussions between the parties. Although not an exclusive description of issues that may give rise to the referenced meet and confer processes, exemplars are: 1) compliance with the Affordable Care Act, 2) addressing of changes in performance evaluation substance and/or methodology, 3) modifications to the Agency's Personnel Policy Handbook, and 4) modifications to the Agency's Employer-Employee Relations Resolution.

**[SIGNATURES ON NEXT PAGE]**

It is agreed this MOU shall not be binding upon the parties, either in whole or in part, unless and until ratified by Teamsters and executed by its representatives along with Agency labor representatives and then approved and adopted by the Board of Commissioners of the Housing Authority of the County of San Bernardino.

**Housing Authority of the County  
of San Bernardino**

**Teamsters Local 1932**

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Maria Razo  
Executive Director

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Barbara Whittington  
Organizer/Business Agent

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Colin J. Tanner  
Chief Labor Negotiator

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Natalie Harts  
Staff Coordinator

[Attachment A – Salary Ranges]

Housing Authority of the County of San Bernardino  
Represented Staff

Range #	Job Titles	Annual			Hourly		
		Minimum	Control Point	Maximum	Minimum	Control Point	Maximum
9		30,435	38,044	41,087	14.632	18.290	19.753
10		31,196	38,995	42,114	14.998	18.748	20.247
11		31,976	39,970	43,167	15.373	19.216	20.754
12		32,775	40,969	44,246	15.757	19.697	21.272
13		33,595	41,993	45,353	16.151	20.189	21.804
14	Porter	34,434	43,043	46,486	16.555	20.694	22.349
15		35,295	44,119	47,649	16.969	21.211	22.908
16		36,178	45,222	48,840	17.393	21.741	23.481
17		37,082	46,353	50,061	17.828	22.285	24.068
18		38,009	47,511	51,312	18.274	22.842	24.669
19	Administrative Services Specialist	38,959	48,699	52,595	18.730	23.413	25.286
20		39,933	49,917	53,910	19.199	23.998	25.918
21		40,932	51,165	55,258	19.679	24.598	26.566
22		41,955	52,444	56,639	20.171	25.213	27.230
23		43,004	53,755	58,055	20.675	25.844	27.911
24		44,079	55,099	59,507	21.192	26.490	28.609
25		45,181	56,476	60,994	21.722	27.152	29.324
26	Community Manager Housing Services Specialist Maintenance Technician	46,310	57,888	62,519	22.265	27.831	30.057
27		47,468	59,335	64,082	22.821	28.527	30.809
28	Affordable Housing Specialist Portability Specialist	48,655	60,819	65,684	23.392	29.240	31.579
29		49,871	62,339	67,326	23.977	29.971	32.368
30	Lead Housing Services Specialist	51,118	63,898	69,009	24.576	30.720	33.178
31		52,396	65,495	70,735	25.190	31.488	34.007
32		53,706	67,132	72,503	25.820	32.275	34.857
33		55,049	68,811	74,316	26.466	33.082	35.729
34		56,425	70,531	76,173	27.127	33.909	36.622
35	Maintenance Supervisor	57,835	72,294	78,078	27.805	34.757	37.537

Housing Authority of the County of San Bernardino  
Represented Staff

Range #	Job Titles	Annual			Hourly		
		Minimum	Control Point	Maximum	Minimum	Control Point	Maximum
36		59,281	74,102	80,030	28.501	35.626	38.476
37		60,763	75,954	82,030	29.213	36.516	39.438
38		62,282	77,853	84,081	29.943	37.429	40.424
39		63,839	79,799	86,183	30.692	38.365	41.434
40		65,435	81,794	88,338	31.459	39.324	42.470
41		67,071	83,839	90,546	32.246	40.307	43.532
42		68,748	85,935	92,810	33.052	41.315	44.620
43		70,467	88,084	95,130	33.878	42.348	45.736
44		72,228	90,286	97,508	34.725	43.407	46.879
45		74,034	92,543	99,946	35.593	44.492	48.051
46		75,885	94,856	102,445	36.483	45.604	49.252
47		77,782	97,228	105,006	37.395	46.744	50.484
48		79,727	99,658	107,631	38.330	47.913	51.746
49		81,720	102,150	110,322	39.288	49.111	53.039
50		83,763	104,704	113,080	40.271	50.338	54.365
51		85,857	107,321	115,907	41.277	51.597	55.724
52		88,003	110,004	118,805	42.309	52.887	57.118
53		90,203	112,754	121,775	43.367	54.209	58.546
54		92,459	115,573	124,819	44.451	55.564	60.009
55		94,770	118,463	127,940	45.563	56.953	61.509
56		97,139	121,424	131,138	46.702	58.377	63.047
57		99,568	124,460	134,417	47.869	59.836	64.623
58		102,057	127,571	137,777	49.066	61.332	66.239
59		104,608	130,761	141,221	50.293	62.866	67.895
60		107,224	134,030	144,752	51.550	64.437	69.592
61		109,904	137,380	148,371	52.839	66.048	71.332
62		112,652	140,815	152,080	54.160	67.699	73.115
63		115,468	144,335	155,882	55.514	69.392	74.943
64		118,355	147,944	159,779	56.901	71.127	76.817

Housing Authority of the County of San Bernardino  
Represented Staff

Range #	Job Titles	Annual			Hourly		
		Minimum	Control Point	Maximum	Minimum	Control Point	Maximum
65		121,314	151,642	163,773	58.324	72.905	78.737
66		124,347	155,433	167,868	59.782	74.727	80.706
67		127,455	159,319	172,064	61.277	76.596	82.723
68		130,642	163,302	176,366	62.808	78.511	84.791
69		133,908	167,385	180,775	64.379	80.473	86.911
70		137,255	171,569	185,295	65.988	82.485	89.084
71		140,687	175,858	189,927	67.638	84.547	91.311
72		144,204	180,255	194,675	69.329	86.661	93.594
73		147,809	184,761	199,542	71.062	88.827	95.934
74		151,504	189,380	204,531	72.839	91.048	98.332
75		155,292	194,115	209,644	74.660	93.324	100.790
76		159,174	198,968	214,885	76.526	95.657	103.310
77		163,153	203,942	220,257	78.439	98.049	105.893
78		167,232	209,040	225,764	80.400	100.500	108.540
79		171,413	214,266	231,408	82.410	103.013	111.254
80		175,698	219,623	237,193	84.470	105.588	114.035
81		180,091	225,114	243,123	86.582	108.228	116.886
82		184,593	230,741	249,201	88.747	110.933	119.808
83		189,208	236,510	255,431	90.965	113.707	122.803
84		193,938	242,423	261,816	93.239	116.549	125.873



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

**August 9, 2022**

## **FROM**

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

## **SUBJECT**

**Contract Amendment with Loma Linda University for Research and Evaluation Services.**

## **RECOMMENDATION(S)**

1. Approve Amendment No. 2 to Contract No. PC1018, effective September 1, 2022, with Loma Linda University, for research and evaluation services increasing the current contract amount by \$104,958.50 for a total contract amount not to exceed \$337,749.50 through July 22, 2023.
2. Authorize and direct the Executive Director to execute and deliver the contract amendment to Loma Linda University, and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

## **GOALS & OBJECTIVES**

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

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

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

## **FINANCIAL IMPACT**

This item is not expected to exceed \$104,958.50 through July 22, 2023, which is included within the Housing Authority of the County of San Bernardino (HACSB) approved budget.

## **BACKGROUND INFORMATION**

HACSB is one of 109 designated Moving to Work (MTW) demonstration sites designated by the U.S. Department of Housing and Urban Development (HUD). HUD requires MTW agencies to develop local initiatives targeting the three statutory objectives of the MTW demonstration (reduce cost and increase efficiencies, promote self-sufficiency, and increase housing choice), and to monitor and report on the progress of the initiatives implemented. To meet the reporting requirement, HACSB conducts routine internal analysis and collaborates with a third-party researcher for external evaluation of key MTW initiatives. Third-party research has helped identify the impacts and outcomes of our local MTW initiatives, and results of that research have been shared with industry organizations, HUD, and in advocacy discussions with elected representatives. For more than ten years, HACSB has worked with Loma Linda University (LLU) for third-party research of numerous HACSB programs. These efforts have included evaluations of HACSB's Term-Limited Lease Assistance Program (TLA), No Child Left Unsheltered Program, Golden Apartments and Desert Haven permanent supportive housing communities, the Emergency Housing Voucher program, and many others. Through our partnership, LLU's research has helped shape and guide internal policy decisions and program development.

On July 10, 2018, the San Bernardino County Housing Commission approved a contract with Loma Linda University for research and evaluation services. The original contract was for a three-year base period with the option to exercise a single two-year extension. On July 23, 2021, HACSB entered into Amendment No. 1 to exercise the two-year extension and extend the contract through July 22, 2023, with no additional funds needed. HACSB expects to fully expend the remainder of the original \$232,791 contract amount in the summer of 2022. This original contract amount was anticipated to cover only three years of research and evaluation services. However, several research projects which were anticipated to launch during the original three-year contract period, including evaluation of the Moving On MTW initiative and Desert Haven permanent supportive housing site, and revisions to the Term-Limited Lease Assistance longitudinal evaluation, were delayed or postponed, largely due to the COVID-19 pandemic. As a result, the original three-year budget was sufficient to cover four years of research and evaluation services. Moving forward, we anticipate that the delayed and postponed research projects will launch in the next several months. The additional funds for this contract will be needed to support both the new and ongoing research efforts.

#### **PROCUREMENT**

HACSB previously issued a Request for Proposals (RFP) PC1018 on March 22, 2018, which resulted in the receipt of two proposals. Proposals were evaluated per the requirements of the RFP and Loma Linda University was the most qualified and most responsive vendor selected to provide these services to the agency.

#### **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on July 19, 2022.



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

**AMENDMENT #2 TO CONTRACT FOR RESEARCH AND EVALUATION SERVICES  
(PC1018)**

**BETWEEN**

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

**And**

**LOMA LINDA UNIVERSITY**

This Amendment No. 2 ("Second Amendment"), dated August 10, 2022 ("Effective Date"), to Agreement for Research and Evaluation Services (PC1018), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("HACSB") and Loma Linda University ("Contractor").

**RECITALS**

**WHEREAS**, HACSB and Contractor entered into that certain Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated July 23, 2018 relating to Research and Evaluation Services ("Agreement") with a total price of \$232,791.00;

**WHEREAS**, on July 23, 2021, HACSB entered into Amendment No. 1 to extend the contract two option years through July 22, 2023 with no additional funds needed.

**WHEREAS**, the Authority and Contractor now wish to enter into Amendment No. 2, to increase the contract by \$104,958.50 for a total amount not-to-exceed \$337,749.50 through July 22, 2023.

**OPERATIVE PROVISIONS**

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

**Section 1.** Article 4 of the Agreement, entitled "Price" is hereby amended to increase the compensation payable to Contractor for the provision of the Work for the total

not-to-exceed sum of \$337,749.50 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 2.** Continuing Effect of Agreement. Except as amended by this Second Agreement, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 2.

**Section 3.** Affirmation of Agreement; Warranty Re Absence of Defaults. Authority and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, as amended. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than by way of this Amendment No. 2 as provided herein. Each party represents and warrants to the other that the Agreement, as amended by Amendment No. 2, is currently an effective, valid, and binding obligation.

Contractor represents and warrants to HACSB that, as of the date of this Second Amendment, HACSB 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.

HACSB represents and warrants to Contractor that, as of the date of this Second 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 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 Second Amendment.

**Section 5.** Authorization. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Loma Linda University

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**LOMA LINDA UNIVERSITY**

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

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

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

Name: Michael Samardzija, PhD, JD\_\_\_\_\_

Name: Maria Razo

Title: Vice President for Research Affairs

Title: Executive Director

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

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

## Exhibit A-1

**Schedule Dates:**

Effective Date: August 10, 2022

Completion Date: July 22, 2023

**Total Agreement Cost: Not to exceed \$337,749.50**

<b>Original Agreement Amount Not to Exceed</b>	<b>\$232,791.00</b>
<b>Net Change Orders Previously Approved</b>	<b>\$0.00</b>
<b>Net Change Order Previously Approved – Amendment #1</b>	<b>\$0.00</b>
<b>Net Change Order – Amendment #2</b>	<b>\$104,958.50</b>
<b>Agreement Value as Amended Not to Exceed</b>	<b>\$337,749.50</b>

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

**August 09, 2022**

## **FROM**

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

## **SUBJECT**

**Contract Amendment with San Bernardino County Fleet Management Department**

## **RECOMMENDATION(S)**

1. Approve Amendment to Agreement No. PC847, effective August 10, 2022, with the San Bernardino County Fleet Management Department, for maintenance, fuel, repair services, and replacement parts for vehicles and equipment exercising one of the two, single year option extensions through September 30, 2023.
2. Approve a total amount not to exceed \$207,000 for an overall amount not to exceed \$957,000.
3. Authorize and direct the Executive Director to execute and deliver the contract to the San Bernardino County Fleet Management Department, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

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

**HACSB residents live in safe and desirable homes and communities.**

## **FINANCIAL IMPACT**

The total contract amount is not expected to exceed \$957,000 and is funded by the Housing Authority of the County of San Bernardino (HACSB) property operations.

## **BACKGROUND INFORMATION**

HACSB is currently contracted with County of San Bernardino's Fleet Management Department for vehicle repairs and gasoline purchases for all HACSB vehicles. San Bernardino County owns and operates 22 different fueling and repair sites located throughout the county, which allows them to provide services in a very timely and effective manner. HACSB owns approximately 58 vehicles of various makes and models in the fleet most of which are maintenance related vehicles needed to maintain over 2,235 affordable housing units. HACSB utilizes the preventive maintenance services scheduled at appropriate intervals, towing services as needed, and repair services as needed to maintain HACSB fleet throughout the county.

### **PROCUREMENT**

On August 8, 2017 the Board of Governors approved an agreement with the San Bernardino County Fleet Management Department to provide maintenance repair services and replacement parts for vehicles and equipment for a total contract amount not to exceed \$750,000.

The HACSB approved Procurement Policy states, “Competitive Exception – Cooperative Intergovernmental Agreements: Consistent with the requirements of 2 CFR 200.318 and in order to promote efficiency and competition in the procurement of goods and services, HACSB may enter into agreements with other governmental agencies and regional or national intergovernmental purchasing networks or associations.” The purpose of the cooperative intergovernmental agreement is to take advantage of a competitive selection process already conducted by another agency and thus save HACSB the time and expense of conducting its own selection process.

HACSB entered into an intergovernmental agreement with San Bernardino County Fleet Management Department on October 1, 2017, and expires September 30, 2022 with the option to exercise two single year extensions.

### **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on July 20, 2022.





## Fleet Management Department

**RON LINDSEY**  
Director

June 7, 2022

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

**SUBJECT: CONTRACT 17-727**

Dear Ms. Razo,

Under the terms of Section III of the above-mentioned contract, the County of San Bernardino Fleet Management Department is exercising the option to extend the contract term through September 30, 2023.

Both Fleet Management and the Housing Authority of the County of San Bernardino will each continue to reserve the right to terminate the contract for any reason, with a thirty day (30) written notice of termination.

Upon such termination, payment will be made to the County for services rendered and expenses reasonably incurred prior to the effective date of the termination.

All other provisions and terms of the contract shall remain in effect.

Please sign below regarding your acceptance to extend the contract and return at your convenience by mail or email to Dennis Tormey at [Dennis.Tormey@fltm.sbcounty.gov](mailto:Dennis.Tormey@fltm.sbcounty.gov).

Sincerely,

**APPROVED**

**Ron Lindsey, Director**  
Fleet Management Department

**Maria Razo**  
Housing Authority of the County of  
San Bernardino

### BOARD OF SUPERVISORS

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Chief Executive Officer

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

**August 09, 2022**

## **FROM**

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

## **SUBJECT**

Construction Contract for Roofing and Insulation Work at the Barstow 7<sup>th</sup> Street Complex with ACCI Roofing Services.

## **RECOMMENDATION(S)**

1. Award contract No. PC1256, effective August 10, 2022, to ACCI Roofing Services for roofing services for the 74 units at the 7<sup>th</sup> Street, Public Housing community in the city of Barstow, in an amount not to exceed \$904,357.
2. Authorize and direct the Executive Director to execute and deliver the contract to ACCI Roofing Services, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

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

**HACSB residents live in safe and desirable homes and communities.**

## **FINANCIAL IMPACT**

The total contract amount is not expected to exceed \$904,357 and will be funded through the Housing Authority of the County of San Bernardino's (HACSB) reserve account that has been established for this property's Rental Assistance Demonstration (RAD) conversion process.

## **BACKGROUND INFORMATION**

HACSB has actively pursued the United States Department of Housing and Urban Development's (HUD) RAD program in order to convert its Public Housing units to Project-Based Housing Choice Voucher (HCV) units. This allows for the stabilization of revenue to these communities as traditionally HCV funding has been less prone to federal funding cuts than the Public Housing program. HACSB has converted over 1,000 units under the RAD program since 2013 and the Barstow Public Housing community is one of the most recent RAD conversions. This contract is for site-based roofing and insulation work pertaining to 74 units at the 7<sup>th</sup> Street Complex.

One requirement of a property's RAD conversion is to conduct a Physical Condition Assessment (PCA) of the properties to determine capital needs improvements at each property. Completing the work identified in the PCA is a condition that must be met for the RAD conversion. The capital improvement work that has been identified in the PCA includes the replacement of the roof system and installation of additional attic insulation. This work will address potential roof leaks, reduce the electrical utility usage, improve resident comfort, and improve the curb appeal for the property. HACSB has communicated to the contractor that they must work with HACSB staff to minimize any inconvenience to residents. Approval of this construction contract to ACCI Roofing Services

will allow for the needed site based roofing and insulation work needed at the Barstow 7<sup>th</sup> Street Complex.

### **PROCUREMENT**

On October 04, 2021, HACSB issued an Invitation for Bid (IFB) PC1253 for roofing and installation repairs which resulted in the receipt of seven proposals. Outreach efforts included email invitations to contractors and 98 vendor notifications through the agency's electronic bidding software, PlanetBids.com. The proposals were evaluated per the requirements of the Invitation for Bid (IFB) in which ACCI Roofing Services had the best price, considered responsive, and determined best qualified to provide this service to HACSB.

<b>Sealed bids were received by the deadline from the following organizations:</b>		
<b><u>Contractors Name</u></b>	<b><u>Location</u></b>	<b><u>Total Proposed Amount</u></b>
ACCI Roofing Services	Lake Side, California	\$904,357.00
AME Builders, Inc.	Pomona, California	\$921,894.28
A Preman Roofing Inc.	San Diego, California	\$929,056.00
Universal Coatings Inc.	Fresno, California	\$955,900.00
Commercial Waterproofing Systems, Inc.	Santa Ana, California	\$964,196.74
Good-Men Roofing & Construction	San Diego California	\$1,071,933.70
Letner Roofing	Orange, California	\$1,205,586.00

Based on the responses for these services, which were solicited to an adequate number of sources and in accordance with Title 2 Code of Federal Regulations Part 200, staff recommends awarding a contract for roofing and insulation work to ACCI Roofing Services.

### **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on July 21, 2022.

## CONTRACT FOR CONSTRUCTION PC1253 Roof & Insulation, Barstow 7<sup>th</sup> RAD

**THIS CONTRACT FOR CONSTRUCTION AGREEMENT** ("Agreement") is made as of the 10th day of August, 2022 by and between ACCI Roofing Services, ("Contractor"), and the Housing Authority of the County of San Bernardino, a 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. Description of Work.** Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration ("Work") necessary to construct and complete those certain improvements described on Exhibit "A", attached hereto and incorporated herein by reference ("Work"), which Work shall be performed in compliance with the plans and specifications described on Exhibit "A", attached hereto and incorporated herein. The Work shall be performed in a good and workmanlike manner. In connection with the performance of the Work, Contractor shall comply with all of the Contract Documents (as hereinafter defined).

**ARTICLE 2. Time of Completion.** Contractor shall commence the Work on or after the date specified in the written Notice to Proceed issued by HACSB, and shall fully complete all Work within 120 calendar days after the commencement date.

**ARTICLE 3. Price.** This is a firm Fixed Price Agreement as that phrase is defined in the General Conditions (as hereinafter defined). The price shall not exceed \$904,357.00. This amount is full consideration for this Agreement as written.

**ARTICLE 4. Payment.** Unless otherwise specified, Payment shall be made in accordance with and in the manner specified in the General Conditions.

**ARTICLE 5. Contract Documents.** This Agreement incorporates by reference all of the following documents (the "Contract Documents"):

1. General Conditions (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. Performance-Payment Bond ("Performance Bond"), attached hereto as Exhibit "D" and incorporated herein by reference.
4. Stipulation of Lien ("Stipulation of Lien"), attached hereto as Exhibit "E" and incorporated herein by reference.
5. Federal Labor Standards Provisions (form HUD 4010) attached here to as Exhibit "F".
6. Applicable prevailing wages determined by the United States Department of Labor pursuant to Davis Bacon Wages: **General Decision Number: CA20220017 04/29/2022 MOD 9**. Attached hereto as Exhibit "G" and incorporated herein by reference.

7. All agreements, representations, warranties, covenants, and certifications of Contractor made in connection with this Agreement.
8. 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 6. Best Efforts.** 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 its services 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 services performed by Contractor and may in its reasonable business discretion, reject such services in writing.

**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 beyond the purposes set forth in Article 1 hereof. 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.

**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. Should Contractor determine that a delay in its performance has occurred, which is solely attributable to a failure of HACSB, Contractor will promptly notify HACSB in writing.

**ARTICLE 10. Change Orders.** HACSB shall have the right, from time to time, to make changes to the Work by change order as set forth in the Contract Documents.

**ARTICLE 11. 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 12. 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 13. Performance Bond.** Contractor certifies that prior to its commencement of Work it shall provide to HACSB a written, fully executed Performance Bond, in substantially the form attached hereto as Exhibit "E", and incorporated herein by reference.

**ARTICLE 14. 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.

**ARTICLE 15. 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.

**ARTICLE 16. Warranty/Guarantee.**

- a. Contractor warrants and guarantees that any work and/or materials supplied or installed in Contractor's performance of all contracts awarded and executed under this Agreement for HACSB will be done in accordance with the Plans and Specifications and that the Work, as installed, will fulfill the requirements of the Specifications. Contractor agrees to repair or replace any or all of its Work, together with any adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or material within a period of two (2) years from the date of completion of the Project, except for ordinary wear and tear, unusual abuse or neglect on the part of HACSB.
- b. Contractor's warranty in no way supersedes any manufacturer's warranty or guarantee for any equipment or material supplied, or process used in the installation. The full effect of all manufacturers' warranties voided by improper installation or process will be guaranteed by Contractor for the full life of the manufacturer's warranty.
- c. In the event of Contractor's failure to comply with the conditions of this Article within a reasonable period of time as determined by HACSB and after being notified in writing, Contractor hereby authorizes HACSB to proceed to have said defect repaired and made good at Contractor's expense and will honor and pay the costs and charges therefore upon demand.

**ARTICLE 17. Superintendence by Contractor.** Contractor shall give his personal superintendence to the Work or have a competent superintendent, satisfactory to HACSB and/or the Architect, if any, on the Project at all times during progress with full authority to act for him.

**ARTICLE 18. Accident Prevention.** Contractor shall exercise proper precaution at all times for the protection of persons and property. The safety provisions of applicable law, building and construction codes shall be

observed, and Contractor shall take or cause to be taken such additional safety and health measures as HACSB may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the State of California Construction Safety Orders (CCR Title 8, Chapter 4, Subchapter 4, as amended) and the "Manual of Accident Prevention in Construction", published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws.

**ARTICLE 19. Removal of Debris, Cleaning.** Contractor shall, daily or as directed during the progress of the Work on the Project, remove and properly dispose of the resultant trash, dirt and debris, and keep the premises reasonably clear.

**ARTICLE 20. Designation of Subcontractors.**

- a. In compliance with the Subletting and Subcontracting Fair Practices Act (California Public Contract Code section 4100 et seq.) and any amendments thereof, each bidder shall set forth: (a) the name, the location of the place of business, and the California contractor license number of each subcontractor who will perform work or labor or render service to Contractor in or about the construction of the Project under this Agreement or a subcontractor licensed by the State of California who, under subcontract to Contractor, specially fabricates and installs a portion of the Project according to the Plans and Specifications in an amount in excess of one-half of one percent of Contractor's total bid, and (b) the portion of the Work which will be done by each subcontractor.
- b. If Contractor fails to specify a subcontractor or if Contractor specifies more than one subcontractor for the same portion of the Work performed for the Project in excess of one-half of one percent of Contractor's total bid, he shall be deemed to have agreed that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.
- c. Contractor shall not: (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the Work on the Project in excess of one-half of one percent of Contractor's total bid as to which the original bid did not designate a subcontractor, except as authorized by HACSB.
- d. Subletting or subcontracting of any portion of the Work on the Project in excess of one-half of one percent of Contractor's total bid as to which no subcontractor has been designated in the original bid shall only be permitted in cases of public record of HACSB wherein HACSB has set forth the facts constituting the emergency or necessity.

**ARTICLE 21. Stipulation of Lien.** Contractor certifies that all Work executed under this Agreement will be performed in accordance with the Agreement terms and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said Agreement. In consideration of the payment under the terms of the Agreement, Contractor hereby does release HACSB from any and all claims arising from any contract awarded by this process. Contractor shall prepare and submit to HACSB, a written Stipulation of Lien, in substantially the form attached hereto as Exhibit "F" and incorporated herein by reference. The Stipulation of Lien shall be recorded in the County Recorder's Office of San Bernardino County, California.

**ARTICLE 22. 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.

**ARTICLE 23. 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 24. 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-A Section 34 page 12). 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 25. Notices.** All notices required pursuant to this Agreement shall be communicated in writing, and shall be delivered in person, by commercial courier providing proof of delivery, or by certified mail, return receipt requested.



***All notices sent pursuant to this Agreement shall be addressed as follows:***

**If to HACSB:**

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

**If to Contractor:**

Larry Martin III,  
ACCI Roofing Services  
11325 Santa Maria Ave.  
Lakeside, California 92040  
[LarryJr@acciroofing.com](mailto:LarryJr@acciroofing.com)

Notices will be deemed effective upon receipt or rejection only.

**ARTICLE 26. 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 27. Applicable Law/Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of California, with proper venue for any litigation in San Bernardino County, California.

**ARTICLE 28. 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 29. 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 30. Counterparts.** This Agreement may be executed in multiple counterparts, and when so executed by each of the parties hereto shall constitute a single agreement binding upon all of the parties hereto.

**ARTICLE 31. Licensed Contractor.** Contractor represents and warrants that it is a licensed contractor in good standing with the California Contractors State License Board.

**[END – SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, HACSB and Contractor have entered into this Agreement as of the Effective Date. August 10, 2022

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

**ACCI Roofing Services**

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

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

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

**CERTIFICATE OF CORPORATE AUTHORITY**

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

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

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

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

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

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

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

Name: Maria Razo

Its: Executive Director

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

**EXHIBIT "C"**  
**GENERAL CONDITIONS FOR CONSTRUCTION CONTRACTS**  
**PUBLIC HOUSING PROGRAMS**  
**(form HUD – 5370)**

## 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.
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. 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. 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 on 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.

**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. **LEAD BASED PAINT PROHIBITION:** For any contract for construction or rehabilitation, Contractor certifies that it shall comply with 24 CFR Part 35 prohibiting the use of lead-based paint.
32. **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).
33. **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.
34. **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.
35. **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).
36. **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.

- 37. 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.

## **SCOPE OF WORK**

## PERFORMANCE – PAYMENT BOND

KNOW ALL ME BY THESE PRESENTS: That we \_\_\_\_\_ (Contractor) \_\_\_\_\_, a \_\_\_\_\_ (corporation) hereinafter called "Principal" and \_\_\_\_\_ (Surety) of \_\_\_\_\_, State of \_\_\_\_\_, hereinafter called the "Surety", are held and firmly bound unto \_\_\_\_\_ (Owner) \_\_\_\_\_ of \_\_\_\_\_ (City and State), hereinafter called "Owner" in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that Whereas, the Principal entered into a certain contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, a copy of which is hereto attached and made a part hereof for the construction of: \_\_\_\_\_

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted to the Owner, which or without notice to the Surety, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the work or to the specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**[END – SIGNATURES FOLLOW NEXT PAGE]**

IN WITNESS WHEREOF, this instrument is executed in two (2) counterparts, each one of shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

"PRINCIPAL"

\_\_\_\_\_  
(Principal) Secretary

(Seal)

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address – Zip Code)

"SURETY"

\_\_\_\_\_  
(Surety) Secretary

(Seal)

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
ITS: Attorney-in-Fact

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Address – Zip Code)

\_\_\_\_\_  
(Address – Zip Code)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute bond.

**HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO**  
**715 E. BRIER DRIVE**  
**SAN BERNARDINO, CA 92408-2841**  
**(909) 890-0644 FAX (909) 890-4618**

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**STIPULATION OF LIEN**

Contract Number: PC1253 Roofing and Insulation, 7th St. Barstow RAD

KNOW ALL MEN BY THESE PRESENTS:

1. The undersigned certifies that all contract work executed under the aforesaid Contract Number PC1253 will be performed in accordance with the contract terms thereof and there will be no claims of laborers or mechanics for unpaid wages arising out of the performance of said contract.
2. That, in consideration of the payment of the amount of any contract awarded, the undersigned does hereby release the Housing Authority of the County of San Bernardino from any and all claims arising from any contract awarded by this process.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

NAME AND ADDRESS OF CONTRACTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_  
(Date)

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

**August 9, 2022**

## **FROM**

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

## **SUBJECT**

Amendment of Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. for Yucaipa Terrace

## **RECOMMENDATION(S)**

1. Approve the second amendment to the Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. to revise the contract end date to November 30, 2022.
2. Authorize and direct the Executive Director to execute and deliver the second amendment to the Project-Based Voucher Program Housing Assistance Payment Contract and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

## **GOALS & OBJECTIVES**

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

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

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

## **FINANCIAL IMPACT**

Approval of the proposed second amendment of the Project-Based Voucher Program Housing Assistance Payments Contract (Contract) will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) annual budget as the rental assistance budgeted will continue to be paid on behalf of existing residents.

## **BACKGROUND INFORMATION**

On March 1, 2002, HACSB entered into a ten-year Project-Based Voucher Program Housing Assistance Payments Contract at Yucaipa Terrace, a 51-unit HACSB owned property. Subsequently, the contract has been extended in ten year increments, with the latest contract expiring on February 28, 2022. Fifty units receive project-based voucher assistance, and one unit is occupied by a property manager and is unassisted.

On November 9, 2021, the Board of Commissioners approved a second ten-year extension of the HAP contract through February 28, 2032 and an amendment to the Contract reducing the number of units from 50 to 8 effective December 1, 2022. The number of units were reduced because initial analysis found that the development did not need as much subsidy. The affected residents would continue to receive rental assistance under the tenant-based voucher program either at Yucaipa Terrace or a unit of their choosing. Since the eight remaining project-based units had not been identified, all residents received the required 12-month notice of the termination of the project-based assistance in November 2021 and a 6-month notice in May 2022. Staff have conducted three resident meetings at Yucaipa Terrace to explain the transition.



Amendment to the Project-Based Voucher Program Housing Assistance Payments Contract  
with Housing Partners I, Inc. for Yucaipa Terrace  
August 9, 2022

Staff has analyzed the extent to which project-based voucher subsidies are needed to continue providing high quality housing for the residents at Yucaipa Terrace. Based on review of the updated regulatory rents allowed under the State program, it was determined that the remaining 8 project-based vouchers are not needed to maintain the State required reserve contributions (operating reserve account and a reserve for replacement reserve). As background, funding for this development was received by the State which established a regulatory agreement that includes restrictions related to operating policies, rental charges, operating expenditures, assignment of rents, cash flow and sale of the project through September 5, 2050. Ending the HAP contract at Yucaipa Terrace will increase the number of project-based vouchers potentially available for the continued redevelopment of our 1940's converted public housing portfolio. This may take several years as the rental assistance would still be tied to families participating in the Housing Choice Voucher program. Additionally, this action will have no adverse impact on the residents. Affected residents will continue to receive rental assistance under the tenant-based voucher program either at Yucaipa Terrace or a unit of their choosing. The transition to tenant-based assistance will begin this fall to ensure no interruption in housing assistance for the residents.

The project-based subsidies are not needed to continue providing affordable housing for low-income families. Therefore, HACSB staff recommends the Board of Commissioners approve the second amendment of the HAP contract to revise the contract end date to November 30, 2022.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on July 19, 2022.

## **SECOND AMENDMENT OF THE HOUSING ASSISTANCE PAYMENTS CONTRACT**

This **SECOND AMENDMENT OF THE HOUSING ASSISTANCE PAYMENTS CONTRACT** (this “Amendment”) between the **Housing Partners I, Inc.** (the “Owner”) and the **Housing Authority of the County of San Bernardino** (the “Authority”) is, upon execution, effective as of 10<sup>th</sup> day of August 2022.

### **WITNESSETH:**

WHEREAS, the Authority entered into a Housing Assistance Payments Contract (the “HAP Contract”) with the Owner, with an extension effective date of March 1, 2022, for certain Project Based Voucher (PBV) housing assistance payments with respect to 50 units located at Yucaipa Terrace, 12435 6<sup>th</sup> Street #101-#1005, Yucaipa, CA 92399 (the “Project”);

WHEREAS, on December 1, 2021, the Owner and the Authority amended the HAP Contract reducing the number of units from 50 units to 8 units effective December 1, 2022; and

WHEREAS, the Owner and the Authority now wish to amend the contract extension period.

NOW, THEREFORE, in consideration of the covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties, intending to be legally bound, hereby covenant and agree as follows:

1. Amendment of HAP Contract Section 1.d.2.a. Section 1.d.2.a of the HAP Contract shall be amended to revise the extension of term through November 30, 2022. HAP Contract Section 1.d.2.a. shall read: Subject to paragraph 2.b., the initial term of the HAP contract for all contract units is: Extension is for nine months through 11/30/2022.
2. No Other Amendments. Both parties acknowledge and agree that the HAP Contract remains in full force and effect, unmodified except as expressly stated in this Amendment.
3. Successors and Assigns. This Amendment shall bind and inure to the benefit of the parties hereto and, subject to the requirements of this Amendment, their respective heirs, personal representatives, successors and assigns.
4. Captions and Headings. The captions and headings contained in this Amendment are included herein for convenience of reference only and shall not be considered a part hereof and are not in any way intended to limit or enlarge the terms hereof.
5. Counterparts. This Amendment may be executed in one or more counterparts, each of which counterparts shall be deemed to be an original hereof and all of which counterpart originals shall be deemed to constitute one and the same document.
6. Governing Law. This Amendment shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the Owner and the Authority have executed this Second Amendment of the Housing Assistance Payments Contract as of the date first written above.

**Housing Authority of the County of San Bernardino**

By: \_\_\_\_\_  
Name: Maria Razo  
Its: Executive Director

**Housing Partners I, Inc.**

By: \_\_\_\_\_  
Name: Anthony Perez  
Its: Executive Director

## EXHIBIT A

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

There are fifty-one (51) units at the development of which a total of eight (8) units are covered by this HAP Contract.

Development: Yucaipa Terrace  
Address: 12435 6<sup>th</sup> Street  
Unit #s: #101 - #105, #202 - #205, #301 – 307, #501 - #505, #601 - #605, #701 – #707,  
#801 - #807, #901 - #905, #1001 - #1005  
City, State, Zip: Yucaipa, CA 92399

The contract units are designated for elderly household and are floating units as follows:

Bedroom Size	# of Units	Contract Rent
1	8	\$675

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

**August 9, 2022**

## **FROM**

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

## **SUBJECT**

**FY 2022-2023 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing Programs**

## **RECOMMENDATION(S)**

**Adopt Resolution No. 158 approving FY 2022-2023 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing programs effective October 1, 2022.  
(Presenter: Maria Razo, Executive Director, 332-6305)**

## **GOALS & OBJECTIVES**

**HACSB clients, programs, and properties are embraced by all communities.  
HACSB clients live in safe and desirable homes and communities where they can develop and prosper.**

## **FINANCIAL IMPACT**

**Despite the slight increase in the value of the utility allowances from the last review in 2021, the financial impact is anticipated to be minimal because these allowances only apply to approximately 10% of families served. Every year, the Housing Authority of the County of San Bernardino (HACSB) considers the changes to the utility allowances which are included in HACSB's 2022-2023 annual budget.**

## **BACKGROUND INFORMATION**

**This item will allow HACSB to update the annual Utility Allowance Schedules, a requirement per Title 24 of the Code of Federal Regulations section 982.517(c). The purpose of the utility allowances is to offset the cost of tenant-paid utilities and appliances not included in the rental subsidy. The Utility Allowance Schedule is only applicable to families participating in the Family Self-Sufficiency Program and Special Purpose Voucher Programs, which equates to approximately 1,000 households. It does not apply to households in the other Housing Choice Voucher Programs or in the Public Housing program that are not enrolled in the Family Self-Sufficiency program; these households have the utility costs incorporated within their household's rent calculation.**

**The Utility Allowance Schedules were derived using actual current rates from applicable utility companies and energy consumption figures specific to San Bernardino County from a utility allowance tool provided by the United States Department of Housing and Urban Development (HUD). The utility allowances for the Public Housing Program also utilize a consumption baseline calculated by our Energy Services Company, Noresco, as a result of our Energy Performance Contract (EPC). HACSB created two sets of allowances, one for units affected by the EPC and a second set for units not impacted by the EPC.**

The Maplewood Homes Affordable Housing community is handled differently, since approximately one-third of the 296 units at that site have solar panels installed and the utility allowance schedules have been adjusted to ensure the savings are distributed to all the households at the community. As a result, the utility allowances for air conditioning and other electric appliances have decreased for those units with solar panels and have increased for those units without solar panels.

If any utility rate has changed by 10% or more from the rate upon which the current allowance is based, HACSB is required to update the allowance for that utility. However, HACSB reviews and updates all allowances to reflect the current rate at the time of review, regardless of the value of the change. In this year's review, the utility rates for one or more utility (sewer rates and consumption rates for natural gas and electricity) have changed by 10% or more since the 2021 utility allowances were adopted, therefore require an update to the utility allowance as guided by HUD. Approval of this item will update the utility allowance schedules with the current rates.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

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

**HOUSING AUTHORITY RESOLUTION NO. 2022-158**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO APPROVING THE UTILITY ALLOWANCE SCHEDULES FOR  
THE HOUSING CHOICE VOUCHER AND PUBLIC HOUSING PROGRAMS EFFECTIVE OCTOBER  
1, 2022**

**RECITALS**

**WHEREAS**, the utility allowances relative to the Housing Choice Voucher and Public Housing programs are periodically reviewed;

**WHEREAS**, the Housing Authority of the County of San Bernardino (Authority) has conducted the review and has established new revised allowances for the resident, participant, and project-supplied utilities in accordance with current utility consumption and utility rate information; and

**WHEREAS**, the Authority has taken into consideration the energy performance measures for the units affected in the Public Housing program.

**OPERATIVE PROVISIONS**

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY  
OF THE COUNTY OF SAN BERNARDINO DOES RESOLVE AS FOLLOWS:**

Section 1. The Board of Commissioners finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

Section 2. The Board of Commissioners hereby approves the updated FY 2022-2023 Utility Allowance Schedules relative to the Housing Choice Voucher and Public Housing programs effective October 1, 2022, a copy of which is attached hereto and incorporated herein by reference.

Section 3. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Housing Authority of the County of San Bernardino, by the following vote:

AYES:

NOES:

ABSENT:

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

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Secretary



**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

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

Locality <b>San Bernardino County</b>	Age mixed	Unit Type <b>Apartment</b>	Date (mm/dd/yyyy) <b>10/1/2022</b>
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**Utility or Service**

**Monthly Dollar Allowances**

		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	26	30	33	36	40	44	46
	b. Bottle Gas	63	73	80	87	97	106	112
	c. Electric	27	35	45	54	63	72	81
Cooking	a. Natural Gas	5	5	8	10	12	15	16
	b. Bottle Gas	12	12	19	24	29	36	39
	c. Electric	11	13	19	28	38	45	53
Other Electric		43	51	71	91	112	135	153
Air Conditioning		23	28	43	59	72	85	113
Water Heating	a. Natural Gas	10	11	17	23	29	35	38
	b. Bottle Gas	24	27	41	56	70	85	91
	c. Electric	26	31	44	57	70	84	96
Water		45	47	62	83	105	126	143
Sewer		42	42	42	42	42	42	42
Trash Collection		28	28	28	28	28	28	28
Range/Microwave		6	6	6	6	6	6	6
Refrigerator		5	5	5	5	5	5	5
Other - specify		0	0	0	0	0	0	0

**Actual Family Allowances to be used by the family to compute allowance.**

Complete below for the actual unit rented.

**Name of Family**

**Address of Use**

**Number of Bedrooms**

Utility or Service	Monthly Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
<b>Total</b>	<b>\$</b>

Spreadsheet based on form HUD-52667 (7/19).

Previous editions are obsolete

ref. Handbook 7420.8

**Any individual, company, corporation, government agency or organization using these utility allowances shall indemnify, defend, and hold harmless the Housing Authority of the County of San Bernardino, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or in connection with the use of these utility allowances under any circumstances.**

**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

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

Locality <b>San Bernardino County</b>	Age mixed	Unit Type <b>Detached Houses</b>	Date (mm/dd/yyyy) <b>10/1/2022</b>
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**Utility or Service**

**Monthly Dollar Allowances**

		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	36	42	47	52	57	63	67
	b. Bottle Gas	87	102	114	126	138	152	164
	c. Electric	63	74	84	94	104	114	129
Cooking	a. Natural Gas	5	5	8	10	12	15	16
	b. Bottle Gas	12	12	19	24	29	36	39
	c. Electric	11	13	23	30	40	48	55
Other Electric		64	75	104	139	173	211	239
Air Conditioning		18	22	58	91	123	156	172
Water Heating	a. Natural Gas	12	14	22	29	36	44	47
	b. Bottle Gas	29	34	53	70	87	106	114
	c. Electric	33	43	59	76	91	104	117
Water		45	47	62	83	105	126	145
Sewer		42	42	42	42	42	42	42
Trash Collection		28	28	28	28	28	28	28
Range/Microwave		6	6	6	6	6	6	6
Refrigerator		5	5	5	5	5	5	5
Other - specify		0	0	0	0	0	0	0

**Actual Family Allowances to be used by the family to compute allowance.**

Complete below for the actual unit rented.

**Name of Family**

**Address of Use**

**Number of Bedrooms**

Utility or Service	Monthly Cost
Heating	
Cooking	
Other Electric	
Air Conditioning	
Water Heating	
Water	
Sewer	
Trash Collection	
Range/Microwave	
Refrigerator	
Other	
<b>Total</b>	<b>\$</b>

Previous editions are obsolete

Spreadsheet based on form HUD-52667 (7/19).

ref. Handbook 7420.8

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**Allowances for  
Tenant-Furnished Utilities  
and Other Services**

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

Locality <b>San Bernardino County</b>	Age mixed	Unit Type <b>Manufactured homes</b>	Date (mm/dd/yyyy) <b>10/1/2022</b>
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Utility or Service		Monthly Dollar Allowances						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	31	36	40	44	49	53	58
	b. Bottle Gas	75	87	97	106	119	128	140
	c. Electric	68	80	82	84	86	88	98
Cooking	a. Natural Gas	5	5	8	10	12	15	16
	b. Bottle Gas	12	12	19	24	29	36	39
	c. Electric	11	13	23	30	40	48	50
Other Electric		64	75	104	139	173	211	246
Air Conditioning		22	28	54	77	99	121	153
Water Heating	a. Natural Gas	12	14	22	29	36	44	47
	b. Bottle Gas	29	34	53	70	87	106	114
	c. Electric	33	43	59	76	91	104	115
Water		45	47	62	83	105	26	29
Sewer		42	42	42	42	42	42	42
Trash Collection		28	28	28	28	28	28	28
Range/Microwave		6	6	6	6	6	6	6
Refrigerator		5	5	5	5	5	5	5
Other - specify		0	0	0	0	0	0	0

Actual Family Allowances to be used by the family to compute allowance. Complete below for the actual unit rented.		Utility or Service	Monthly Cost
<b>Name of Family</b>		Heating	
		Cooking	
		Other Electric	
<b>Address of Use</b>		Air Conditioning	
		Water Heating	
		Water	
		Sewer	
		Trash Collection	
		Range/Microwave	
<b>Number of Bedrooms</b>		Refrigerator	
		Other	
		<b>Total</b>	\$

Spreadsheet based on form HUD-52667 (7/19).

Previous editions are obsolete

ref. Handbook 7420.8

**Any individual, company, corporation, government agency or organization using these utility allowances shall indemnify, defend, and hold harmless the Housing Authority of the County of San Bernardino, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or in connection with the use of these utility allowances under any circumstances.**



<b>AFFORDABLE HOUSING PROGRAM</b>							
<b>Utility Allowance Schedule Non Energy Performance Contract</b>							
Effective October 1, 2022							
<b>APARTMENTS</b>							
	<b>Bedrooms:</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Electric							
	Cooking	8	8	9	11	12	14
	Water Heating	24	24	28	32	36	41
	Space Heating	32	32	37	43	48	55
	Air Conditioning	11	11	13	15	17	19
	Other Electric	32	32	37	43	48	55
Gas							
	Cooking	8	9	11	14	16	18
	Water Heating	40	44	54	66	77	90
	Space Heating	32	35	43	53	62	71
Bottle Gas							
	Cooking	20	22	27	33	39	45
	Water Heating	98	106	130	160	187	217
	Space Heating	78	84	103	127	149	172
Water		36	44	59	78	96	111
Sewer		32	32	32	32	32	32
Trash		28	28	28	28	28	28
Refrigerator		5	5	5	5	5	5
Range/Microwave		6	6	6	6	6	6



<b>AFFORDABLE HOUSING PROGRAM</b>							
<b>Utility Allowance Schedule Non Energy Performance Contract</b>							
Effective October 1, 2022							
<b>HOUSES</b>							
	<b>Bedrooms:</b>	<b>0</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
Electric							
	Cooking	8	8	10	11	12	14
	Water Heating	25	25	29	33	37	42
	Space Heating	33	33	38	44	50	56
	Air Conditioning	12	12	13	15	17	20
	Other Electric	33	33	38	44	50	56
Gas							
	Cooking	9	9	11	14	16	19
	Water Heating	42	45	55	68	80	92
	Space Heating	33	36	44	54	63	73
Bottle Gas							
	Cooking	21	22	28	34	40	46
	Water Heating	101	109	134	165	193	223
	Space Heating	80	87	106	131	153	177
Water		36	45	60	80	98	114
Sewer		32	32	32	32	32	32
Trash		28	28	28	28	28	28
Refrigerator		5	5	5	5	5	5
Range/Microwave		6	6	6	6	6	6

<b>AFFORDABLE HOUSING PROGRAM</b>							
<b>Utility Allowance Schedule Energy Performance Contract</b>							
Effective October 1, 2022							
<b>Apartments - Energy Performance Contract</b>							
	Bedrooms:	0	1	2	3	4	5
Electric							
	Cooking	3	7	8	9	10	11
	Water Heating	8	20	23	27	30	33
	Space Heating	11	27	30	35	40	45
	Air Conditioning	4	9	11	12	14	16
	Other Electric	11	27	30	35	40	45
Gas							
	Cooking	7	8	9	11	13	14
	Water Heating	35	37	44	53	61	69
	Space Heating	28	30	35	42	48	55
Bottle Gas							
	Cooking	17	19	22	27	30	34
	Water Heating	85	90	108	129	147	167
	Space Heating	67	72	85	102	117	133
Water		32	39	49	62	73	81
Sewer		32	32	32	32	32	32
Trash		28	28	28	28	28	28
Refrigerator		5	5	5	5	5	5
Range/Microwave		6	6	6	6	6	6



<b>AFFORDABLE HOUSING PROGRAM</b>							
<b>Utility Allowance Schedule Energy Performance Contract</b>							
Effective October 1, 2022							
<b>Houses - Energy Performance Contract</b>							
	Bedrooms:	0	1	2	3	4	5
Electric							
	Cooking	3	7	8	9	10	11
	Water Heating	9	21	24	27	31	34
	Space Heating	12	28	31	37	41	46
	Air Conditioning	4	10	11	13	14	16
	Other Electric	12	28	31	37	41	46
Gas							
	Cooking	7	8	9	11	13	15
	Water Heating	36	39	46	55	63	71
	Space Heating	29	31	36	44	50	57
Bottle Gas							
	Cooking	18	19	23	27	31	35
	Water Heating	87	93	111	133	152	172
	Space Heating	69	74	88	105	120	137
Water		33	40	50	63	74	83
Sewer		32	32	32	32	32	32
Trash		28	28	28	28	28	28
Refrigerator		5	5	5	5	5	5
Range/Microwave		6	6	6	6	6	6



<b>AFFORDABLE HOUSING PROGRAM</b>							
<b>Utility Allowance Schedule Energy Performance Contract</b>							
<b>Maplewood Homes - Solar</b>							
Effective October 1, 2022							
<b>Apartments - Energy Performance Contract</b>							
	Bedrooms:	0	1	2	3	4	5
Electric							
	Cooking	3	7	8	9	10	11
	Water Heating	8	20	23	27	30	33
	Space Heating	11	27	30	35	40	45
	Air Conditioning	0	0	0	0	0	0
	Other Electric	10	10	10	10	10	10
Gas							
	Cooking	7	8	9	11	13	14
	Water Heating	35	37	44	53	61	69
	Space Heating	28	30	35	42	48	55
Bottle Gas							
	Cooking	17	19	22	27	30	34
	Water Heating	85	90	108	129	147	167
	Space Heating	67	72	85	102	117	133
Water		32	39	49	62	73	81
Sewer		32	32	32	32	32	32
Trash		28	28	28	28	28	28
Refrigerator		5	5	5	5	5	5
Range/Microwave		6	6	6	6	6	6



<b>AFFORDABLE HOUSING PROGRAM</b>							
<b>Utility Allowance Schedule Energy Performance Contract</b>							
<b>Maplewood Homes - Non-Solar</b>							
Effective October 1, 2022							
<b>Apartments - Energy Performance Contract</b>							
	Bedrooms:	0	1	2	3	4	5
Electric							
	Cooking	3	7	8	9	10	11
	Water Heating	8	20	23	27	30	33
	Space Heating	11	27	30	35	40	45
	Air Conditioning	4	9	11	12	14	16
	Other Electric	53	68	72	77	81	86
Gas							
	Cooking	7	8	9	11	13	14
	Water Heating	35	37	44	53	61	69
	Space Heating	28	30	35	42	48	55
Bottle Gas							
	Cooking	17	19	22	27	30	34
	Water Heating	85	90	108	129	147	167
	Space Heating	67	72	85	102	117	133
Water		32	39	49	62	73	81
Sewer		32	32	32	32	32	32
Trash		28	28	28	28	28	28
Refrigerator		5	5	5	5	5	5
Range/Microwave		6	6	6	6	6	6

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

**August 9, 2022**

**FROM**

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

**SUBJECT**

Regular Meeting Minutes for Meeting Held on July 12, 2022

**RECOMMENDATION(S)**

Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on July 12, 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 July 12, 2022 and attached are the comprehensive minutes for review and recommended approval by the Board.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on July 25, 2022.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO  
July 12, 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 895 0096 4724, Password 650035) at 3:00 p.m. on July 12, 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 was recorded as absent.

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; Jesse Diaz, Finance Manager; Renee Kangas, Sr. Management Analyst; Angie Lardapide, Procurement and Contracts Supervisor; Ronald Kennedy Jr., Management Analyst; Ashlee Pardo, Management Analyst; Kristin Maithonis, Assistant Director of Housing Services; Evan Miles, Project Manager; Perlie Liu, Asset Management Analyst; 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 July 12, 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. Executive Director read the public comment that was received via email.

*Good morning,*

*I have reviewed the Fiscal Year 2022-2023 Consolidated Annual Budget and I would like to make a public comment to support any initiatives that continue funding for rental assistance to families, despite increasing rental costs. The American Rescue Plan allotted an emergency grant to San Bernardino County to rebuild stronger communities as a response to the COVID-19 pandemic. CA Senate Bill 115 rental relief applications are currently closed, however, Governor Newsom approved early action budget items that include the \$100 million to support mutual aid to local governments. Although the County pulls from many funding sources, I call this Board of Commissioners to consider this information in the 2020-2026 Consolidated Plan and Resolution No 153 Moving to Work Plan for the Fiscal 2022-2023. I implore us to look at the policies in place that provide landlord incentives and extension of voucher deadlines for*

*families competing for housing units that accept the vouchers. I also support HACSB's goal in undertaking multiple projects over the next several years for various capital improvement projects within the existing housing portfolio. As the rising costs of housing market increases, I have seen the need for more affordable housing supplemented with supportive services for families to maintain self-sufficiency. Thank you for your time and consideration.*

*Respectfully,*

*R. S.*

*Chino, CA*

**4) Selection of Chair and Vice-Chair of the Board of Commissioners for the Housing Authority of the County of San Bernardino**

Select a Chair and Vice-Chair from among the Board of Commissioners of the Housing Authority of the County of San Bernardino to serve until January 11, 2023, was requested.

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

Commissioner MacDuff moved to nominate Commissioner Johnson as Chair of the Board, and Commissioner Cooper seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Johnson

Vice-Chair Cooper

Commissioner MacDuff

Commissioner Miller

Nays

Commissioner MacDuff moved to nominate Commissioner Cooper as Vice-Chair of the Board, and Commissioner Miller seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Johnson

Vice-Chair Cooper

Commissioner MacDuff

Commissioner Miller

Nays

**5) 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 5, 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.

**6) Executive Director's Report**

The Executive Director's Report was requested.

Executive Director Razo gave the Executive Director's Report.

Discussion amongst the Board of Commissioners took place regarding the Executive Director's Report.

**7) Board Building Presentation**

The board building presentation was requested.

The board building presentation included an overview of the Housing Authority of the County of San Bernardino's scholarship program and a presentation of the 2022-2023 scholarship awards.

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

**8) Resolution No. 154**

Discussion calendar item number 8 to adopt Resolution No. 154 to approve and adopt, a) the Fiscal Year 2022-23 Consolidated Annual Budget including operating transfers in/out, B) the Fiscal Year 2022-23 Public Housing Annual Budget including operating transfers in/out, c) any changes to the Consolidated Annual Budget or the Public Housing Budget that the Board of Commissioners may direct, was requested.

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

Ayes

Chair Johnson  
Vice-Chair Cooper  
Commissioner MacDuff  
Commissioner Miller

Nays

**9) Resolution No. 153**

Discussion Calendar item number 9 to Adopt Resolution No. 153 a) Approving the Housing Authority of the County of San Bernardino's Annual Moving to Work plan for Fiscal Year 2022-2023; and b) Approving the Annual Moving to Work Plan Certifications of Compliance to Regulations with the United States Department of Housing and Urban Development, was requested.

Executive Director Razo explained the item.

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

Ayes

Chair Johnson  
Vice-Chair Cooper  
Commissioner MacDuff  
Commissioner Miller

Nays

**10) Resolution No. 155**

Discussion calendar item number 10 to Adopt Resolution No. 155 approving revisions to the Housing Authority of the County of San Bernardino's Salary Schedule effective August 5, 2022, was requested.

Jennifer Dawson, Director of Human Resources, explained the item.

Commissioner MacDuff moved to approve discussion calendar item number 10, 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

Nays

**11) Resolution No. 156**

Discussion calendar item number 11 to Adopt Resolution No. 156 approving revisions to the Employee Compensation Philosophy and Administrative Guidelines, was requested.

Jennifer Dawson, Director of Human Resources, explained the item.

Commissioner MacDuff moved to approve discussion calendar item number 11, 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

Nays

**12) Authorize the Housing Authority of the County of San Bernardino to enter into a Loan Agreement for Desert Haven Apartments Development**

Discussion calendar item number 12 to 1) Authorize Housing Authority of the County of San Bernardino to enter into a Loan Agreement in an amount not-to-exceed \$2,398,401 and to execute related documents with Desert Haven Victorville, L.P., to serve as permanent financing for a development known as the Desert Haven Apartments, said agreements and documents to be executed in substantially the form attached, such approval to be evidenced conclusively by the execution and delivery thereof, 2) Authorize the Executive Director of the Housing Authority of the County of San Bernardino, upon consultation with Legal Counsel, to make modifications to the Loan Agreement and the documents or exhibits attached to the Agreement in order to conform to the transaction and funding for the Desert Haven Apartments permanent supportive housing project and to execute all documents or certificates which are necessary or appropriate to carry out and close the transaction as contemplated in the Agreement, was requested.

Executive Director Razo explained the item.

Commissioner Cooper moved to table discussion calendar item number 12. 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

Nays

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

**13) Approve Subordination Agreements to facilitate the refinance of the permanent loan for the Vista Del Sol Senior Housing site owned and operated by Housing Partners I, Inc.**

Discussion calendar item number 13, to 1) Authorize the Executive Director of the Housing Authority of the County of San Bernardino (HACSB) to enter into a Subordination Agreement that allows the lien of the Permanent Mortgage provided by PNC Bank to be superior to the lien of the HACSB's Regulatory Agreement for the Vista del Sol Senior Housing site in Redlands, and to execute said agreement in substantially the form attached, such approval to be evidenced conclusively by the execution and delivery thereof, 2) Authorize the Housing Successor Agency

of the former Redevelopment Agency of the City of Redlands (the RDA) to enter into a Subordination Agreement that allows the lien of the Permanent Mortgage provided by PNC Bank to be superior to the lien of the RDA's Affordable Housing Development Incentive and Restrictive Covenant Agreement and Declaration of Restrictive Covenants for the Vista del Sol Senior Housing site in Redlands, and to execute said agreement in substantially the form attached, such approval to be evidenced conclusively by the execution and delivery thereof, 3) Authorize the Executive Director of HACSB, upon consultation with Legal Counsel, to make modifications to the Subordination Agreement(s) and the documents or exhibits attached to the Agreement(s) as deemed necessary by Legal Counsel and to execute all documents or certificates which are necessary or appropriate to facilitate affiliate nonprofit Housing Partners I, Inc. (HPI) refinance of the Permanent Mortgage provided by PNC Bank, was requested.

Executive Director Razo explained the item.

Commissioner MacDuff moved to approve discussion calendar item number 13. 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

Nays

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

**14) Contract with a pool of on-call contractors for on-call services**

Discussion calendar item number 14 to, 1) Approve Contract No. PC1277, effective August 1, 2022 for on-call architect services with Albert Group Architects, Architerra Design Group, Onyx Architects, Inc., RRM Design Group, and Sillman Wright Architects exercising a two-year base period with three single-year options to extend the contract through July 31, 2027, 2) Approve an appropriation in an amount not to exceed \$500,000 for on-call architect services through July 31, 2027, 3) Authorize and direct the Executive Director to execute and deliver the contracts to Albert Group Architects, Architerra Design Group, Onyx Architects, Inc., RRM Design Group, and Sillman Wright Architects 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 MacDuff moved to approve discussion calendar item number 14. 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

Nays



**15) Construction Contract for Concrete and Masonry Repairs at the Barstow 7<sup>th</sup> Street Complex with J. Cardenas Inc.**

Discussion calendar item number 15 to, 1) Award contract No. PC1253, effective July 13, 2022, to J. Cardenas Inc. for concrete and masonry repairs at the 7<sup>th</sup> Street, Public Housing community in the city of Barstow, in an amount not to exceed \$343,201, 2) Authorize and direct the Executive Director to execute and deliver the contract to J. Cardenas Inc., 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 MacDuff moved to approve discussion calendar item number 15. 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

Nays

**16) Construction Contract for replacement of entry doors and windows at the Barstow 7<sup>th</sup> Street Complex with Shipley Construction and Plumbing**

Discussion calendar item number 16 to, 1) Award contract No. PC1256, effective July 13, 2022, to Shipley Construction and Plumbing for replacement of entry doors and windows at the 7<sup>th</sup> Street Complex, Public Housing community in the city of Barstow, in an amount not to exceed \$610,352.89, 2) Authorize and direct the Executive Director to execute and deliver the contract to Shipley Construction and Plumbing, 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 MacDuff moved to approve discussion calendar item number 16. 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

Nays

**17-21) Consent Items**

Approval of the consent calendar agenda items numbers 17 - 21 was requested.

Commissioner Cooper moved to approve consent calendar agenda item numbers 17 - 21, to:

17) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on June 14, 2022.

18) Approve and file Agency-wide Financial Statements through March 2022.

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

20) Receive update from staff on Emergency Housing Voucher implementation.

21) Adopt Resolution No. 157 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 July 16, 2022 through August 15, 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

Nays

Chair Johnson provided an opportunity for individual board member comments. No Comments were presented by the board.

There being no other business, Commissioner MacDuff moved for the regular meeting of Tuesday, July 12, 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 4:51 p.m.

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Tim Johnson, Chair

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Beau Cooper, Vice Chair

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Cassie MacDuff

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Sylvia Miller

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Bobby Tarango

Attest:

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Secretary

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

**August 9, 2022**

## **FROM**

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

## **SUBJECT**

**Agency-wide Financial Statements through April 2022**

## **RECOMMENDATION(S)**

**Approve and file Agency-wide Financial Statements through April 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 April 2022 for Federal Fiscal Year (FFY) 2021-22 is \$(784,524). The net loss is currently lower than the anticipated \$6,828,911 budgeted net income, with a variance of \$7.6 million.

The primary reason for the budget variance is attributed to \$9.3 million less funding received for our Housing Choice Voucher program. Our budget reflects funding for a 100% lease rate and when actual expenses are lower than the expected lease rate, HUD provides us with less funding. The difference between the authorized funding amount and actual funding received is deposited into a HUD Held Reserve (HHR) account which can be used for future eligible expenses, with HUD's approval. Related to the lower lease rate, there was also a reduction in Housing Assistance Payments in the amount of \$4.1 million due to a lower lease rate than expected. We expect the lease rate to increase in the remaining months. The budget variance is also 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 \$1.4 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 \$1.2 million (reflected in the extraordinary maintenance expenses line). Examples of extraordinary maintenance expenses budgeted include asphalt repairs, concrete repairs, roofing work, and exterior painting. Depreciation expenses and other non-operating items are not budgeted and amount to \$3.4 million through April 2022.

<b>Financial Summary</b>	<b>FY 2022 YTD</b>
Revenues	\$87,347,468
Expenses	\$(84,764,521)
Operating Net Income/(Loss)	\$2,582,947
Operating Transfers/Non-Operating Items	\$(3,367,471)
<b>Net Income/(Loss)</b>	<b>\$(784,524)</b>

#### **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 July 13, 2022.

## HACSB Budget Comparison

Period = Oct 2021-Apr 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	15,767,984	15,221,115	546,870	3.59	26,093,339
Total Other Tenant Income	418,296	350,671	67,625	19.28	600,732
NET TENANT INCOME	16,186,280	15,571,786	614,494	3.95	26,694,072
GRANT INCOME					
TOTAL GRANT INCOME	68,208,015	79,812,062	-11,604,047	-14.54	136,820,678
OTHER INCOME					
TOTAL OTHER INCOME	2,953,172	4,401,006	-1,447,833	-32.90	6,918,012
TOTAL INCOME	87,347,468	99,784,854	-12,437,386	-12.46	170,432,762
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	4,194,424	6,055,601	1,861,177	30.73	10,381,030
ADMINISTRATIVE					
Total Administrative Salaries	7,666,926	8,274,051	607,125	7.34	14,891,275
Total Legal Expense	291,165	288,290	-2,876	-1.00	493,744
Total Other Admin Expenses	3,561,209	3,439,342	-121,868	-3.54	6,012,450
Total Miscellaneous Admin Expenses	1,306,212	1,815,157	508,945	28.04	2,799,577
TOTAL ADMINISTRATIVE EXPENSES	12,825,513	13,816,839	991,326	7.17	24,197,045
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	495,633	124,027	-371,605	-299.62	212,482
UTILITIES					
TOTAL UTILITY EXPENSES	2,056,741	2,230,267	173,526	7.78	3,883,825
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	1,782,422	1,554,220	-228,203	-14.68	2,768,190
Total Materials	502,057	546,809	44,752	8.18	936,669
Total Contract Costs	1,788,139	2,358,110	569,971	24.17	4,048,806
TOTAL MAINTENANCE EXPENSES	4,072,619	4,459,139	386,521	8.67	7,753,664
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	874,344	710,956	-163,388	-22.98	1,218,695
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	1,023,355	2,222,774	1,199,419	53.96	3,710,753
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	58,384,596	62,487,216	4,102,620	6.57	107,120,942
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	837,297	849,125	11,827	1.39	1,455,642
TOTAL OPERATING EXPENSES	84,764,521	92,955,943	8,191,422	8.81	159,934,078
<b>OPERATING NET INCOME</b>	<b>2,582,947</b>	<b>6,828,911</b>	<b>-4,245,964</b>	<b>-62.18</b>	<b>10,498,684</b>
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	3,367,471	0	-3,367,471	N/A	0
NET INCOME	-784,524	6,828,911	-7,613,435	-111.49	10,498,684

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

**August 9, 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 May 2022

## **RECOMMENDATION(S)**

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of May 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 May 31, 2022, is \$56,132.87. 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. The total write-off for the month of May 2022 is \$56,132.87, 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 May 2022  
August 9, 2022

<b>SUMMARY BY PROPERTY MANAGEMENT</b>		
<b>PROPERTY</b>	<b>NO. VACATED</b>	<b>TOTAL</b>
203 - Maplewood	1	1,470.00
205 - Redlands	1	241.00
207 - Barstow	2	2,365.95
407 - Sunset Pointe	3	1,239.00
408 - Sunrise Vista	6	28,745.45
416 - Arrowhead	1	155.00
418 - Grandview	0	-
432a - Van Leuven 14	1	721.00
433c - Stillman	1	11,231.00
467 - Hillcrest	2	3,427.00
Concessions Write Off	0	-
<b>TOTAL RENT WRITE OFF</b>	<b>18</b>	<b>49,595.40</b>
Miscellaneous Charges		45.00
Maintenance Charges		15,590.47
Legal Charges		-
Security Deposits Applied		(9,098.00)
<b>NET TOTAL WRITE OFF</b>		<b>56,132.87</b>

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on July 13, 2022.



# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

05/31/22

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
<b>203 - Maplewood</b>													
1	V	C	t0146210	V	2,863.00	1,470.00		50.00	656.00	-	2,176.00	1,018.00	1,158.00
<b>TOTALS:</b>						<b>1,470.00</b>	<b>-</b>	<b>50.00</b>	<b>656.00</b>	<b>-</b>	<b>2,176.00</b>	<b>1,018.00</b>	<b>1,158.00</b>
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	30 Day Notice to Vacate	04/27/22	NA	NA	NA	Na		Na	Na		05/23/22		

<b>205 - Redlands</b>													
1	S	J		Deceased	\$241	241.00					241.00	50.00	191.00
<b>TOTALS:</b>						<b>241.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>241.00</b>	<b>50.00</b>	<b>191.00</b>
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1													

<b>207 - Barstow</b>													
1	B	B	t0109253	Voluntary	203.00	81.17			2,153.86		2,235.03	540.00	1,695.03
2	F	L	t0132859	Voluntary	1,548.00	2,284.78			2,173.40		4,458.18	1,055.00	3,403.18
<b>TOTALS:</b>						<b>2,365.95</b>	<b>-</b>	<b>-</b>	<b>4,327.26</b>	<b>-</b>	<b>6,693.21</b>	<b>1,595.00</b>	<b>5,098.21</b>
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	30 Day Notice	N/A	N/A	N/A	N/A			N/A	N/A		05/12/22		
2	30 Day Notice	N/A	N/A	N/A	N/A			N/A	N/A		05/17/22		

\*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:

05/31/22

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													
2	O	M							(800.00)		(800.00)		(800.00)
3	E	M							(849.00)		(849.00)		(849.00)
4	D	V	t0026451	V	775.00	1,239.00			235.00		1,474.00	100.00	1,374.00
							-	-			-		-
TOTALS:						1,239.00	-	-	(1,414.00)	-	(175.00)	100.00	(275.00)
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	Adjustment to a previous month writeoff												
3	Collection on Bad Debt												
4	30 Day Notice	04/21/22	Hand								05/21/22		

408 - Sunrise Vista													
5	L	K							1,391.85		1,391.85		1,391.85
6	N	V							(1,064.66)		(1,064.66)		(1,064.66)
7	J	J							(677.21)		(677.21)		(677.21)
8	L	D							(90.17)		(90.17)		(90.17)
9	W	B	t1462446	S	985.00	3,279.00			642.00	-	3,921.00	985.00	2,936.00
10	H	M	t0020982	E	825.00	23,010.45		7.00	1,215.00	-	24,232.45	100.00	24,132.45
11	S	J	t0039366	V	985.00	767.00		(12.00)	235.00	-	990.00	600.00	390.00
12	M	A	t0038312	E	825.00	129.00			1,704.40	-	1,833.40	600.00	1,233.40
13	H	R	t0030050	S	875.00	1,096.00			2,689.00	-	3,785.00	700.00	3,085.00
14	G	J	t0030988	V	825.00	464.00			825.00	-	1,289.00	700.00	589.00
							-			-	-		-
TOTALS:						28,745.45	-	(5.00)	6,870.21	-	35,610.66	3,685.00	31,925.66
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	Adjustment to a previous month writeoff												
6	Collection on Bad Debt												
7	Collection on Bad Debt												
8	Collection on Bad Debt												
9	Skip										05/03/22		
10	Eviction	08/01/20	Posted	N/A							05/06/22		
11	30 Day Notice	05/01/22	Hand								05/20/22		
12	Eviction	04/27/22	Posted	N/A					Went to prison for murder		05/06/22		
13	Skip										05/05/22		
14	30 Day Notice	04/26/22	Hand								05/26/22		

\*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:

05/31/22

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
<b>416 - Arrowhead</b>													
15	H	T	t0019671	V	875.00	155.00	-		110.00		265.00	200.00	65.00
<b>TOTALS:</b>						<b>155.00</b>	-	-	<b>110.00</b>	-	<b>265.00</b>	<b>200.00</b>	<b>65.00</b>
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date			Vacate Date	
15	30 Day Notice	02/04/22										05/06/22	

418 - Grandview													
16	A	K					-		19.00		19.00		19.00
							-				-		-
TOTALS:						-	-	-	19.00	-	19.00	-	19.00
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	
16	Adjustment to a previous month writeoff												

<b>432a - Van Leuven 14</b>													
17	H	J	t0024181	T	1,265.00	721.00			1,790.00		2,511.00	800.00	1,711.00
											-		-
											-		-
<b>TOTALS:</b>						<b>721.00</b>	-	-	<b>1,790.00</b>	-	<b>2,511.00</b>	<b>800.00</b>	<b>1,711.00</b>
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date			Vacate Date	
17	3 Day Pay or Quit	04/28/22	Hand									05/05/22	

<b>433c - Stillman</b>													
18	E	B	t0017415	S	1,318.00	11,231.00			1,275.00		12,506.00	800.00	11,706.00
													-
<b>TOTALS:</b>						<b>11,231.00</b>	-	-	<b>1,275.00</b>	-	<b>12,506.00</b>	<b>800.00</b>	<b>11,706.00</b>
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date			Vacate Date	
18	Belief of Abandonment	03/11/22	Posted						Changed locks 03/28/22			04/22/22	

\*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:

05/31/22

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
<b>467 - Hillcrest</b>													
19	S	N	t0027948	S	674.00	(157.00)			659.00		502.00	425.00	77.00
20	R	A	t0029668	S	758.00	3,584.00			1,298.00		4,882.00	425.00	4,457.00
<b>TOTALS:</b>						<b>3,427.00</b>	-	-	<b>1,957.00</b>	-	<b>5,384.00</b>	<b>850.00</b>	<b>4,534.00</b>
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
19	Skip										05/23/22		
20	Skip										05/06/22		
<b>ALL PROPERTY TOTALS:</b>						<b>49,595.40</b>	-	<b>45.00</b>	<b>15,590.47</b>	-	<b>65,230.87</b>	<b>9,098.00</b>	<b>56,132.87</b>

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_ Reviewed by: \_\_\_\_\_ 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**

**August 9, 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, HACSB is in negotiation with the County to secure an extension for the use of ESG funds to continue funding housing navigation services for the fiscal year ending in 2023. The end of the fiscal year 2023 also coincides with the deadline to continue utilizing EHV as established by HUD. HACSB has submitted its proposal for an extension to the County and is awaiting a response.

The EHV program launched on October 4, 2021 for HACSB to start receiving referrals. We are happy to share that 117 families have been housed as of July 15, 2022. HACSB continues to accept referrals and a waiting list has been created as to not over obligate the program. A breakdown of the status of referrals received as of July 15<sup>th</sup> is as follows:

Emergency Housing Voucher Housing Navigation Status Update  
August 9, 2022

Total Referrals	Vouchers Issued	Referred to Brilliant Corners	Units Located	Families Housed
848	407	389	138	117

Below are key points related to the status of the EHV program and the housing navigation contract as of June 29, 2022:

- HACSB has received 86% more referrals (818) 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).
- 117 families have been housed (18 additional since the last report) and 253 families are searching for housing with the assistance of the housing navigation services through Brilliant Corners.
- An additional 33 vouchers are scheduled to be issued in July and August.
- Families have been searching for an average of 104 days for housing. This is a fifteen 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 8<sup>th</sup> 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 July 29, 2022.

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

**August 9, 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. 159 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 August 16, 2022 through September 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.

On June 14, 2022, the Board adopted Resolution No. 151 (Item No. 17) 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.

On July 12, 2022, the Board adopted Resolution No. 157 (Item No. 21) 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 July 16, 2022, through August 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 September 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**

This item has been reviewed by General Legal Counsel, on July 13, 2022.

## HOUSING AUTHORITY RESOLUTION NO. 2022-159

**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 AUGUST 16, 2022, THROUGH SEPTEMBER 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 "medium"; 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 August 16, 2022, through September 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) September 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**

**August 9, 2022**

## **FROM**

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

## **SUBJECT**

**Donation of Storage Container**

## **RECOMMENDATION(S)**

Approve the removal and donation of a storage container located at the Housing Authority of the County of San Bernardino owned property, 13088 Monte Vista Avenue in the City of Chino, to Yucaipa-Calimesa Joint Unified School District on behalf of Yucaipa High School.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

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

## **FINANCIAL IMPACT**

This item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB). The Yucaipa-Calimesa Joint Unified School District will incur all expenses and liability associated with this item as outlined in the Right of Entry and Release of Liability for the Removal and Acceptance of Storage Container document.

## **BACKGROUND INFORMATION**

HACSB is proposing to donate an unused 8X20 foot storage container located at HACSB owned property, 13088 Monte Vista Avenue in the City of Chino, to the Yucaipa-Calimesa Joint Unified School District. The storage container is currently empty and hinders the property's curb appeal and surveillance coverage. HACSB is not in need of the storage container at another property and was in the process to remove it. The property manager at the site knew of the Yucaipa High School baseball team needing a storage container for equipment and reached out to Yucaipa High School about the donation. Approval of this item will support the local community by donating a storage container to Yucaipa High School while saving HACSB the costs associated with disposing of the storage container.

## **PROCUREMENT**

**N/A**

## **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on July 18, 2022.

## **Right of Entry and Release of Liability for Removal and Acceptance of Storage Container**

This Right of Entry and Release of Liability for Removal and Acceptance of Storage Container (“Release”) is executed on the date shown on the signatures below by the authorized representatives of the undersigned contractor (“Contractor”) and Yucaipa-Calimesa Joint Unified School District on behalf of Yucaipa High School (“School District”) for the benefit of the Housing Authority of the County of San Bernardino (“Authority”) to remove, transport and accept the storage container (“Container”) located on Authority’s property at 13088 Monte Vista Ave. Chino, CA 9170 (“Site”). Contractor is retained by School District. The removal, transportation, and acceptance of the Container shall be to allow School District to use the Container for its purposes as School District deems fit. As such, Authority hereby grants Contractor, its authorized agents, and contractors, access to the Site, subject to the terms of this Release. The undersigned representatives of Contractor and School District hereby confirm that he/she is authorized to enter into this Release on behalf of Contractor and School District, respectively, for purposes of removal, transportation, and acceptance of the Container. The parties agree that Contractor has the right to enter the Site for not to exceed one (1) day, provided Contractor gives at least 24 hours advance notice to Authority and School District, and that Contractor shall indemnify the Authority as follows:

Contractor shall have the right to enter upon only that portion of the Site as is reasonably necessary for Contractor to remove and transport the Container off the Site and deliver it to School District at the location determined by School District. Contractor shall indemnify, defend and hold Agency harmless from and against any claims, injuries, or damages of any type or nature (collectively “claims”) arising out of or involving any such entry onto the Site or removal and transportation of the Container. Contractor assumes all risk of damage to the Site, injury or death to persons in, upon or about the Site during its entry onto the Site, arising from any activity of Contractor relative to such entry, removal or transportation of the Container. Contractor hereby waives all claims with respect thereof against Authority.

Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Authority, the following policies of insurance during such time as it performs any testing, inspection or activity contemplated in this Release, which policies shall be primary insurance and shall name the Authority as additional insureds:

1. Comprehensive General Liability Insurance. A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$2,000,000 or (ii) bodily injury limits of \$1,000,000 per person, \$2,000,000.00 per occurrence and \$2,000,000 products and completed operations and property damage limits of \$500,000 per occurrence and \$500,000 in the aggregate.

2. Worker's Compensation Insurance. A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and Authority against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Release.

Any such entry, removal and transportation by Contractor shall be undertaken only after securing any necessary permits from the appropriate governmental agencies and providing Authority with certificates of insurance evidencing the coverages required. Contractor shall further transport and dispose of any debris or other materials resulting from access to the Site, removal and transportation of the Container in accordance with all applicable laws and leave the Site in good and cleared condition, free of debris and trash following such entry onto the Site, removal or transportation of the Container.

Additionally, School District shall indemnify, defend and hold Agency harmless from and against any claims arising out of or involving its acceptance and use of the Container. School District assumes all risk of damage, injury or death to persons arising from any activity for the acceptance or use of the Container. School District hereby waives all claims with respect thereof against Authority. Additionally, School District expressly agrees and acknowledges, and represents and warrants to Authority, that School District has not entered into this Release based upon any representation, warranty, statement or expression of opinion by Authority or any person or entity acting or allegedly acting for or on behalf of Authority with respect to the condition of the Container. Authority acknowledges and agrees that the Container is donated to School District (and accepted by School District) AS IS, WITH ALL DEFECTS AND WITHOUT ANY WRITTEN OR ORAL REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW. Without limiting the foregoing, Authority makes no representation, warranty or covenant, express, implied or statutory, of any kind whatsoever with respect to the Container, including, without limitation, any representation, warranty or covenant as to School District's intended use, the physical condition of the Container or any repairs required thereto (whether required due to Contractor's removal, transportation or otherwise), compliance with law or absence of hazardous substances or other environmental conditions, merchantability, fitness or suitability for any purpose, or any other matter with respect to the Container, all of which are hereby expressly disclaimed by Authority.

I declare under the penalty of perjury of the laws of the State of California that I am eighteen (18) years of age or older, or that I am the parent or legal guardian of a participant who is under eighteen years of age, and that I have read this document and that I am fully competent to sign this agreement. I further declare

that, if signing on behalf of an entity identified below as the participant to the event, I am the person authorized to sign this Release on behalf of such entity:

Dated the \_\_\_\_ day of June, 2022.

School District: Yucaipa-Calimesa Joint Unified  
School District

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

Contractor: \_\_\_\_\_

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



Storage Container at 13088 Monte Vista Ave. Chino, CA. 91710

