

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

TO BE HELD TELEPHONICALLY
September 13, 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) 444-9171
Meeting ID: 824 2121 3074
Password: 797623

This meeting is being held in accordance with the Brown Act as currently in effect and will take place in accordance with Government Code section 54953(e) et seq. (AB 361), which allows attendance by the Board of Commissioners, Housing Authority staff, and the public to participate and conduct the meeting by teleconference, videoconference, or both.

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

AGENDA

PUBLIC SESSION

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

DISCUSSION CALENDAR

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

- 4) Receive the Executive Director's Report for September 13, 2022.
(Page 1)
- 5) Receive the board building presentation for September 13, 2022, an overview of the Housing Authority of the County of San Bernardino's conflict of interest policy and a preview of the agency's Strategic Plan.
(Page 2)
- 6) Adopt Resolution No. 2022-161 adopting a Conflict of Interest Policy Applicable to the Board of Commissioners and Employees of the Housing Authority of the County of San Bernardino.
(Page 3-12)
- 7) Adopt Resolution No. 162 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs.
(Pages 13-28)
- 8) Approve correction and ratification of meeting minutes and resolutions for the Board of Commissioner meetings of 09/08/2020, 12/08/2020, 02/09/2021 and 03/08/2022 related to the approval and discussion of the Housing Authority of the County of San Bernardino's Local Payment Standards.
(Pages 29-39)
- 9) 1 – Award contract No. PC 1297, effective October 1, 2022, to Potomac Partners DC for Legislative Consultant Services in an amount not to exceed \$468,000, for a three-year base period through September 30, 2025, with options to extend the contract for up to two single-year extensions through September 30, 2027.

2 – Authorize and direct the Executive Director to execute and deliver any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 40-62)
- 10) 1 – Approve Amendment No. 2 to contract No. PC1244, effective October 1, 2022, with Brilliant Corners for Housing Navigation Services, increasing the current contract amount by \$597,045.28 for a total contract amount not to exceed \$4,288,061.69 for the one-year option through September 30, 2023.

2 – Authorize and direct the Executive Director to execute and deliver any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 63-69)
- 11) 1 – Award contract No. PC1286, effective October 1, 2022, to Inland Housing Solutions

for Housing Navigation Services for the agency's Moving to Work Housing Choice Voucher program in an amount not to exceed \$6,535,500, for a one-year base period through September 30, 2023, with options to extend the contract up to four single-year extensions through September 30, 2027.

2 – Authorize and direct the Executive Director to execute and deliver any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

(Pages 70-93)

- 12) 1 – Authorize the Housing Authority of the County of San Bernardino to enter into a Loan Agreement in an amount not-to-exceed \$2,398,401 in order to convert acquisition and construction financing to permanent financing and to execute related documents with Desert Haven Victorville, L.P., 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.

(Pages 94-103)

- 13) 1 – Approve a grant of easement and right of way to Southern California Edison, to replace, use and maintain a power pole on real property owned by the Housing Authority of the County of San Bernardino, near the North/East corner of Medical Center Drive and Ninth Street in the City of San Bernardino.

2 – Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept and sign ancillary documents or exhibits necessary to finalize and record the grants of easement with the County of San Bernardino Recorder.

(Pages 104-112)

- 14) 1 – Authorize the transfer of ownership for a multi-family complex at 301 W. Mountain View Circle, Redlands CA 92374, originally known as Mountain View Acres (now called The Villages at Redlands/Citrus Place Apartments) which holds an active Affordability Covenant with the Redevelopment Agency for the City of Redlands expiring on July 20, 2024.

2 – Approve transfer of ownership of the Villages at Redlands/Citrus Place Apartments with the condition that the multi-family complex remains in compliance with the affordability covenant or provides written confirmation to the Housing Authority of the County of San Bernardino a plan of action to achieve compliance.

3 – Direct the Executive Director of the Housing Authority of the County of San Bernardino, in consultation with Legal Counsel, to execute the transfer of ownership and all ancillary documents required to complete an ownership change of the multi-family complex at 301 W. Mountain View Circle, Redlands, CA 92374 and to transmit and record all documents as necessary with the San Bernardino County Recorder within 30 days of execution.

(Pages 113-114)

CONSENT CALENDAR

APPROVAL OF CONSENT ITEMS: # 15 - 20

- 15) Approve the meeting minutes for the Board of Commissioner of the Housing Authority of the County of San Bernardino Regular Meeting held on August 8, 2022.
(Pages 115-120)
- 16) Approve and file Agency-wide Financial Statements through May 2022.
(Pages 121-123)
- 17) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of June 2022.
(Pages 124-129)
- 18) Adopt Resolution No. 164 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 September 15, 2022 through October 15, 2022.
(Pages 130-135)
- 19) Receive update from staff on Emergency Housing Vouchers implementation.
(Pages 136-137)
- 20) Adopt Resolution No. 165 Amending Resolution No. 158 and approving FY 2022-2023 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing programs effective November 1, 2022, or such later time as the Special Purpose Voucher Payment Standards are updated and implemented.
(Pages 138-150)
- 21) Individual Board member Comments
- 22) Adjourn

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

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

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

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

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

September 13, 2022

FROM

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

SUBJECT

Executive Director's Report for September 13, 2022

RECOMMENDATION(S)

Receive the Executive Director's Report for September 13, 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 August 29, 2022.

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

September 13, 2022

FROM

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

SUBJECT

Board Building Presentation for September 13, 2022

RECOMMENDATION(S)

Receive the board building presentation for September 13, 2022, an overview of the Housing Authority of the County of San Bernardino's conflict of interest policy and a preview of the agency's Strategic Plan.

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

GOALS & OBJECTIVES

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

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

Per the United States Department of Housing and Urban Development'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 Conflict of Interest policy and a preview of the agency's Strategic Plan.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on August 29, 2022.

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

September 13, 2022

FROM

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

SUBJECT

Adoption of Conflict of Interest Policy applicable to Board of Commissioners and Employees

RECOMMENDATION(S)

Approve Resolution No. 2022-161 adopting a Conflict of Interest Policy Applicable to the Board of Commissioners and Employees of the Housing Authority of the County of San Bernardino.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

Operate in a Responsible and Transparent Manner in compliance with Legal Obligations.

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

The Housing Authority of the County of San Bernardino (HACSB) strives to assure that all of its members, whether serving as HACSB Commissioners or employees adhere to all applicable legal requirements. To this end, the U.S. Department of Housing and Urban Development (HUD) requires that all housing authorities adopt conflict of interest policies applicable to its governing board and those employees who exercise functions or responsibilities related to HACSB properties or programs.

The proposed Conflict of Interest Policy establishes a standard of conduct to protect the financial well-being, reputation and legal obligations of the HACSB. It requires disclosure of employment, activities, or enterprises that may constitute a real or apparent conflict of interest with the activities and programs of the HACSB. These standards and mandated disclosures are based on the authority established under applicable law, including but not limited to, 2 Code of Federal Regulations (C.F.R.) § 200.318, 24 C.F.R. § 982.161, the conflict of interest provisions found within HUD's Annual Contributions Contract and Housing Assistance Payments Contract, California Health and Safety Code (Health & Saf. Code) § 34281, California Government Code (Gov. Code) § 1090, et seq., Gov. Code § 1126, et. seq., Gov. Code § 87100, et seq., and California Code of Regulations (Cal. Code Regs.), title 2, § 18700, et. seq.

The proposed Conflict of Interest Policy applies to Board of Commissioner Members and all employees, including those employees referenced in HACSB's Conflict of Interest Code, as updated from time-to-time. It specifies the types of interests that must be disclosed to HACSB and HUD and conflicts interest training requirements. The standards of conduct describe what constitutes prohibited nepotism in hiring practices and prohibitions for Board of Commissioner Members, designated employees and their immediate family members, as that term is defined in the Policy, from entering contracts with HACSB. The standards further explain that HACSB is prohibited from hiring an employee in connection with a project under the Annual Contributions

Adopt Conflict of Interest Policy applicable to Board of Commissioners and Employees
September 13, 2022

Contract if the prospective employee is an immediate family member of a present or former member or officer of the Board of Commissioners, designated employees of the HACSB, a public official, member of local governing body, or state or local legislator who exercises functions or responsibilities with respect to HACSB projects.

The proposed Conflict of Interest Policy further explains when a waiver from its provisions can be permitted for good cause, provided that a waiver is permitted under State and local law. Certain waivers are also subject to approval from HUD.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on August 31, 2022.

HOUSING AUTHORITY RESOLUTION NO. 2022-161

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO ADOPTING A CONFLICT OF INTEREST POLICY APPLICABLE TO THE BOARD OF COMMISSIONERS AND EMPLOYEES OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) strives to assure that all of its members, whether serving as Commissioners or employees of the HACSB adhere to all legal provisions applicable to the HACSB and its activities;

WHEREAS, the HACSB, its Commissioners and employees wish to assure that they at all times follow all applicable statutes, regulations, and U.S. Department of Housing and Urban Development (HUD)-mandated contractual provisions related to employment, activities, or enterprises that may constitute a real or apparent conflict of interest, including, but not limited to, 2 Code of Federal Regulations (C.F.R.) § 200.318, 24 C.F.R. § 982.161, the conflict of interest provisions found within HUD's Annual Contributions Contract and Housing Assistance Payments Contract, California Health and Safety Code (Health & Saf. Code) § 34281, California Government Code (Gov. Code) § 1090, et seq., Gov. Code § 1126, et. seq., Gov. Code § 87100, et seq., and California Code of Regulations (Cal. Code Regs.), title 2, § 18700, et. seq.; and

WHEREAS, the Board of Commissioners finds that adoption of the Conflict of Interest Policy attached hereto as Exhibit "A" is in keeping with the above HUD and California requirements and wishes to adopt such Policy.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The foregoing recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The HACSB Board of Commissioners hereby finds that the Conflict of Interest Policy attached hereto as Exhibit "A" is appropriate to guide the conduct of HACSB Commissioners and employees to avoid any conflicts of interest and hereby adopts Exhibit "A" as the HACSB Conflict of Interest Policy and Procedures.

SECTION 3. This Resolution shall be effective 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:

ABSENT:

COUNTY OF SAN BERNARDINO

)
) SS.
)

Secretary

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

CONFLICT OF INTEREST POLICY

CONFLICT OF INTEREST POLICY

This Conflict of Interest Policy (Policy) establishes a standard of conduct to protect the financial well-being, reputation and legal obligations of the Housing Authority of the County of San Bernardino (HACSB). This Policy also establishes a method to protect the HACSB community from questionable circumstances that might arise and to resolve any real or apparent conflicts.

This Policy shall be used as the criteria for determining conflicts of interest and applying standards of procedures in the event a conflict of interest or a perceived conflict of interest exists.

This Policy applies to HACSB employees and Board of Commissioner members and all programs administered by the HACSB.

This Policy should be read in conjunction with the following documents:

- HUD guidance and requirements for prospective and new Board of Commissioner members
- Board policies and Bylaws
- HACSB contracts
- HACSB personnel policy
- HACSB personnel procurement policy
- HACSB employment form for new hires

Definitions. For the purposes of this Policy, the following definitions apply:

Conflicts of Interest – Occurs when a person's public duties or actions lacks independence or impartiality, either real or perceived, and is unduly influenced by a secondary interest such as financial gain, professional advancement or a wish to do favors for family and friends.

Apparent Conflicts of Interest – The conflicts exists when there is a perception of conflicts regardless of whether a person is actually influenced by a secondary interest. If the circumstances are reasonably believed (on the basis of past experience and objective evidence) to create a risk that decisions made may be unduly influenced by other interests, then a conflict does exist.

Nepotism - The practice of showing favoritism to relatives or close friends through employment or by appointing them to public position.

Immediate Family Member – “First-degree” relationships are considered immediate family members under both the Public Housing and Housing Choice voucher programs – includes father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

For the Housing Choice Voucher Program, “second-degree” relationships, e.g., grandparents, grandchildren including step/half grandparents and step/half grandchildren, are also considered to be immediate family members.

HUD REQUIREMENTS

The HACSB adopts all HUD provisions for conflicts of interest into this Policy, including nepotism for the Public Housing and HCV programs, and additional conflicts of interest requirements for landlords/owners that participate in the HCV program as summarized below.

1. HUD Requirement - Conflicts of Interest for Public Housing and HCV Programs.

The HACSB may not enter into any contract or other arrangement in which any covered individual or immediate family member has a direct or indirect interest while the person is a covered individual and for one (1) year thereafter. Covered individuals include the following:

- Current or former Board of Commissioner member;
- Current or former HACSB employee who makes policy or has influence on decisions with respect to the properties
- Current or former public official, members of local governing body or State/local legislator or any public official identified in HACSB’s Conflict of Interest Code, as updated from time-to-time, who exercise functions or responsibilities with respect to HACSB properties/programs.
- Member of U.S. Congress (applies to the Housing Choice Voucher program only).

The conflicts of interest prohibition is in effect during the covered class’s tenure and for one (1) year thereafter.

The conflicts of interest prohibition applies to immediate family members for the aforementioned class of people.

2. HUD Requirement - Conflicts of Interest Disclosure and Training Requirements.

A current or prospective conflict of interest must be disclosed to the HACSB and HUD. Additionally, the following conflict of interest disclosure and training requirements shall apply:

- Report any interest in any real property' or investments that could be utilized as rental property under the Voucher subsidized program via the new "Disclosure of Potential-Interests for Covered Individuals" form that HACSB has developed for these purposes.
- Review of Conflict of Interest Code as part of a Board of Commissioner new orientation packet and sign and submit a corresponding acknowledgement form that HACSB has developed for these purposes.
- Attend, every two years, an Ethics Training conducted in accordance with the Fair Political Practices Commission.
- Report all investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the Authority, whether property management, development, financing or otherwise. HCV leasing staff and supervisory staff will be provided with a list of names of covered individuals that cannot be recognized, connected in any way to a HAP contract under the voucher-assisted program. This will be updated any time there is a change of member, or beginning or end of a service term of a potentially 'covered individual'. Voucher programs staff will also be updated as changes occur.
- Review and sign the following forms on an annual basis and upon appointment: Disclosure of Potential Interests for Covered Individuals form, specifically (referencing Section 13 .b of the HAP. contract); Acknowledgement of the Conflict of Interest Code; and the annual Statement of Economic Interest Form 700. The Executive Assistant will also be responsible for ensuring that current and new members of the Board/ Commission review and sign these forms and submit in a timely manner to the appropriate parties.

Waiver – A conflict of interest may be waived by HUD for good cause, if permitted under State and local law. While the waiver is under consideration by HUD, the person for whom a waiver is requested may not exercise responsibilities or functions related to the waiver request.

3. HUD Requirement – Nepotism

HUD prohibits a HACSB from hiring an employee in connection with a project under the Annual Contributions Contract, if the prospective employee is an immediate family member of:

- A present or former member or officer of the Board of Commissioners;
- An employee of the HACSB who makes policy or influences decisions; or

- A public official, member of local governing body, or state or local legislator who exercises functions or responsibilities with respect to projects or the HACSB.

The nepotism prohibition is in effect during the covered class's tenure and for one (1) year thereafter.

The nepotism prohibition applies to immediate family members for the aforementioned class of people.

Waiver: A waiver can be permitted for good cause, provided that a waiver is permitted under State and local law. Note – HUD's General Counsel regards nepotism to be a type of conflict of interest. As such, HACSBs must seek a waiver request from HUD.

4. HUD Requirement – Conflicts of Interest for HCV Owners/Landlords

The following conflicts of interest provisions are applicable to owners and landlords of units under the HCV program.

- Current or former Board members, public officials, members of U.S. Congress, or HACSB employees with policy or decision-making authority, and their immediate family members cannot be an owner/landlord in the HCV program.
- The owner/landlord is prohibited from living in the assisted unit.
- The owner/landlord is prohibited from renting to immediate relatives, grandparents, grandchildren, step-family, or in-laws. The exception is for a household member with a disability.

The same HUD requirements are codified into this Policy and for ease of understanding, the requirements are further organized into the following two categories: 1) Conflicts of interest requirements that apply to the Board of Commissioners and public officials, and 2) Conflicts of interest requirements that apply to the Executive Director and all other HACSB employees.

HACSB Policy – Board Members and Public Officials

The following conflicts of interest guidance is applicable to the Board of Commissioners and public officials and is based on the more stringent of HUD or State/local law.

During the Board member or public official's term and for one (1) year thereafter,

- The Board member or public official cannot enter into a contract or arrangement with the HACSB, either as a contractor or a subcontractor (directly or indirectly).

- The immediate family member of a Board member or public official cannot enter into a contract or arrangement with the HACSB, either as a contractor or a subcontractor (directly or indirectly).
- An immediate family member of a Board member or public official cannot be an employee of the HACSB.
- The Board member or public official must disclose to the HACSB if an immediate family member is or will be a tenant in the HACSB's public housing or Housing Choice Voucher program.
- (HCV Only) A Board member, public official, or member of U.S. Congress cannot serve as an owner or landlord in the HCV program.
- (HCV Only) The immediate family member of a Board member, public official, or member of U.S. Congress cannot serve as an owner or landlord in the HCV program.

HACSB Policy – Executive Director and HACSB Employees

The following guidance applies to the Executive Director and HACSB employees that have policy or decision-making duties. In general, HACSB employees that have supervisory duties are considered to have policy or decision-making duties and would include the following positions: Accounting Supervisor, Assistant Director of Housing Services, Assistant Finance Manager, Assistant Regional Communities Manager, Deputy Executive Director, Director of Human Resources, Director of Operations, Director of Policy and Public Relations, Executive Director, Family Empowerment Services Manager, Finance Director, Housing Services Manager, Housing Services Supervisor, Information Technology Manager, Maintenance Supervisor, Procurement and Contracts Supervisor, Project Manager Real Estate, Property Manager, Rehab. Project Manager, and Senior Regional Community Manager.

The conflicts of interest prohibition is in effect for the duration of the Executive Director or employee's employment at the agency and for one (1) year after and provides that:

- The Executive Director or HACSB employee with policy/decision-making duties cannot enter into a contract or arrangement with the HACSB either as a contractor or a subcontractor (directly or indirectly).
- The immediate family member of the Executive Director or HACSB employee with policy/decision-making duties cannot enter into a contract or arrangement with the HACSB, either as a contractor or subcontractor (directly or indirectly).
- An immediate family member of the Executive Director or HACSB employee with policy/decision-making duties, as such positions are identified in the HACSB's Conflict of Interest Code, as updated from time-to-time, cannot be an employee of the HACSB.

- The Executive Director or HACSB employee irrespective of whether the employee has policy/decision-making duties, must disclose to the HACSB if an immediate family member is or will be a tenant in the HACSB's public housing or HCV program.
- (HCV Only) The Executive Director and any HACSB employee, even those without policy/decision-making duties, cannot enter into a HAP contract with HACSB.
- (HCV Only) The immediate family member of the Executive Director or HACSB employee, even those without policy/decision-making duties, cannot enter into a HAP contract with HACSB.

HACSB Policy – Administrative Requirements

The HACSB will remedy all conflicts of interest, except where the HACSB has obtained a waiver from HUD for the conflict of interest.

All conflicts of interest, apparent conflicts of interest and potential conflicts of interest will be brought to the attention of the Executive Director as soon as possible after the discovery is made. To safeguard the HACSB, in cases where the HACSB is in the process of determining whether a conflict of interest exists or is requesting a waiver from HUD, the HACSB will take actions that assume the conflict of interest exists or that the waiver will not be granted.

The HACSB may only request a waiver from HUD for a conflict of interest when the HACSB can substantially minimize or remove the risk of the conflict of interest through the implementation of compensating controls and when remedying the conflict of interest itself will not result in undue administrative and financial hardship to the HACSB and its mission.

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

September 13, 2022

FROM

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

SUBJECT

Revisions to the Administrative Plan Governing the Housing Authority of the County of San Bernardino's Rental Assistance Programs

RECOMMENDATION(S)

Adopt Resolution No. 162 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs.
(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.

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 revisions to the Administrative Plan will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) annual budget.

BACKGROUND INFORMATION

HACSB's Housing Choice Voucher (HCV) Administrative Plan outlines the adopted policies that govern the HCV program as well as other HACSB rental assistance programs. These programs provide rental subsidies for low-income families leasing homes in the private rental market. The Administrative Plan is required of all housing authorities administering an HCV program and is reviewed and updated as needed to maintain compliance with Public and Indian Housing Notices (PIH), Federal Register Notices as issued by the United States Department of Housing and Urban Development (HUD), and HACSB's Moving to Work (MTW) activities.

The primary reason for revising the Administrative Plan is to incorporate updates from the HUD approved 2022 MTW Annual Plan, Amendment 1 that provides housing navigation services and financial assistance to new voucher holders assisted under the Term-Limited Lease Assistance and Streamlined Lease Assistance programs.

Other revisions have been made throughout the Administrative Plan to promote consistent application of policies and procedures. Attached is a table summarizing the proposed revisions along with the corresponding sections from the Administrative Plan with the redline changes.

To ensure alignment with HUD regulations and HACSB's MTW Annual Plan, it is recommended the Board adopt the resolution to approve the proposed changes to the Administrative Plan.

Revisions to the Administrative Plan Governing the Housing Authority of the County of San Bernardino's Rental Assistance Programs
September 13, 2022

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, August 31, 2022.

HOUSING AUTHORITY RESOLUTION NO. 2022-162

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE ADMINISTRATIVE PLAN
GOVERNING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO'S RENTAL
ASSISTANCE PROGRAMS**

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) is required to maintain an Administrative Plan which outlines regulations necessary to administer the Housing Choice Voucher subsidized programs on behalf of the United States Department of Housing and Urban Development (HUD); and

WHEREAS, HUD requires public housing agencies to amend their Administrative Plan to incorporate changes and define policy relative to administration of the Housing Choice Voucher subsidized programs; and

WHEREAS, HACSB desires to amend its policies and procedures to incorporate revised Moving to Work activities as well as revise language in other sections.

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 revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs, attached hereto as Exhibit "A" and incorporated by reference herein.

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

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

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

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

I, _____, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, September 13, 2022.

Secretary

Summary of Administrative Plan Changes, September 2022

Section	Topic	Change
4.9	Definition of Household Members: Live-in Aides	<p>Clarified that a previous household member may be approved as a live-in aide if the individual has been residing elsewhere for at least twelve months prior to being added to the household as a live-in aide.</p> <p>Added clarifying language that a live-in aide may not become a member of the household unless they enter a formal domestic relationship or marriage with the participant.</p>
5.4.1-5.4.2	Household Composition Changes for Applicants	Changed the policy concerning applicant household additions to consider the living room a sleeping area for one household member to be consistent with the policy on household additions for participants in Section 5.5.1–5.5.2.
7.11.2	Child Care Expenses Allowance: Traditional, Regulatory Assistance for Special Purpose Programs	Revised the standard used to determine reasonableness of childcare costs because the prior standard is no longer available.
8.10.1	Housing Search Assistance – Term-Limited Lease Assistance and Streamlined Lease Assistance Program	Added section concerning the provision of housing search assistance as provided under the 2022 Moving to Work Annual Plan, Amendment 1.
8.10.3	Housing Search Assistance – Mainstream Voucher Program	Added section concerning the provision of security deposit assistance for Mainstream voucher holders subject to available funding as provided through the latest HUD guidance.
16.3.1	Explanation and Terms of Family Obligation Requirements	Revised section to clarify that the Housing Authority may consider terminating assistance for serious or repeated lease violations at any time based upon notice from the owner. For example, the Housing Authority may terminate assistance if the tenant moves out before a court action is completed or the judgment is for ‘possession only’ despite clear evidence that the participant committed serious or repeated lease violations.

of the assisted household more than fifty percent (50%) of the time, are not subject to the time limitations of guests as described above.

4.9 Live-In Aides [24 CFR §982.316 and 24 CFR §5.403]

A family may include a live-in aide if the live-in aide meets the following stipulations:

- Is determined by the Housing Authority to be essential to the care and well-being of an elderly person or a person with the disability;
- Is not obligated for the support of the person(s);
- Would not be living in the unit except to provide care for the person(s); and
- Must submit a signed Criminal Background Consent Form and social security number

A live-in aide is different from a family member in the following:

- An aide's income will not be used to determine eligibility of the family;
- An aide is not subject to citizenship/eligible immigrant requirements; and
- An aide is not considered a remaining member of the family, which means that they are not entitled to retain housing assistance should the family no longer participate in the program

At any time the Housing Authority may refuse to approve a particular person as a live-in aide or may withdraw such approval if:

- The person commits fraud, Grand Theft Housing, bribery, or any other corrupt or criminal act in connection with any federal housing program;
- The person commits drug-related or violent criminal activity; or
- The person currently owes rent or other amounts to the HACSB, to another Housing Authority in connection with rental housing assistance or public housing assistance under the Housing Act of 1937.

A live-in aide may only reside in the unit with the approval of the Housing Authority. HACSB will require written verification from a reliable, knowledgeable professional, such as a doctor, social worker, or caseworker. The verification provider must certify that a live-in aide is needed for the care of the family member who is elderly and/or disabled. The live-in aide will be subject to a criminal background check and must meet the same standard as an applicant. The Housing Authority will not increase the family's subsidy to accommodate the family of a live-in aide.

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Under limited circumstances, a relative, except for a Spouse or registered Domestic Partner, may be approved to be a live-in aide but they must meet all the stipulations in the live-in aide definition described above. In particular, a relative who previously was living in the unit and wants to become a live-in aide must provide documentation that they would not be living in the unit except to provide the necessary supportive services and is not obligated for the support of the persons. Additionally, the previous household member must have been residing elsewhere for at least twelve (12) months prior to being added to the household as a live-in aide. By definition, a current household member is not eligible to become a live-in aide.

A live-in aide may not become a member of the participant household unless if a live-in aide marries or enters into a formal domestic arrangement with the participant. At which time, the live-in aide will be given ten (10) business days to submit an application for occupancy to be added to the household as a spouse or cohead. The live-in aide will no longer be referred to as a live-in aide, but rather as an applicant. During that time, the applicant will be treated as a guest. If the marriage or formal domestic arrangement is not reported to HACSB within ten (10) business days, the family may be terminated. An individual classified by the Housing Authority as a live-in aide or guest when the sole family member passes away or vacates the unit is not entitled to the housing assistance as a remaining family member.

4.10 Absent Family Members

Individuals may be absent from the family, either temporarily or permanently, for a variety of reasons including educational activities, placement in foster care, employment, illness, incarceration, and court order. The family must report any absences anticipated to be longer than thirty (30) calendar days to HACSB within ten (10) business days of the start of the absence. If the entire family is absent from the unit for longer than thirty (30) calendar days, the unit will be considered to be vacated, regardless if the family has moved out of the unit.

Generally an individual who is absent or expected to be absent from the assisted unit for one-hundred and eighty (180) consecutive days or less is considered temporarily absent and continues to be considered a family member. Generally an individual who is absent or expected to be absent from the assisted unit for more than one-hundred and eighty (180) consecutive days is considered permanently absent and no longer a family member. Exceptions to this general policy are discussed below.

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Housing Services Program Administrative Plan

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5.4.1 Term-Limited Lease Assistance and Streamlined Lease Assistance Programs

Additions to the household, except birth, adoption or court-awarded custody, will be ~~denied~~ approved based on the occupancy standard of the subsidy size on the current FOA in accordance with the subsidy standard of two people per bedroom. if the addition will increase the family's subsidy size. The subsidy standard is limited to two people for each bedroom, and t~~The living room is not~~ would be considered a sleeping area for one person. For example, a family of ~~3~~ four with a 2-bedroom subsidy size may add one additional household member. However, ~~the same family of 3 could not add two additional household members as this would result in a subsidy size increase~~ the family would not be upgraded to a 3-bedroom subsidy size.

5.4.2 Traditional, Regulatory Assistance for Special Purpose, Veteran Affairs Supportive Housing, and Emergency Housing Voucher programs

Additions to the household, except birth, adoption or court-awarded custody, will be ~~denied if the addition will increase the family's subsidy size~~ approved based on the occupancy standard of the original family subsidy size on the current Voucher in accordance with the subsidy standard of one bedroom for the head of household, spouse, and/or cohead and an additional bedroom for every two family members. ~~The subsidy standard is limited to one bedroom for the head of household, spouse, and/or cohead and an additional bedroom for every two family members.~~ ~~The living room is not~~ will be considered a sleeping area for one person. For example, a head of household and two family members with a 2-bedroom voucher ~~wish to~~ could add ~~another~~ up to two additional household members, ~~who is not a spouse or cohead. The additional member~~ However, the family would not be upgraded to a 3-bedroom subsidy size. result in an increase to the applicant's subsidy size. Therefore, the additional member would be denied.

5.5 Household Composition Changes for Participants

All changes that may affect the family's eligible subsidy standards must be reported within 10 business days of the change occurring, including a household member(s) no longer needing a live in aide or approved additional bedroom due to reasonable accommodation.

The family must obtain approval of any additional family members before the new member occupies the unit except for additions by birth, adoption, or court-awarded custody, in which case the family must inform the Housing Authority within ten (10) business days. Probable placement or custody must be verified through a social service/children's service agency or school and is subject to Housing Authority approval.

If changes in the family composition result in a reduction to the family's subsidy size according to the subsidy standards, the appropriate adjustments will be made at the next regularly scheduled recertification.

If the household exceeds the maximum occupancy standards for the unit due to an increase in family size, the Housing Authority will terminate the existing assistance contract with the landlord and allow the family to search for a suitable unit.

5.5.1 Term-Limited Lease Assistance and Streamlined Lease Assistance Programs

Additional family members, excluding birth, adoption or court-awarded custody, will be approved based on the occupancy standard of the original subsidy size in accordance with the subsidy standard of two people per bedroom. The living room would be considered a sleeping area for one person. If a household addition is approved, the family's subsidy size will not be increased at recertification or moves. For example, a participating family of four with a 2-bedroom subsidy size could add one additional household member. However, the family would not be upgraded to a 3-bedroom subsidy size. For additions due to birth, adoption, or court-awarded custody, the family's subsidy size will be increased at interim reexamination.

5.5.2 Traditional, Regulatory Assistance for Special Purpose, Veteran Affairs Supportive Housing, and Emergency Housing Voucher programs

Additional family members, excluding birth, adoption or court-awarded custody, will be approved based on the occupancy standard of the original family subsidy size in accordance with the subsidy standard of one bedroom for the head of household, spouse and/or cohead and an additional bedroom for every two family members. The living room will be considered a sleeping area for one person. If an addition is approved, the family's subsidy size will not be increased at recertification or moves. For example, a head of household with two family members with a 2-bedroom subsidy size could add up to two additional household members. However, the family would not be upgraded to a 3-bedroom unit size. For additions due to birth, adoption, or court-awarded custody, the family's subsidy size will be increased at interim reexamination.

5.6 Flexibility of Unit Size Actually Selected [24 CFR 982.402, 24 CFR 982.517(d)]

The family may select a dwelling unit with a different size than their applicable subsidy standard, dependent upon their program. The impacts of a different unit size selection vary based on the applicant or participant's Housing Services Assistance program type. Each of these differences is outlined in the following sections.

- If third-party verification is not possible, written family certification as to costs anticipated to be incurred for the upcoming twelve (12) months.

In addition, the Housing Authority must verify that:

- The family member for whom the expense is incurred is a person with disabilities
- The expense permits a family member, or members, to work
 - The Housing Authority will request third-party verification from a rehabilitation agency or knowledgeable medical professional indicating that the person with disabilities requires attendant care or an auxiliary apparatus to be employed, or that the attendant care or auxiliary apparatus enables another family member, or members, to work. This verification can be obtained through tenant provided documents or directly from the third-party.
 - If third-party verification has been attempted and is either unavailable or proves unsuccessful, the family must certify that the disability assistance expense frees a family member, or members (possibly including the family member receiving the assistance), to work.
- The expense is not reimbursed from another source
 - The family will be required to certify that attendant care or auxiliary apparatus expenses are not paid by or reimbursed to the family from any source.

7.11 Child Care Expenses Allowance

7.11.1 Term-Limited Lease Assistance and Streamlined Lease Assistance Programs

There is no child care allowance for the Term-Limited Lease Assistance and Streamlined Lease Assistance programs.

7.11.2 Traditional, Regulatory Assistance for Special Purpose Programs

The amount of the deduction will be verified following the standard verification procedures described in this Chapter. In addition, the Housing Authority will verify that:

- The child is eligible for care.
 - The Housing Authority will verify that the child being cared for (including foster children) is under the age of thirteen (13)
- The costs claimed are not reimbursed.
 - The family will be required to certify that the child care expenses are not paid by or reimbursed to the family from any source.

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- The costs are for an allowable type of child care.
 - The Housing Authority will verify that the type of child care selected by the family is allowable, as described in Chapter 6.
 - The Housing Authority will verify that the fees paid to the child care provider cover only child care costs and are paid only for the care of an eligible child.
 - The Housing Authority will verify that the child care provider is not an assisted family member.
- The costs are reasonable.
 - The actual costs the family incurs will be compared with the Housing Authority's established standards of reasonableness for the type of care in the locality to ensure that the costs are reasonable. The Housing Authority will use the State of California's ~~Regional Market Rate Survey of Child Care Providers~~Reimbursement Ceilings for Subsidized Child Care as the standard of reasonableness. If the actual cost of child care exceeds the standard, the child care allowance will be capped at the standard rate.
- The costs enable a family member to pursue an eligible activity.
 - The Housing Authority will verify that the family member(s) that the family has identified as being enabled to seek work, pursue education, or be gainfully employed, are actually pursuing those activities.
 - Seeking Work - Whenever possible the Housing Authority will use documentation from a state or local agency that monitors work-related requirements (e.g., welfare or unemployment). In such cases the Housing Authority will request family-provided verification from the agency of the member's job seeking efforts to date, and require the family to submit to the Housing Authority any reports provided to the other agency. In the event third-party verification is not available, the Housing Authority will provide the family with a form on which the family member must record job search efforts.
 - Furthering Education - The Housing Authority will request third-party documentation to verify that the person permitted to further his or her education by the child care is enrolled and provide information about the timing of classes for which the person is registered. The documentation may be provided by the family.
 - Gainful Employment - The Housing Authority will seek third-party verification of the work schedule of the person who is permitted to work by the child care. In cases in which two or more family members could be permitted to work, the work schedules for all relevant family

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members may be verified. The documentation may be provided by the family.

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a Family Obligations Agreement. The time limit would begin following the processing of the family composition change.

A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the family. Foster Children and Foster Adults are not considered a remaining family member. In order for a minor child to continue to receive assistance as a remaining family member:

- The court has to have awarded emancipated minor status to the minor; or
- The Housing Authority has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child/children for an indefinite period.

8.9 Family Voluntarily Relinquishes Housing Services Program Assistance

The family may voluntarily relinquish their assistance at any time. In such cases, the Housing Authority will provide the owner of the property with a thirty (30) calendar day notice indicating that rental assistance will terminate based on the family's request. The family will become fully responsible for the contract rent after thirty (30) calendar days.

Generally, the Housing Authority will not reinstate a family once a request for voluntary termination has been received. However, as a reasonable accommodation, the Housing Authority will review requests for reinstatements received within six (6) months and make a determination on a case-by-case basis. However, households will have their income eligibility re-determined in accordance with HUD guidelines.

If a family voluntarily relinquishes their assistance in lieu of facing termination, the Housing Authority will continue to seek to recover any monies that may be due to the Housing Authority as a result of misrepresentation or other breach of program in accordance with Chapter 18 of this Administrative Plan.

8.10 Housing Search Assistance³³

8.10.1 Term-Limited Lease Assistance and Streamlined Lease Assistance Programs

Effective October 1, 2022 or as soon as practicable thereafter, the Housing Authority will offer housing navigation and supportive services to applicants upon receiving a Family Obligations Agreement for tenant-based assistance. Housing navigation will include

³³ The 2022 MTW Annual Plan, Amendment 1, Activity 28: Leasing Success Strategies added housing navigation services and financial assistance.

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assistance with unit identification, landlord-tenant connection and negotiation, coordination and case management with referral partners, financial assistance, and transportation services. Financial assistance may include payment for application fees, security deposits, utility arrears, appliances, utility deposits, and other move related costs. Under certain circumstances, existing participants may be offered housing navigation and financial support for extenuating circumstances, such as situations covered under the Violence Against Women Act (VAWA) or when an assisted family experiences homelessness after vacating their previous unit. Participation in housing navigation services is voluntary. However, the family will not be eligible for financial assistance unless they are enrolled in housing navigation services. Households will not be required to repay the Housing Authority for the financial assistance provided. The offer of housing navigation services and/or financial assistance is subject to funding availability and voucher utilization goals.

8.10.2 Emergency Housing Voucher Services and Support

Under the Emergency Housing Voucher (EHV) program, the Housing Authority receives a one-time service fee of \$3,500 for each EHV allocated to the Housing Authority. Eligible uses of the service fee include housing search assistance and financial assistance for costs associated with leasing a unit. Assistance with leasing costs includes application fees, transportation, holding fees, security deposit assistance, utility deposit assistance/utility arrears, landlord incentives (signing bonus and damage mitigation), moving assistance, essential household items, and renter's insurance if required by the lease. HUD requires that housing authorities provide housing search assistance to EHV families for the initial (first-time) lease-up. HACSB will use Emergency Solutions Grant (ESG) and other funding sources for housing search assistance and financial assistance whenever possible. HACSB will use the service fee for housing navigation services, application fees, landlord signing bonuses, damage mitigation, appliances, and security/utility deposits. The security deposit assistance will be provided in the form of a one-time grant, which is refundable to the tenant upon move-out and cannot exceed two months rent. Utility deposits will also be provided as grants. If funding permits, the services fee may also be used for any of the other eligible financial assistance described in this section.

8.10.3 Mainstream Voucher Program

Subject to funding availability, the Housing Authority may offer security deposit assistance to Mainstream Voucher Program applicants upon receiving a Voucher. Households will not be required to repay the security deposit assistance provided.

- n. Sign and adhere to the Crime Free Lease Addendum
- o. If applicable, Participant must remain in compliance with supportive service provider (RAD only)
- 2. The family (including each family member) must not:
 - a. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space)
 - b. Commit any serious or repeated violation of the lease
 - c. Commit fraud, bribery, Grand Theft Housing, or any other corrupt or criminal act in connection with the program
 - d. Sublease or let the unit or assign the lease or transfer the unit
 - e. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program
 - f. Make any side payments in excess of the family share
 - g. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises
 - h. Receive housing choice voucher program housing assistance while residing in a unit owned by a spouse, parent

16.3.1 Explanation and Terms of Family Obligation Requirements

Further explanation on family obligation violations that may result in a termination of assistance is provided below:

1. Housing Quality Standards (HQS) Breach: The inspector will determine if an HQS breach as identified in 24 CFR §982.404(b) is the responsibility of the family. At the sole discretion of the Housing Authority, families may be given time extensions to correct HQS breaches.
2. Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance [24 CFR §982.310]:
 - a. If the owner terminates tenancy through court action for serious or repeated violation of the lease.
 - b. If the owner notifies the family of intention to terminate tenancy for serious or repeated lease violations, ~~and the family moves from the unit prior to the completion of court action~~, and the Housing Authority determines that the cause is a serious or repeated violation of the lease based on available evidence.

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- c. If there are police reports, neighborhood complaints or other third-party information, and the Housing Authority has verified the information. Lack of receipts or other proof of rent payments by the family may also be considered verifications of lease violations.
3. Family Member Moves Out: Families are required to notify the Housing Authority within ten (10) calendar days if any family member leaves the assisted household [24 CFR §982.551(h)(3)]. When the family notifies the Housing Authority, they must furnish the following information:
 - a. The date the family member moved out;
 - b. The new address, if known, of the family member;
 - c. A statement as to whether the family member is temporarily or permanently absent; and
 - d. Related income or deduction changes resulting from the family member moving.
4. Limitation on Profit-making Activity in Unit [24 CFR §982.551(h)(5)]: If the business activity area results in the inability of the family to use any of the critical living areas, such as bedroom utilized for a business which is not available for sleeping, it will be considered a violation. If the Housing Authority determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a violation of family obligations.
5. Interest in Unit [24 CFR §982.551(j)]: The family must not own or have any interest in the unit. Additionally, the owner may not reside in the assisted unit, under any circumstances, including as a live-in aide, regardless of whether the owner is a member of the assisted family, unless assistance is being provided for a mobile home and the family owns the mobile home and rents the pad under the HCV program.
6. Misrepresentation in Collusion with Owners: If the family willingly and knowingly commits fraud, Grand Theft Housing or is involved in any other illegal scheme with the owner, the Housing Authority will terminate assistance.

16.4 Notice of Termination of Assistance

In any case where the Housing Authority decides to terminate assistance to the family, the Housing Authority must give the family written notice which states:

- The reason(s) for the proposed termination;
- The effective date of the proposed termination;

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

September 13, 2022

FROM

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

SUBJECT

Correction and ratification of meeting minutes and resolutions for 09/08/2020, 12/08/2020, 02/09/2021 and 03/08/2022

RECOMMENDATION(S)

Approve correction and ratification of meeting minutes and resolutions for the Board of Commissioner meetings of 09/08/2020, 12/08/2020, 02/09/2021 and 03/08/2022 related to the approval and discussion of the Housing Authority of the County of San Bernardino's Local Payment Standards.

(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

As a result of Board Chair Tim Johnson's employment, he routinely abstains from discussion and approval of the Local Payment Standards related to programs of the Housing Authority of the County of San Bernardino. During the meetings of 09/08/2020, 12/08/2020, 02/09/2021 and 03/08/2022; however, he did not register his abstention, despite his intent to do so. The actions at issue are specifically described as follows and are attached to this memo:

1. On September 8, 2020, the Board approved Resolution No. 95 approving updates to the payment standards for the traditional regulatory assistance for special purpose programs effective October 1, 2020.
2. On December 8, 2020, the Board discussed the Local Payment Standards for the Moving to Work Housing Choice Voucher program.
3. On February 9, 2021, the Board approved Resolution No. 106 approving updates to the Local Payment Standards for the Moving to Work Housing Choice Voucher program effective March 1, 2021.
4. On March 8, 2022, the Board Resolution No. 140 approving temporary payment standards for the Moving to Work Housing Choice Voucher and Emergency Housing Voucher programs effective March 9, 2022 through December 1, 2022.

Chair Johnson now wishes to correct the minutes and resolutions of the aforementioned meetings to register his abstentions from the participation and voting. The actions and approvals on each of those meetings had sufficient affirmative votes such that correcting the minutes to register his abstentions will not impact those approvals. As such, the Board is requested to approve the revision and ratify the corrected minutes and resolutions for the above items as to each

Correction and Ratification of Meeting Minutes and Resolutions
September 13, 2022

of the instances where the Local Payment Standards were discussed, updated or approved. Upon approval of this action by the Board, the respective minutes and resolutions will be revised to indicate Chair Johnson's abstentions and become the official records maintained by the Board Secretary for those meetings.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

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

HOUSING AUTHORITY RESOLUTION NO. 2020-95

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING THE PAYMENT STANDARDS FOR THE TRADITIONAL REGULATORY ASSISTANCE FOR SPECIAL PURPOSE PROGRAMS EFFECTIVE OCTOBER 1, 2020.

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (the "Authority") is a duly formed housing authority of the State of California, and is vested with the responsibilities set forth in Division 24, Part 2, Article 4 (Sections 34310-34334) of the California Health and Safety Code, which includes providing low- and moderate-income housing within its jurisdiction; and

WHEREAS, the Authority administers the Housing Choice Voucher program for the United States Department of Housing and Urban Development (HUD); and

WHEREAS, the Authority administers HUD programs through grants and other federal resources including Veterans Affairs Supportive Housing (VASH), Shelter Plus Care (SPC) programs, Mainstream program for disabled households, and Housing Opportunities for Persons with AIDS (HOPWA) which are traditionally regulated programs;

WHEREAS, housing authorities are required to establish payment standards which set the maximum subsidy payment a family can receive from the housing authority each month; and

WHEREAS, HUD annually sets Fair Market Rents which are used by housing authorities to develop the payment standards; and

WHEREAS, housing authorities are required to review and update payment standards annually to maintain reasonable rents paid on behalf of clients receiving subsidy.

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 proposed payment standards for the traditional regulatory assistance for special purpose programs effective October 1, 2020, a copy of which is attached hereto and incorporated by reference herein.

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

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

AYES: Commissioner Johnson, Cooper, MacDuff, Miller, Muñoz, Pinedo, Tarango

NOES:

ABSENT:

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

I, Maria Razo, 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, September 08, 2020.

Maria Razo
Secretary

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

December 8, 2020

FROM

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

SUBJECT

Local Payment Standards Discussion

RECOMMENDATION(S)

Discuss the Local Payment Standards for the Moving to Work Housing Choice Voucher program and provide direction to staff on next steps.

(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

In 2009 HACSB developed the Local Payment Standards (LPS) Moving to Work (MTW) activity through its MTW designation for its MTW Housing Choice Voucher program. The activity allows HACSB to develop LPS that reflect the varying rental markets within San Bernardino County, rather than using the Fair Market Rents established by the United States Department of Housing and Urban Development for the entire San Bernardino/Riverside metropolitan area. The LPS accurately reflect the diverse rental submarkets that exist across the county and expand housing choices for HACSB families providing them the opportunity to relocate into areas of greater opportunity. This activity meets the MTW statutory objective to increase housing choices for eligible low-income families. This item is to discuss the LPS and the potential financial impact on the agency.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by Legal Counsel (Julie J. Surber, Principal Assistant County Counsel, 387-5455) on November 19, 2020.

Discuss the Local Payment Standards for the Moving to Work Housing Choice Voucher program and provide direction to staff on next steps.

December 8, 2020

Record of Action of the Board of Commissioners for the Housing Authority of the County of San Bernardino

APPROVED (DISCUSSION CALENDAR)

Moved: Commissioner Johnson

Seconded: Commissioner MacDuff

Ayes: Commissioner Cooper, Johnson, MacDuff, Miller, Muñoz and Tarango

Maria Razo, SECRETARY

DocuSigned by:
BY Maria Razo
3D2645B57CA34F5...

DATED: December 8, 2020



HOUSING AUTHORITY RESOLUTION NO. 2021-106

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING PAYMENT STANDARDS UPDATES FOR THE MOVING TO WORK HOUSING CHOICE VOUCHER PROGRAM EFFECTIVE MARCH 1, 2021

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) is a duly formed housing authority of the State of California, and is vested with the responsibilities set forth in Division 24, Part 2, Article 4 (Sections 34310-34334) of the California Health and Safety Code, which includes providing low and moderate income housing within its jurisdiction; and

WHEREAS, HACSB administers the Housing Choice Voucher program for the United States Department of Housing and Urban Development (HUD); and

WHEREAS, HACSB entered into a Moving to Work (MTW) contract with the United States Department of Housing and Urban Development (HUD) effective March 14, 2008, which governs the regulations of the administration of the Housing Choice Voucher and Public Housing programs; and

WHEREAS, housing authorities are required to establish payment standards which set the maximum subsidy payment a family can receive from the housing authority each month; and

WHEREAS, HUD approved HACSB's Local Payment Standards MTW activity which allows HACSB to determine Local Payment Standard amounts by submarket based on a review of the local rental market for the MTW Housing Choice Voucher program, which is updated annually; and

WHEREAS, HACSB has prepared a proposed schedule of 2020-2021 Local Payment Standards for the Moving to Work Housing Choice Voucher 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 proposed 2020-2021 Local Payment Standards for the Moving to Work Housing Choice Voucher Program attached hereto as Exhibit "A" and effective March 1, 2021.

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

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


AYES: Commissioner Johnson, Cooper, MacDuff, Miller, Muñoz, Pinedo

NOES:

ABSENT:

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

I, **Maria Razo**, 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, February 9, 2021.



Secretary

HOUSING AUTHORITY RESOLUTION NO. 2022-140

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING TEMPORARY PAYMENT STANDARDS FOR THE MOVING TO WORK HOUSING CHOICE VOUCHER PROGRAM AND EMERGENCY HOUSING VOUCHER PROGRAM EFFECTIVE MARCH 9, 2022 AND SUPERSEDING ALL PRIOR RESOLUTIONS ESTABLISHING SUCH PAYMENT STANDARDS

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) is a duly formed housing authority of the State of California, and is vested with the responsibilities set forth in Division 24, Part 2, Article 4 (Sections 34310-34334) of the California Health and Safety Code, which includes providing low and moderate income housing within its jurisdiction; and

WHEREAS, the Authority administers the Housing Choice Voucher program for the United States Department of Housing and Urban Development (HUD); and

WHEREAS, HACSB entered into a Moving to Work (MTW) contract with the United States Department of Housing and Urban Development (HUD) effective March 14, 2008, which governs the regulations of the administration of the Housing Choice Voucher and Public Housing programs; and

WHEREAS, housing authorities are required to establish payment standards which set the maximum subsidy payment a family can receive from the housing authority each month; and

WHEREAS, HUD annually sets Fair Market Rents which are used by housing authorities to develop the payment standards; and

WHEREAS, housing authorities are required to review and update payment standards annually to maintain reasonable rents paid on behalf of clients receiving subsidy; and

WHEREAS, HUD approved the Authority's Local Payment Standards MTW activity which allows the Authority to determine Local Payment Standard amounts by submarket based on the local rental market for the MTW Housing Choice Voucher program which are reviewed annually.

WHEREAS, HUD approved the Authority's expedited waiver for regulation 24 CFR §982.503(b) to allow for the establishment of temporary payment standards from 111% to 120% of the Fair Market Rent (FMR) through December 1, 2022.

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 Temporary Payment Standards for the Moving to Work Housing Choice Voucher program and payment Standards for the Emergency Housing Voucher program effective March 9, 2022 through December 1, 2022, copies of which are attached hereto as Exhibit "A" and incorporated herein by reference.

Section 3. This resolution shall supersede all prior resolutions of the HACSB establishing payment standards covered by this resolution and such prior resolutions shall be of no further force or effect.

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

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

AYES: Commissioner Johnson, Cooper, MacDuff, Miller, Pinedo, Tarango

NOES:

ABSENT:

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

I, **Maria Razo**, 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, March 08, 2022.

DocuSigned by:

Maria Razo

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Secretary

EXHIBIT "A"

Temporary Payment Standards for the Moving to Work Housing Choice Voucher Program and
Payment Standards for the Emergency Housing Voucher Program
Effective March 9, 2022 through December 1, 2022

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

September 13, 2022

FROM

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

SUBJECT

Contract with Potomac Partners DC for Legislative Consultant Services

RECOMMENDATION(S)

1. Award contract No. PC 1297, effective October 1, 2022, to Potomac Partners DC for Legislative Consultant Services in an amount not to exceed \$468,000, for a three-year base period through September 30, 2025, with options to extend the contract for up to two single-year extensions through September 30, 2027.
2. Authorize and direct the Executive Director to execute and deliver any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

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

FINANCIAL IMPACT

This item is not expected to exceed \$468,000 through September 30, 2025. Non-federal funds are used to pay for these consulting services. The amount for Fiscal Year 2023 is included in the budget and will be included in subsequent fiscal year budgets.

BACKGROUND INFORMATION

The Housing Authority of the County of San Bernardino (HACSB) has been very successful in creating relationships with officials from the U.S. Department of Housing and Urban Development's (HUD) Washington DC office, members of Congress and their staff, housing advocacy groups, and other federal agencies. We have previously retained expert consultants to assist us with accessing key contacts, developing strategic advocacy plans, and to keep us apprised of political and legislative developments affecting the affordable housing industry, particularly around the Moving to Work demonstration. The relationships that we have built have helped HACSB contribute to federal housing policy, educate elected officials about affordable housing needs, successes, and challenges, assist in advancing Moving to Work efforts, and help ensure that legislative and budget proposals align with HACSB's priorities.

If approved, this proposal will authorize HACSB to retain legislative consultant services to support HACSB's ongoing advocacy efforts. The legislative consultant will provide a wide variety of services, including, but not limited to: attend meetings with executive branch, cabinet, congressional and federal agency personnel on matters that directly or indirectly may affect HACSB; assist HACSB to strategically seek funds, further favorable legislation and execution action, understand congressional proposed bills and agency rulemaking, interpret proposed bill and enacted laws for legal and practical implications, and advise HACSB accordingly.

PROCUREMENT

The Procurement and Contracts Department advertised a "Request for Proposal" (RFP) for Legislative Consultant Services (RFP PC1297) on June 28, 2022, which resulted in the receipt of one proposal. Outreach efforts included email invitations via Planet Bids, our eBidding website, to four (4) vendors, and posting on the agency's external website. The proposal was evaluated per the requirements of the RFP where Potomac Partners DC has been deemed responsive, reasonably priced, and qualified to provide this service to HACSB.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on August 29, 2022.

THIS CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT (NON-CONSTRUCTION) ("Agreement") (**PC1297**) is made as of the **1st. day of October, 2022** ("Effective Date") by and between **Potomac Partners DC ("Contractor")**, a **Limited Liability Company in the District of Columbia** (*if applicable*) and the Housing Authority of the County of San Bernardino, a California public entity ("HACSB").

RECITALS

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

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

OPERATIVE PROVISIONS

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

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

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

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

ARTICLE 3. Term; Time of Completion. Contractor shall commence work under this agreement for a **three (3) year base period**, beginning on or about **October 1, 2022** and expiring on **September 30, 2025** unless for any reason funds which have been appropriated for the provision of these services are no longer available, or until such time as terminated per the terms of the agreement in accordance with contract provisions in Article 19, which term may be extended **for up to two (2) single-year extension options**. Contractor shall not commence work prior to the date of issuance by HACSB of a work authorization in the form set forth on Exhibit "D", attached hereto and incorporated herein by reference ("Work Authorization"). HACSB shall have the option to extend the engagement for up to an additional four single-year terms. The optional years shall be exercised by written amendments executed by each party with board approval for additional funding on option years if needed. Option years will begin on or about **October 1, 2025** and expire no later than **September 30, 2027**. Following issuance of a Work Authorization, Contractor shall timely

complete the Work in accordance with the schedule requirements specified in Exhibit "A", and within the term of this Agreement.

ARTICLE 4. Price. Unless otherwise specified in the Statement of Work, HACSB agrees to pay Contractor a not-to-exceed amount of **Four hundred sixty-eight thousand dollars and 00/100 Dollars (\$468,000)** for the provision of work per the fee schedule **for the three (3) year base period.** Details defined in Exhibit A – Statement of Work – Fee Schedule. Price as set forth herein, is in consideration for and provides full and complete compensation for the Work and the performance by Contractor of all of its obligations hereunder. Terms are defined in the Additional Provisions, and includes a guarantee of task completion.

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

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

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

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

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

ARTICLE 10. Additional Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18. Rights and Remedies of HACSB for Default.

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

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

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

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

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

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

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

If to HACSB:

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

If to Contractor:

Rick Alcalde, President
Potomac Partners DC
700 Pennsylvania Ave. SE, STE 320
Washington, DC 20003
Rick@PPDC.pro

Notices will be deemed effective upon receipt or rejection only.

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

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

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

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

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

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

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

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

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

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

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

[END – SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO
CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT
(NON-CONSTRUCTION)
PC1297 Legislative Consultant Services

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

Date: _____

Potomac Partners DC

By: _____ (Affix seal if a corporation)

Name: _____

Its: _____

CERTIFICATE OF CORPORATE AUTHORITY

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

By: _____

Name: _____

Its: _____

Date: _____

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

By: _____

Name: Maria Razo

Its: Executive Director

Date: _____

Exhibit A – Statement of Work

Contractor(s) shall:

- Monitor, on a daily basis or as needed, legislative activity by the United States Senate, House of Representatives, and Federal agencies.
- Represent the interests of HACSB before the appropriate federal agencies, legislative committees, members of the United States House of Representatives, Senate, and the Offices of the President and Vice-President.
- Act as advocates for, and foster relations between, HUD Headquarters staff and HACSB staff.
- Secure sponsorship of legislation and monitor and advocate the enactment of legislation as identified by HACSB Executive Director.
- Advocate against legislation not aligned with HACSB's interest as identified by HACSB Executive Director .
- Consult with the HACSB Executive Director concerning problems and needs in order to provide informed representation and thereby assist in securing legislation favorable to HACSB.
- Establish and maintain close contacts among legislative committees, individual legislators and staff, public officials, trade and industrial associations, business organizations, and other housing agencies in order to educate Members of Congress and to assure full communication of ideas, interests, and purposes.
- Perform research concerning proposed legislation and ordinances; analyze tax laws and related data; prepare articles, speeches and reports on administrative and legislative problems and practices; explain and/or recommend action to HACSB Executive Director and Governing Board; inform HACSB Executive Director and Governing Board regarding federal governmental trends, attitudes, and programs.
- Submit a written summary report by the end of each month detailing legislative action taken during the month, updates on meetings/calls with legislative staff members or contacts regarding HACSB's priorities, status of legislative issues, anticipated action during the upcoming month, and recommendations and suggested actions that HACSB may implement.
- Provide reports including, but not limited to: personal briefings and information bulletins pertinent to any legislation, rules or regulations, budget issues, and other federal policies or programs that affect HACSB and its residents and program participants either directly or indirectly.
- Prepare and submit periodic written reports (at least monthly) during those months that the Congress is not in session, on issues of interest or concern to HACSB. Such information may include, but not limited to action taken at interim committee meetings, rulemaking hearings, status of studies underway, and advance notice of legislation being proposed.
- Communicate with HACSB Executive Director and Director of Policy and Public Relations as needed for the purpose of updating the Board and staff on current activities and developments regarding legislative initiatives and general matters affecting HACSB.
- Coordinate appointments/meetings/briefings between HACSB and appropriate federal officials and legislators as requested.
- Assist HACSB in coordinating applications for and obtaining federal grants. The Contractor is not expected to prepare grant applications.

- Perform the scope of services as contained in the RFP. The scope of services shall not be deemed to be all-inclusive and may be changed from time to time as authorized by HACSB Executive Director.

Fee Schedule – Budget Breakdown:

Total cost to provide Legislative Consultant as specified in scope of work of this proposal.	
Grand Total	\$ <u>156,000/yr</u>
Estimated # of hours to complete tasks per year.	<u>N/A</u> hours per year
Additional hours at (hourly rate)	\$ <u>N/A</u> per hour

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

Document on Following Page

Exhibit C
Additional General Provisions

Document on Following Page

ADDITIONAL GENERAL PROVISIONS

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

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

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

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

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

9. **SAMPLES:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. STOP WORK:

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

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

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

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

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

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

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

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

27. NONDISCRIMINATION CLAUSE:

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

28. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

29. DRUG-FREE WORKPLACE CERTIFICATION: Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting agreement:
 - i. will receive a copy of the company's drug-free policy statement; and,
 - ii. will agree to abide by the terms of the company's statement as a condition of employment on the agreement.

30. RECYCLING: Contractor shall certify in writing under penalty of perjury, compliance with Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to HACSB regardless of whether the product meets the requirements of Section 12209.

31. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: For agreements in excess of \$2,000, and in excess of \$2500 for other agreements which involve the employment of mechanics or laborers, Contractor certifies that it complies with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

32. CHILD SUPPORT COMPLIANCE ACT: For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

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

Exhibit D

Work Authorization

Schedule Dates:

Start Date: October 1, 2022

Completion Date: September 30, 2025

Total Contract Cost: \$468,000.00 and per the Fee Schedule Located in Exhibit A

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Schedule Requirements – Statement of Work ("Exhibit A")

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

Additional General Provisions ("Exhibit C")

Work Authorization ("Exhibit D")

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

September 13, 2022

FROM

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

SUBJECT

Contract amendment with Brilliant Corners for Housing Navigation Services.

RECOMMENDATION(S)

1. Approve Amendment No. 2 to contract No. PC1244, effective October 1, 2022, with Brilliant Corners for Housing Navigation Services, increasing the current contract amount by \$597,045.28 for a total contract amount not to exceed \$4,288,061.69 for the one-year option through September 30, 2023.
2. Authorize and direct the Executive Director to execute and deliver any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

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

FINANCIAL IMPACT

This item is not expected to exceed \$4,288,061.69 through September 30, 2023. Year one of the contract was funded by the U.S. Department of Housing and Urban Development (HUD) through Emergency Housing Voucher (EHV) supportive services funds from the Housing Authority of the County of San Bernardino (HACSB) and Emergency Solutions Grant (ESG) funds provided by the County of San Bernardino. Year two of the contract will be funded through the EHV supportive services funds and up to \$1.5 million in Moving to Work Administrative Fee Reserves.

BACKGROUND INFORMATION

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

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

On August 17, 2021, HACSB issued a Request for Proposals (RFP) for housing navigation services to fulfill this required component of the HUD EHV program. HACSB also secured \$3.5

million ESG funds from the County to support one year of housing navigation services. On September 14, 2021, the Housing Commission approved an initial contract with Brilliant Corners in the amount of \$3,691,016.41 effective October 1, 2021 through September 30, 2022 with up to two single-year extensions. Thereafter, the contract was amended to comply with ESG funding requirements concerning the treatment of administrative costs and indirect costs.

Most EHV participants have significant housing barriers, including little or no income, poor credit history, no recent rental history and/or evictions, criminal background, and mental health or substance abuse challenges. However, despite these barriers, the leasing success rate for EHV is nearly twice the success rate of the Moving to Work program, which does not currently have housing navigation services and the support of service providers.

As of August 31, 2022, 175 EHV participants were housed and 182 were currently working with Brilliant Corners to locate housing. Based on the current pace of leasing, staff estimates that a total of 214 participants will be housed by September 30, 2022. Therefore, an additional year of housing navigation services is needed to utilize the remaining 241 vouchers by September 30, 2023, which is the required date by HUD to fully lease this program. Unfortunately, no additional vouchers may be leased after September 30, 2023 under the EHV program and will potentially be lost to the jurisdiction, even if vouchers are left available. As a result, leasing for this program is a priority.

For year two of the contract, Brilliant Corners' estimated cost is \$1,840,706.29. However, the ESG funds are ending September 30, 2022. Therefore, staff is requesting authorization to use up to \$1.5 million in Moving to Work Housing Choice Voucher program administrative fee reserves (Unrestricted Net Position) to continue funding EHV services. Based on Fiscal Year 2021 operations, the Moving to Work administrative fee reserve balance was adequate to fund the navigation services and keep an adequate reserve to cover more than 2 months of department operations. The EHV supportive services fee will cover the balance of the contract and signing bonus payments which are paid directly by HACSB to participating landlords. The Moving to Work administrative fee reserve goal is at least 2 months of reserves in order to be able to weather larger dips in administrative fee funding cuts, which are critically needed in years when the administrative funding cuts are higher than expected and retroactive to January 1st. Increasing leasing in all voucher programs is also critical to the administrative fee funding, as administrative fee funding is based on the number of vouchers leased.

Staff recommends extending the Brilliant Corners housing navigation contract for one more year and increasing the contract by \$597,045.28 for a total contract amount of \$4,288,061.69. The extension and increase to the total contract amount will provide continuity of service to the EHV clients and assist HACSB with meeting program leasing goals.

PROCUREMENT

The Procurement and Contracts Department previously advertised a "Request for Proposal" (RFP) for Housing Navigation Services (RFP PC1244) on August 17, 2021, which resulted in the receipt of two (2) proposals. The proposals were evaluated per the requirements of the RFP where Brilliant Corners was deemed the most responsive, reasonably priced, and determined qualified to provide this service to HACSB.

On September 14, 2021, the Housing Commission approved an initial contract with Brilliant Corners with a one-year base effective October 1, 2021 through September 30, 2022 with up to two single-year options to extend through September 30, 2024 with an amount of \$3,691,016.41

Contract amendment with Brilliant Corners for Housing Navigation Services
September 13, 2022

for the initial one year base period. Additional option year funds to be approved by the board as needed.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on September 1, 2022.



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

**AMENDMENT #2 TO CONTRACT FOR HOUSING NAVIGATION SERVICES
(PC1244)**

BETWEEN

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

And

BRILLIANT CORNERS

This Amendment No. 2 ("Second Amendment"), dated October 1, 2022 ("Effective Date"), to Agreement for Housing Navigation Services (PC1244), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and Brilliant Corners ("Contractor").

RECITALS

WHEREAS, the Authority and Contractor entered into that certain Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated October 1, 2021 relating to Housing Navigation Services ("Agreement") with a total price of \$3,691,016.41;

WHEREAS, the Authority and Contractor entered into a first Amendment to the Agreement adding Article 33 concerning indirect costs and Exhibit A-1 revising the budget detail;

WHEREAS, the Authority and Contractor now wish to enter into this second Amendment to the Agreement to increase the contract by \$597,045.28 for a total amount not-to-exceed \$4,288,061.69.

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

Section 2. Article 4 of the Agreement, entitled "Price" is hereby amended to increase the compensation payable to Contractor for the provision of the Work for the total not-to-exceed sum as shown in the Total Agreement Cost set forth on Exhibit "A-2. Except as so amended, the other provisions of Article 4 shall remain unmodified and in full force and effect.

Section 3. Continuing Effect of Agreement. Except as amended by this 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 4. Affirmation of Agreement; Warranty Re Absence of Defaults. Authority and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement, as amended. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than by way of this Amendment No. 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.

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

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

Section 5. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

Section 6. Authorization. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Brilliant
Corners

BRILLIANT CORNERS

By:_____

Name:_____

Title:_____

Date:_____

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

By:_____

Name: Maria Razo

Title: Executive Director

Date:_____

Exhibit A-2

Schedule Dates:

Effective Date: October 1, 2022

Completion Date: September 30, 2023

Total Agreement Cost: Not to exceed \$4,288,061.69

Original Agreement Amount Not to Exceed	\$3,691,016.41
Net Change Orders Previously Approved	\$0.00
Net Change Order Previously Approved – Amendment #2	\$597,045.28
Agreement Value as Amended Not to Exceed	\$4,288,061.69

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

September 13, 2022

FROM

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

SUBJECT

Contract with Inland Housing Solutions for Housing Navigation Services

RECOMMENDATION(S)

1. Award contract No. PC 1286, effective October 1, 2022, to Inland Housing Solutions for Housing Navigation Services for the agency's Moving to Work Housing Choice Voucher program in an amount not to exceed \$6,535,500, for a one-year base period through September 30, 2023, with options to extend the contract up to four single-year extensions through September 30, 2027.
2. Authorize and direct the Executive Director to execute and deliver any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

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

FINANCIAL IMPACT

This item is not expected to exceed \$6,535,500 through September 30, 2023. These costs are funded through the Housing Authority of the County of San Bernardino's (HACSB) MTW single fund flexibility and utilizing housing assistance payment reserves as approved by the U.S. Department of Housing and Urban Development in the agency's FY 2022 Moving to Work Annual Plan. A mobilization payment of up to 10% will be provided to the contractor upon board approval and full execution of the contract. Since the contractor will have to incur significant upfront expenses to prepare for the scope of work such as hiring staff and other startup costs, this payment will allow the contractor to start working towards expanding the business structure to allow for services to be available to families from the start of the contract. This mobilization payment is part of the aggregate contract cost and must be fully accounted for by documented expenses. Any unused funds are to be credited to future invoices submitted by the contractor.

BACKGROUND INFORMATION

On April 12, 2022, HACSB's Board of Commissioners (Item No. 15) approved the 2022 Moving to Work Plan, Amendment 1, which modified Activity 28: Landlord Incentives. The amendment, which was subsequently approved by HUD on June 22, 2022, proposed use of MTW single-fund flexibility to fund housing navigation and other supportive services to tenant-based voucher program customers to support leasing success, currently HUD's top priority for housing programs.

Under the activity, housing navigation and supportive services will be offered only to families newly entering HACSB's tenant-based voucher program (initial tenancy); some exceptions may be made to offer housing navigation and supportive services to existing (currently

assisted/previously leased) families for extenuating circumstances, such as situations covered by the Violence Against Women Act (VAWA) or when an assisted family experiences homelessness after vacating their previous unit.

Housing navigation and supportive services will be made available to each family for the duration of the family's voucher search and will end when the family successfully leases a unit. All services will be voluntary.

Housing navigation and supportive services, which are to be carried out by a contractor, include available unit identification, landlord-tenant connection and negotiation, coordination and case management with referral partners, financial assistance, and transportation services (if applicable).

These services are anticipated to greatly improve leasing success rates and support HACSB's efforts to meet the HUD-required baseline number of families served for our agency. Ensuring sufficient funding to support HAP costs will remain HACSB's highest priority; housing navigation and supportive services will be offered only if program funding is available. For example, should Housing Assistance Payment (HAP) costs increase more than projected, housing navigation and supportive services will be scaled to ensure sufficient funding is available for HAP.

PROCUREMENT

The Procurement and Contracts Department advertised a "Request for Proposal" (RFP) for Housing Navigation Services (RFP PC1286) on April 26, 2022, which resulted in the receipt of two proposals. Outreach efforts included email invitations via Planet Bids, our eBidding website to four (4) vendors, posting on the agency's external website as well as providing to the County of San Bernardino's Office of Homeless Services to be distributed to their list server. The proposals were evaluated per the requirements of the RFP where Inland Housing Solutions was deemed the most responsive, reasonably priced, and determined qualified to provide this service to HACSB.

Responses were received by the deadline from the following organizations:		
<u>Firm:</u>	<u>Location:</u>	<u>Evaluation Score:</u>
Inland Temporary Homes, dba Inland Housing Solutions	Loma Linda, CA	262
Brilliant Corners	Rancho Cucamonga, CA	200

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on August 1, 2022.

THIS CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT (NON-CONSTRUCTION) ("Agreement") (**PC1286**) is made as of the **1st. day of October, 2022** ("Effective Date") by and between **Inland Housing Solutions ("Contractor")**, a **California Non-Profit Organization** (*if applicable*) and the Housing Authority of the County of San Bernardino, a California public entity ("HACSB").

RECITALS

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

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

OPERATIVE PROVISIONS

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

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

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

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

ARTICLE 3. Term; Time of Completion. Contractor shall commence work under this agreement for a **one (1) year base period**, beginning on or about **October 1, 2022** and expiring on **September 30, 2023** unless for any reason funds which have been appropriated for the provision of these services are no longer available, or until such time as terminated per the terms of the agreement in accordance with contract provisions in Article 19, which term may be extended **for up to four (4) single-year extension options**. Contractor shall not commence work prior to the date of issuance by HACSB of a work authorization in the form set forth on Exhibit "D", attached hereto and incorporated herein by reference ("Work Authorization"). HACSB shall have the option to extend the engagement for up to an additional four single-year terms. The optional years shall be exercised by written amendments executed by each party with board approval for additional funding on option years if needed. Option years will begin on or about **October 1, 2023** and expire no later than **September 30, 2027**. Following issuance of a Work Authorization, Contractor shall timely complete the Work in accordance with the schedule requirements specified in Exhibit "A", and within the term of this Agreement.

ARTICLE 4. Price. Unless otherwise specified in the Statement of Work, HACSB agrees to pay Contractor a not-to-exceed amount of **Six million, five hundred thirty-five thousand, five hundred dollars and 00/100 Dollars (\$6,535,500.00)** for the provision of work per the fee schedule **for the one (1) year base period.** Details defined in Exhibit A – Statement of Work – Fee Schedule. Price as set forth herein, is in consideration for and provides full and complete compensation for the Work and the performance by Contractor of all of its obligations hereunder. Terms are defined in the Additional Provisions, and includes a guarantee of task completion.

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

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

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

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

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

ARTICLE 10. Additional Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 18. Rights and Remedies of HACSB for Default.

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

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

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

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

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

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

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

If to HACSB:

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

If to Contractor:

Jeff Little, CEO
Inland Housing Solutions
25964 Mission Rd.
Loma Linda, CA 92354
jeff@inlandhousingsolutions.org

Notices will be deemed effective upon receipt or rejection only.

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

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

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

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

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

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

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

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

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

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

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

[END – SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO
CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT
(NON-CONSTRUCTION)
PC1286 Housing Navigation Services

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

Date: _____

Inland Housing Solutions

By: _____ (Affix seal if a corporation)

Name: _____

Its: _____

CERTIFICATE OF CORPORATE AUTHORITY

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

By: _____

Name: _____

Its: _____

Date: _____

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

By: _____

Name: Maria Razo

Its: Executive Director

Date: _____

Exhibit A – Statement of Work

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

1. Conduct an individualized needs assessment for each client and work with the client to develop an Individualized Service Plan to address barriers which might prevent the client from obtaining and/or searching for housing within 10 business days of receiving a referral. Before discontinuing services to a client for non-responsiveness, the Contractor shall make a minimum of three (3) attempts to reach the client over a minimum ten (10) day period. Services must restart if the contractor is contacted by a discontinued client with an active voucher.
2. Provide information, referrals, linkages, and advocacy to assist clients in accessing services and resources
4. Create and maintain relationships with various Community Based Organizations that may be used as a resource in assisting voucher holders locate housing.
5. Conduct landlord outreach and maintain a pool of landlords and vacant unit list;
6. Identify potential housing opportunities, assist with completion of paperwork and preparation for housing
7. Provide transportation to voucher holders to view units and meet with landlords;
8. Assist clients with housing applications and advocate for clients with prospective landlords
9. Assist landlords with the completion of housing authority forms and requested documentation;
10. Provide/arrange for various deposits on behalf of client (security, utility, etc.)
11. Support move-in to new unit, housing inspections, and develop plans for rent payment crisis and daily living.
12. Maintain complete and accurate documentation of services and financial assistance provided to each client in accordance with federal, state, and HACSB guidelines. Documentation shall be provided to the HACSB upon request.
13. Ability to adjust staffing according to volume of referrals and number of voucher holders searching for housing.
14. Ability to work flexible hours if needed
15. Ability to provide assistance in a non-judgmental manner

Project Goals (Year 1):

Voucher holders enrolled/assisted: 2,400
Vouchers leased 1,500

Performance Expectations	
Milestone Documentation	
Milestone Date	Families Housed
10/31/2022	63
11/30/2022	194
12/31/2022	325
1/31/2023	456
2/28/2023	587
3/31/2023	718
4/30/2023	849
5/31/2023	980
6/30/2023	1111
7/31/2023	1242
8/31/2023	1373
9/30/2023	1500

Fee Schedule – Budget Breakdown:

Description	Amount
Personnel	\$1,802,910
Direct Support Labor: Finance, customer service, and data entry	\$290,175
Subcontracts: Family Assistance Program services and resources in the High Desert	\$800,000
Materials, supplies, marketing, software, equipment and mileage	\$218,815
Indirect costs: Program management, oversight, reporting, operations, and coordination	\$498,600
Financial Assistance: Security Deposits and Application Fees/Credit Checks	\$2,925,000
Total	\$6,535,500.00

Financial Assistance shall be provided at cost, not to exceed \$1,950 per voucher, with documentation provided. Furthermore, Service Delivery shall be invoiced based on the number of HCV vouchers leased and billed at a rate of \$2,407 per voucher leased; collectively “financial assistance and service delivery” shall be invoiced on a monthly basis.

Contractor may invoice HACSB for project mobilization of no more than 10% of the total contract. The mobilization cost must be reconciled with actual expenses incurred by the contractor during the first 45 days of the contract. Any mobilization funds paid to the contractor that are not expended shall be credited on subsequent invoices.

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

Document on Following Page

Exhibit C
Additional General Provisions

Document on Following Page

ADDITIONAL GENERAL PROVISIONS

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

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

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

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

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

9. **SAMPLES:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. STOP WORK:

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

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

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

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

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

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

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

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

27. NONDISCRIMINATION CLAUSE:

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

28. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, Public Contract Code Section 10296.

29. DRUG-FREE WORKPLACE CERTIFICATION: Contractor certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting agreement:
 - i. will receive a copy of the company's drug-free policy statement; and,
 - ii. will agree to abide by the terms of the company's statement as a condition of employment on the agreement.

30. RECYCLING: Contractor shall certify in writing under penalty of perjury, compliance with Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to HACSB regardless of whether the product meets the requirements of Section 12209.

31. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: For agreements in excess of \$2,000, and in excess of \$2500 for other agreements which involve the employment of mechanics or laborers, Contractor certifies that it complies with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

32. CHILD SUPPORT COMPLIANCE ACT: For any contract in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code Section 7110, that:

- a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

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

Exhibit D

Work Authorization

Schedule Dates:

Start Date: October 1, 2022

Completion Date: September 30, 2023

Total Contract Cost: \$6,535,500.00 and per the Fee Schedule Located in Exhibit A

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Schedule Requirements – Statement of Work ("Exhibit A")

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

Additional General Provisions ("Exhibit C")

Work Authorization ("Exhibit D")

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

September 13, 2022

FROM

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

SUBJECT

Permanent Residual Receipts Loan, Desert Haven Apartments Development

RECOMMENDATION(S)

1. Authorize the Housing Authority of the County of San Bernardino to enter into a Loan Agreement in an amount not-to-exceed \$2,398,401 in order to convert acquisition and construction financing to permanent financing and to execute related documents with Desert Haven Victorville, L.P., 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.

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

GOALS & OBJECTIVES

HACSB has secured the resources needed for accomplishing its mission.

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

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

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

FINANCIAL IMPACT

Approval of this action authorizes the Housing Authority of the County of San Bernardino (HACSB) to provide a permanent loan in an amount not-to-exceed \$2,398,401, to Desert Haven Victorville, L.P. Construction has been completed and this action will convert existing acquisition and construction financing to permanent financing. HACSB acquired the former Queens Motel (the property) in March 2017 for the purchase price of \$1,500,000 (Authorized by the HACSB Board of Governors on 12/20/2016 – item 95). The acquisition and rehab. was funded utilizing City of Victorville Neighborhood Stabilization Program (NSP) funds, State of California Mental Health Services Act (MHSA) funds, Housing Partners I grant funds, along with HACSB designated reserves. On June 26, 2018, the Board of Governors authorized the sale of the property to Desert Haven Victorville, L.P., a partnership between HACSB and affiliate nonprofit Housing Partners I, Inc. (HPI) formed to develop the Project. HACSB's original \$1,500,000 investment was carried back to facilitate the sale. On February 11, 2020 the Board of Commissioners approved an additional construction and operating bridge loan in the amount of \$1,100,000 to see the Project through to completion, bringing the total cash outlay by HACSB to \$2,600,000. The \$1,500,000

carry-back acquisition loan was also approved with this action to be converted to a construction bridge loan once City of Victorville funds in the amount of \$1,509,505 were received to cover the original acquisition cost of the property. The payback of this loan, once the property is stabilized is anticipated to result from 33.6% of residual receipts per annum. HACSB's payback is not subordinated to any other loan agreements.

Staff is now returning for board approval to reconcile all project costs and convert the HACSB construction bridge loan(s) to a long-term permanent loan in an amount not-to-exceed \$2,398,401. The Loan will be at 3% interest, payable via residual payments, with a term of 20 years and subordinate to the Mental Health Services Act and Neighborhood Stabilization Program loans. The Sources and Uses of all funding comprising the total development costs for Acquisition and Rehab of the Project are as follows:

SOURCES: PERMANENT	AMOUNT	USES: PERMANENT	AMOUNT
City of Victorville NSP loan	\$ 1,509,505	Acquisition	\$ 1,509,505
State (CalHFA) MHSA loan	\$ 2,173,669	A&E, Permits & Fees	\$ 139,391
HPI Grant	\$ 253,461	Construction Costs	\$ 3,656,587
HACSB Post Construction Perm	\$ 2,398,401	Furniture, Fixtures, Equipment	\$ 113,700
		Security Costs	\$ 551,499
		Utilities	\$ 48,426
		Misc. taxes & legal	\$ 79,086
		Operating Reserve (MSHA req'd)	\$ 94,532
		Operations/Stabilization costs	\$ 142,310
TOTAL	\$ 6,335,036	TOTAL	\$ 6,335,036

Cost per unit for 31 units = \$204,356

BACKGROUND INFORMATION

The Project consists of three detached buildings with 61 rooms. The rehabilitation converted 61 existing motel rooms into 31 new permanent supportive housing units for the chronically homeless. The property also includes a large community space that is being used for on-site social services to better serve the various needs of the residents. Exterior renovations included asphalt resurfacing, ADA accessibility, landscaping, fencing, new lighting, wood and stucco repair, and exterior paint. The units consist of 24 one bedroom, one bathroom, kitchen and living area units, and 7 smaller efficiency units.

In early 2017, HACSB purchased the property, formally known as Queen's Motel, in the City of Victorville to house chronically homeless individuals as part of countywide efforts to address homelessness. As in the majority of our past affordable housing development projects, HACSB partnered with its affiliate non-profit, Housing Partners I, Inc. (HPI). As a 501c3 nonprofit, HPI has the ability to solicit and accept funding from local jurisdictions to support affordable housing development.

On October 1, 2019 the City approved (NSP) funds in the amount of \$1,509,505 to cover the acquisition costs of the Project. On December 17, 2019 the County of San Bernardino Board of Supervisors (item no. 18) approved an allocation of MHSA funding in the amount of \$2,173,669 for construction and development related costs. Both the City NSP and County/State MHSA funding are payable via residual payments. To develop the project, HACSB and HPI each formed

Permanent Residual Receipts Loan, Desert Haven Apartments
September 13, 2022

a Limited Liability Company (LLC) (Desert Haven HACSB, LLC and Desert Haven HPI, LLC), which in turn entered into a Limited Partnership called Desert Haven Victorville, L.P.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

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

**AUTHORITY PERMANENT LOAN
PROMISSORY NOTE
(Desert Haven Apartments)**

\$2,398,401

San Bernardino, California
July 12, 2022

FOR VALUE RECEIVED, Desert Haven Victorville, LP, a California limited partnership ("Borrower"), promises to pay to the order of the Housing Authority of the County of San Bernardino, a public body, corporate and politic ("Lender"), the principal sum of Two Million Three Hundred Ninety Eight Thousand, Four Hundred One Dollars (\$2,398,401), plus interest thereon pursuant to Section 2 below.

1. Borrower's Obligation. This promissory note (the "Note") evidences Borrower's obligation to pay Lender the principal amount of Two Million Three Hundred Ninety Eight Thousand, Four Hundred One Dollars (\$2,398,401) for the funds loaned to Borrower by Lender (the "Loan"). A portion of the Loan funds will be used to repay the outstanding principal balance on the loan provided by Lender to Borrower in the principal amount of One Million One Hundred Thousand Dollars (\$1,100,000) as evidenced by a Loan Agreement entered into as of February 12, 2020, by and between the Borrower and the Lender, to provide a line of credit to cover reimbursable expenses related to the development of the real property located at 16959 Stoddard Wells Road, Victorville, California 92394 (the "Property"), improved with a 31-unit apartment complex (the "Improvements"). The Property and the Improvements are collectively referred to as the "Development". The remainder of the Loan will be used to repay a portion of the outstanding principal balance on the loan provided by the Lender to Borrower in the principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000) as authorized by action of the Lender's Board of Commissioners on February 12, 2020 to provide a line of credit to cover reimbursable expenses related to the development of the Property.

2. Interest. The outstanding principal balance of this Note bears simple interest from the date of disbursement at an annual rate of three percent (3%), until all amounts due hereunder have been paid in full; provided, however, if a Default occurs (defined in Section 7 below), interest on the principal balance will begin to accrue, as of the date of Default and continuing until such time as the Loan funds are repaid in full or the Default is cured, at the default rate of the lesser of ten percent (10%), compounded annually, or the highest rate permitted by law.

3. Seller Carry-Back Loan. Lender made a loan to Borrower in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) to assist in the original acquisition of the Development (the "Seller Carry-Back Loan"). Pursuant to Section 4.12(b) of the Limited Partnership Agreement of Desert Haven Victorville, LP, a California limited partnership dated on or about July 12, 2018 (the "Partnership Agreement"), sixty percent (60%) of Excess Cash Flow (as defined in the Partnership Agreement) is allocated to be divided between the Authority Loan and the Other Soft Financing, and paid toward the Authority Loan and the Other Soft Financing, in the Authority Loan Prorata share and Other Soft Financing Prorata Share respectively, until paid in full, and thereafter is divided equally and paid to the partners. Borrower's limited partner is Desert Haven HACSB, LLC, a California limited liability

company, and is controlled by its sole member, Lender. As such, Lender is entitled under the Partnership Agreement to receive its 50% share of Excess Cash Flow after payment of the Authority Loan and Other Soft Financing, and will allocate those funds to repayment of the Loan.

4. No Assumption. This Note is not assumable by the successors and assigns of Borrower without the prior written consent of the Lender.

5. Term and Repayment Requirements.

(a) Term. The term of this Note (the "Term"), commences with the date of this Note and expires thirty (30) years after the date of this Note.

(b) Annual Payments. Commencing on April 1 of the year following the closing of permanent financing for the Development under the Mental Health Services Act as administered by the California Housing Finance Agency, also known as the "SNHP Loan", and on April 1 of each year thereafter for the Term, Borrower shall make repayments of the outstanding principal and accrued interest on the Loan pursuant to Section 4.12(a) of the Partnership Agreement, in an amount equal to the Authority's Prorata Share of 60% of Excess Cash Flow (each, an "Annual Payment"). The Lender shall apply all Annual Payments as follows: (1) first, to accrued interest, and (2) second, to principal.

(c) Payment in Full. All principal and accrued interest on the Loan is due and payable upon the earlier to occur of: (i) the date of any Default, and (ii) the expiration of the Term.

(d) Right to Prepay. Borrower may prepay the Loan at any time without premium or penalty.

6. Terms of Payment.

(a) Borrower shall make all payments due under this Note in currency of the United States of America, which at the time of payment is lawful for the payment of public and private debts.

(b) All payments on this Note are to be paid to the Lender at the Housing Authority of the County of San Bernardino, 715 East Brier Drive, San Bernardino, CA 92408-2841, Attention: Executive Director, or to such other place as the Lender may from time to time designate.

(c) All payments on this Note are without expense to the Lender. The Borrower shall pay all costs and expenses, including re-conveyance fees and reasonable attorney's fees of the Lender, incurred in connection with the payment of this Note and the release of any security hereof.

(d) Notwithstanding any other provision of this Note, or any instrument securing the obligations of the Borrower under this Note, if, for any reason whatsoever, the payment of any sums by the Borrower pursuant to the terms of this Note would result in the

payment of interest that exceeds the amount that the Lender may legally charge under the laws of the State of California, then the amount by which payments exceed the lawful interest rate will automatically be deducted from the principal balance owing on this Note, so that in no event is Borrower obligated under the terms of this Note to pay any interest that would exceed the lawful rate.

(e) The Loan is an unsecured obligation of Borrower.

7. Default.

(a) Any of the following constitutes an event of default under this Note ("Default"):

(i) Any failure to pay, in full, any payment required under this Note within ten (10) days of written notice that such payment is due;

(ii) Other than the failure addressed above in subsection (i), failure of Borrower to duly perform, comply with, or observe any of the conditions, terms, or covenants of this Note, and such failure having continued uncured for thirty (30) days after receipt of written notice thereof from the Lender to Borrower.

(b) Upon the occurrence of a Default, the entire unpaid principal balance, together with all interest thereon, and together with all other sums then payable under this Note will at the option of the Lender become immediately due and payable without further demand.

(c) Lender's failure to exercise the remedy set forth in Subsection 7(b) above or any other remedy provided by law upon the occurrence of one or more of the foregoing events of Default does not constitute a waiver of the right to exercise any remedy at any subsequent time in respect to the same or any other Default. The acceptance by Lender hereof of any payment which is less than the total of all amounts due and payable at the time of such payment does not constitute a waiver of the right to exercise any of the foregoing remedies or options at that time or at any subsequent time, or nullify any prior exercise of any such remedy or option, without the express consent of Lender, except as and to the extent otherwise provided by law.

8. Waivers.

(a) Borrower hereby waives diligence, presentment, protest and demand, and notice of protest, notice of demand, and notice of dishonor of this Note. Borrower expressly agrees that this Note or any payment hereunder may be extended from time to time, and that Lender may accept further security or release any security for this Note, all without in any way affecting the liability of Borrower.

(b) Any extension of time for payment of this Note or any installment hereof made by agreement by Lender with any person now or hereafter liable for payment of this Note will not operate to release, discharge, modify, change or affect the original liability of Borrower under this Note, either in whole or in part.

(c) The obligations of Borrower under this Note are absolute and the Borrower waives any and all rights to offset, deduct or withhold any payments or charges due under this Note for any reason whatsoever.

9. Miscellaneous Provisions.

(a) All notices to Lender or Borrower shall be sufficiently given if and shall not be deemed given unless dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the parties as follows:

Lender:

Housing Authority of the County of San Bernardino
715 East Brier Drive
San Bernardino, CA 92408-2841
Attn: Executive Director

Borrower:

Desert Haven Victorville, LP
c/o Desert Haven HPI, LLC
715 East Brier Drive
San Bernardino, CA 92408-2841
Attn: Executive Director

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected party may from time to time designate by mail as provided in this Section. Receipt shall be deemed to have occurred on the date shown on a written receipt as the date of delivery or refusal of delivery (or attempted delivery if undeliverable).

(b) Borrower promises to pay all costs and expenses, including reasonable attorney's fees, incurred by Lender in the enforcement of the provisions of this Note, regardless of whether suit is filed to seek enforcement.

(c) This Note may not be changed orally, but only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(d) This Note is governed by and construed in accordance with the laws of the State of California.

(e) The times for the performance of any obligations hereunder are strictly construed, time being of the essence.

(f) This Note contains the entire agreement between Lender and Borrower as to the Loan. This Note may not be modified except upon the written consent of Lender and Borrower.

[signature on following page]

IN WITNESS WHEREOF, Borrower has caused this Note to be executed and delivered on the date set forth above.

BORROWER:

DESERT HAVEN VICTORVILLE, LP,
a California limited partnership

By: Desert Haven HPI, LLC,
a California limited liability company,
its general partner

By: Housing Partners I, Incorporated,
a California nonprofit public benefit corporation,
its sole member

By: _____
Lee McDougal, President

Housing Authority of the County of San Bernardino

Housing Authority of the County of San Bernardino

Queens Motel conversion

Victorville, CA

31 PBV units Permanent Supportive Housing

Units(incl. manager):	32	Total Development Costs	\$6,335,036
Project Type	PSH	Cost Per Unit:	\$197,970
Average Rent:	\$799	Annual Property Taxes:	\$472 /Unit \$15,095
Capitalization Rate:	4.87%	Cap. Rate w/ Property Taxes Added Back:	5.56%

Gross Schedule Annual Rental Income		\$306,780
Other Income @	\$8 /unit/month	\$3,200
Less: Vacancy & Collection Loss @	10.00%	(\$31,000)
Effective Gross Income		\$278,980
Less: Expenses/unit @	\$5,411	
	* includes Reserves/unit/year @ \$500	62.1% (\$173,145)
Net Operating Income		\$105,835
Add: Real Estate Taxes @	100.00%	\$15,095
		<u>\$0</u>
Adjusted Net Operating Income		\$120,930

Development Costs		Bond/Debt Analysis	
Acquisition Cost	\$1,509,505	Total Development Costs	\$6,335,036
A&E, Permits & Fees	\$139,391	Less: City Acquisition loan	-\$1,509,505
Rehab/Construction Costs	\$3,656,587	Less: HACSB Equity	-\$2,398,401
Furniture, Fixtures & Equipment	\$113,700	Less: HPI Equity	-\$253,461
Security Costs	\$551,499	Less: County Gap Funding	\$0
Utilities	\$48,426	Less: Other Gap Funding	\$0
Misc. Taxes & Legal	\$79,086	Add: HACSB Issuer's Fee	\$0
Operating Reserve	\$94,532	Add: Operating Reserve Fund	\$0
Operations/Stabilization Costs	\$142,310	Add: Underwriter's Fee	\$0
Total Development Costs	\$6,335,036	Add: Misc. Fees & Costs	\$0
		Total Debt Required	\$2,173,669
First Loan- (MHSA administered by CalHFA)		Amount	\$2,173,669
Loan Interest Rate	1.00%		
Term (Years)	30		
Debt Coverage Ratio	1.44		
Total Annual Payment (Including all related fees)			\$83,897
Second Loan- City of Victorville (Residual Receipts):		Amount	\$1,509,505
Loan Interest Rate	1.00%		
Term (Years)	30		
Average Annual Debt Service			\$15,095

Cash Flow Analysis	
Net Operating Income	\$120,930
Interest on Operating Reserve @	1.00% \$0
Mortgage Insurance Premium	0.00% \$0
Annual Trustee Fee	\$0
First Loan Debt Service Payment	(\$83,897)
Second Loan Debt Service Payment	(\$15,095)
Annual Net Operating Cash Flow	\$21,938
Total Debt Coverage Ratio	1.22

Additional Cash Flow Activity	
Annual Net Operating Cash Flow	\$21,938
Payment In Lieu of Taxes (PILOT) @	0.00% of annual property tax obligation \$0
Annual Compliance Fee @	0.10% of the outstanding loan (\$1,679)
Deferred Management Fee	\$0
Annual Surveillance Fees (if applicable)	0.25% of the outstanding Bonds \$0
Additional Bond Principal Payments / Super Sinker Maturity	\$0
Net Program Cash Flow	\$20,259

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

September 13, 2022

FROM

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

SUBJECT

Grant of Easement and Right of Way to Southern California Edison

RECOMMENDATION(S)

1. Approve a grant of easement and right of way to Southern California Edison, to replace, use and maintain a power pole on real property owned by the Housing Authority of the County of San Bernardino, near the North/East corner of Medical Center Drive and Ninth Street in the City of San Bernardino.
2. Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept and sign ancillary documents or exhibits necessary to finalize and record the grants of easement with the County of San Bernardino Recorder.

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

GOALS & OBJECTIVES

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

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

FINANCIAL IMPACT

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as the cost of recording these easement documents will be provided by Southern California Edison (SCE).

BACKGROUND INFORMATION

HACSB currently owns and manages approximately 2,235 units of multi-family housing throughout San Bernardino County of which various utility companies provide services to these properties. The utility company, SCE, during routine inspections and maintenance activities has identified this power pole on this property that needs replacement. As a result, approval of this item is necessary for SCE to receive a grant of easement and right of way at the HACSB real property located near the North/East corner of Medical Center Drive and Ninth Street in the City of San Bernardino. This action will result in the replacement of the power pole at this location with minimal disruption to the housing residents at this location.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on August 30, 2022.



RECORDING REQUESTED BY

SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL Company

WHEN RECORDED MAIL TO

SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2nd FLOOR
POMONA, CA 91768

Attn: Title and Real Estate Services

Mail Tax Statements to: N/A

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SCE Doc. No.

**GRANT OF
EASEMENT**

DOCUMENTARY TRANSFER TAX \$ NONE VALUE AND CONSIDERATION LESS THAN \$100.00)		DISTRICT Redlands	SERVICE ORDER TD1713157	SERIAL NO.	MAP SIZE
SCE Company		FIM 224-2205-1	APPROVED:	BY	DATE
SIG. OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	APN 0139-153-16	VEGETATION & LAND MANAGEMENT/ LAW DEPARTMENT/ (MAR)	SLS/BT	8/10/2022

THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, a political subdivision of the State of California, (hereinafter referred to as "Grantor"), hereby grants to SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, its successors and assigns (hereinafter referred to as "Grantee") , an easement to construct, use, maintain, operate, alter, add to, repair, replace, inspect, relocate and/or remove at any time and from time to time stub poles, guywires, anchors, and other appurtenant fixtures and/or equipment made for anchorage purposes (hereinafter referred to as "Grantee's facilities"), in, on, over and across that certain real property in the County of San Bernardino, State of California, described as follows:

A 4.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT 2 OF TRACT NO. 4006, AS PER MAP FILED IN BOOK 51, PAGES 4 AND 5 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THE CENTERLINE OF SAID STRIP IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE CENTERLINE OF NINTH STREET, 41.25 FOOT HALF-WIDTH, WITH THE CENTERLINE OF MEDICAL CENTER DRIVE (FORMERLY MUSCOTT STREET), 30.00 FOOT HALF-WIDTH, AS SAID INTERSECTION IS SHOWN ON SAID MAP OF TRACT NO. 4006; THENCE ALONG THE CENTERLINE OF SAID MEDICAL CENTER DRIVE (FORMERLY MUSCOTT STREET), NORTH 00°01'15" WEST 54.00 FEET; THENCE LEAVING THE CENTERLINE OF SAID MEDICAL CENTER DRIVE (FORMERLY MUSCOTT STREET), NORTH 89°58'45" EAST 32.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00°01'15" WEST 15.00 FEET TO A POINT OF ENDING.

It is understood and agreed that the above description is approximate only, it being the intention of the Grantor(s) to grant an easement for said systems as constructed. The centerline of the easement shall be coincidental with the centerline of said systems as constructed in, on, over, under, across, and along the Grantor(s) property.

This legal description was prepared by Spectrum Land Services pursuant to Sec. 8730(c) of the Business & Professions Code.

Grantee shall have free access to Grantee's facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Grantee hereby agrees to defend, indemnify, and hold harmless Grantor from and against any and all claims, liability, and damages caused by Grantee's activities related to said easement, except to the extent that such claims arise from the negligence or willful misconduct of Grantor, its employees, agents and contractors.

EXECUTED this ____ day of _____, 20 ____.

GRANTOR

THE HOUSING AUTHORITY OF THE COUNTY OF
SAN BERNARDINO, a political subdivision of the
State of California

Signature

Print Name

Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXECUTED this ____ day of _____, 20__.

GRANTEE

SOUTHERN CALIFORNIA EDISON COMPANY,
a corporation

Signature

Print Name

Title

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

State of California)

County of _____)

On _____ before me, _____, a Notary Public, personally appeared

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

LOT 2
TRACT NO. 4006
M.B. 51 / 4-5
SAN BERNARDINO CO.

30'

32.50'

54.00'

N00°01'15"W

N89°58'45"E

SCE EASEMENT
4' WIDE

15.00'

15.00'

TPOB

POC

NINTH STREET

41.25'

SCE EASEMENT	
DDP	TD1713157
SLS/BT	108/03/2022

Grant Of Easement
Maplewood Homes

Approximate location of pole replacement and additional guywire.





Approximate location
15' x 4'



Attn: County of San Bernardino
RE: Deteriorated Pole Project Easement, Pole Structure #2251 being replaced with #4954674E

To whomever it may concern,

Southern California Edison is replacing a deteriorated pole (structure# 2251). SCE will perform the subject work coupled with any applicable remediation work at SCE's cost. To the extent the work involves the use of the County's right of way, SCE will comply with its franchise obligations. SCE's franchise obligations include, without limitation, a requirement to indemnify the County as set forth in the franchise and the Franchise Act of 1937 (Public Utilities Code Section 6201 et seq.) For example, SCE is required to indemnify the County pursuant to Public Utilities Code Section 6296. SCE anticipates the work will be completed before the end of the year.

If you have any questions, please do not hesitate to contact me.

Best Regards,

Katie Mount

Katie Mount
Distribution Project Manager
Desert and San Jacinto Regions
T&D Pole Program Management
Mobile: 909-278-9257
3 Innovation Way, 1st Floor, Pomona, CA 91768

Signature: Katie Mount
Katie Mount (Aug 8, 2022 13:23 PDT)

Email: katie.mount@sce.com

SCE Letter_Easement_Det Pole Structure #2251

Final Audit Report

2022-08-08

Created:	2022-08-08
By:	Jeremy Califano (jeremy.califano@sce.com)
Status:	Signed
Transaction ID:	CBJCHBCAABALqPxH1uIBLJ9oRbV4wW7VI9UgQpFxa1y

"SCE Letter_Easement_Det Pole Structure #2251" History

-  Document created by Jeremy Califano (jeremy.califano@sce.com)
2022-08-08 - 8:18:02 PM GMT- IP address: 163.116.132.116
-  Document emailed to katie.mount@sce.com for signature
2022-08-08 - 8:18:32 PM GMT
-  Email viewed by katie.mount@sce.com
2022-08-08 - 8:20:40 PM GMT- IP address: 163.116.132.115
-  Signer katie.mount@sce.com entered name at signing as Katie Mount
2022-08-08 - 8:23:24 PM GMT- IP address: 163.116.132.115
-  Document e-signed by Katie Mount (katie.mount@sce.com)
Signature Date: 2022-08-08 - 8:23:26 PM GMT - Time Source: server- IP address: 163.116.132.115
-  Agreement completed.
2022-08-08 - 8:23:26 PM GMT

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

September 13, 2022

FROM

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

SUBJECT

Transfer of ownership for a Multi-Family complex

RECOMMENDATION(S)

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

1. Authorize the transfer of ownership for a multi-family complex at 301 W. Mountain View Circle, Redlands CA 92374, originally known as Mountain View Acres (now called The Villages at Redlands/Citrus Place Apartments) which holds an active Affordability Covenant with the Redevelopment Agency for the City of Redlands expiring on July 20, 2024.
2. Approve transfer of ownership of the Villages at Redlands/Citrus Place Apartments with the condition that the multi-family complex remains in compliance with the affordability covenant or provides written confirmation to the Housing Authority of the County of San Bernardino a plan of action to achieve compliance.
3. Direct the Executive Director of the Housing Authority of the County of San Bernardino, in consultation with Legal Counsel, to execute the transfer of ownership and all ancillary documents required to complete an ownership change of the multi-family complex at 301 W. Mountain View Circle, Redlands, CA 92374 and to transmit and record all documents as necessary with the San Bernardino County Recorder within 30 days of execution.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

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

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

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

FINANCIAL IMPACT

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB). HACSB is the Housing Successor to the former Redevelopment Agency of the City of Redlands (Agency) and will not acquire or expend any funds through this transfer of ownership.

BACKGROUND INFORMATION

In February 2016, the California Department of Finance approved the Agency's request to transfer the housing assets of the former Redevelopment Agency to HACSB. The housing assets consist

of various first-time home buyer loans, recorded Regulatory Agreements, and Restrictive Covenants, to maintain the affordability of housing for lower income families. This includes homeownership units and multi-family projects that the city supported with construction loans and grants. As the designated Housing Successor Agency, HACSB now administers those loans and monitors for ongoing compliance with the regulatory agreements recorded for loans and/or grants pursuant to California Community Redevelopment Law under Health and Safety Code Sections 33000-33855 (HSC).

In July 1999, the Agency provided a loan to Mountain View Acres for the development of a new senior affordable housing development (now called The Villages at Redlands – Citrus Place Apartments), and together they recorded a Regulatory Agreement and Declaration of Restrictive Covenants stipulating that 11 out of 84 units must be allocated to low-income tenants for a term of 25 years.

The Regulatory Agreement and Declaration of Restrictive Covenants states the following:
Section 2.10: Allocation of lower income units. During the term of this agreement, dwelling units within the Project shall be allocated to lower income tenants as follows:

- 3 dwelling units for 40% households;
- 3 dwelling units for 50% households;
- 3 dwelling units for 60% households;
- 2 dwelling units for median-income households.

HACSB has collected reports from the management agent at the property confirming that units are being allocated to lower-income occupants, as required under the Regulatory Agreement and Declaration of Restrictive Covenants. The original owner of the complex is also now proposing that ownership of the property be transferred to a new owner who must honor the existing affordability covenant. The Regulatory Agreement requires that such transfer can be done only with the prior written consent of Agency (Section 5.13 Binding Upon Successors). Therefore, staff is now seeking consent of the Board of Commissioners, acting as the Housing Successor to the Agency, to approve the proposed transfer of ownership pursuant to the Regulatory Agreement, which will remain in place for the remainder of the term.

PROCUREMENT.

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on August 31, 2022.

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

September 13, 2022

FROM

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

SUBJECT

Regular Meeting Minutes for Meeting Held on August 9, 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 August 9, 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 August 9, 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 August 31, 2022.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
August 9, 2022**

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting via teleconference and videoconference (Zoom at call-in number (669) 900-6833, Meeting ID 857 4599 4527, Password 319437) at 3:00 p.m. on August 9, 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:

Vice-Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Tarango

Chair Johnson 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; Perlie Liu, Asset Management Analyst; Eduardo Martinez, Property Compliance Coordinator and Claudia Hurtado, Executive Assistant.

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

2) Additions or Deletions to the Agenda

The Vice-Chair called for additions or deletions to the August 9, 2022 agenda. There were none.

3) General Public Comment

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

4) 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.

5) 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 public housing repositioning through the Rental Assistance Demonstration program.

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

6) Resolution No. 160

Discussion calendar item number 6 to adopt Resolution No. 160 to approve and adopt, 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, was requested.

Commissioner MacDuff moved to approve discussion calendar item number 6, as recommended by staff and Commissioner Miller seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

Vice-Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Tarango

Nays

Discussion amongst the Board of Commissioners took place regarding the resolution number 160.

7) Amendment No.2 to Contract PC1018

Discussion Calendar item number 7 to 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 and non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Commissioner Tarango moved to approve discussion calendar item number 7, as recommended by staff and Commissioner Cooper seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

Vice-Chair Cooper
Commissioner MacDuff

Nays

Commissioner Miller
Commissioner Tarango

8) Amendment to Agreement No. PC847

Discussion calendar item number 8 to 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, was requested.

Executive Director Razo explained the item.

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

Ayes
Vice-Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Tarango

Nays

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

9) Contract No. PC1253

Discussion calendar item number 9 to 1) Award contract NO. PC1253, effective August 10, 2022, to ACCI Roofing Services for roofing services for the 74 units at the 7th 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 to complete the transaction, was requested.

Executive Director Razo explained the item.

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

Ayes
Vice-Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Tarango

Nays

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

Discussion calendar item number 10 to 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, was requested.

Executive Director Razo explained the item.

Commissioner Tarango 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

Vice-Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Tarango

Nays

11) Resolution No. 158

Discussion calendar item number 11, to adopt Resolution No. 158 approving FY 2022-2023 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing programs effective October 1, 2022, was requested.

Executive Director Razo explained the item.

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

Ayes

Vice-Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Tarango

Nays

12-17) Consent Calendar

Approval of the consent calendar including agenda item numbers 12 - 17 was requested.

Commissioner Tarango moved to approve consent calendar agenda item numbers 12 - 17, to:

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

13) Approve and file Agency-wide Financial Statements through April 2022.

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

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

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.

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.

The motion was duly seconded by Commissioner Miller and upon roll call, the Ayes and Nays were as follows:

Ayes

Vice-Chair Cooper
Commissioner MacDuff
Commissioner Miller
Commissioner Tarango

Nays

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

There being no other business, Commissioner Tarango moved for the regular meeting of Tuesday, August 9, 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 4:41 p.m.

Tim Johnson, Chair

Beau Cooper, Vice Chair

Cassie MacDuff

Sylvia Miller

Bobby Tarango

Attest:

Secretary

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

September 13, 2022

FROM

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

SUBJECT

Agency-wide Financial Statements through May 2022

RECOMMENDATION(S)

**Approve and file Agency-wide Financial Statements through May 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 May 2022 for Federal Fiscal Year (FFY) 2021-22 is \$(1,134,333). The net loss is currently lower than the anticipated \$7,768,550 budgeted net income, with a variance of \$8.9 million.

The \$8.9 million variance between the budgeted net income and the actual net income was due to:

- \$10 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 restricted 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 \$4.2 million due to a lower lease rate than expected. We expect the lease rate to increase in the remaining months.
- \$1.9 million in capital fund grant expenses that have not yet been incurred.
- Lower than anticipated costs in administrative expenses in the amount of \$1.4 million primarily due to timing differences related to the computer software annual costs. These expenses will be incurred later in the year. There are also lower than anticipated vacancy turnover expenses in the affordable housing portfolio as well as lower administrative salary expenses due to vacant positions; however, some of these expenses are offset by .
- 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.

- An increase of \$1.2 million in tenant services expenses. This was due to the new Emergency Housing Vouchers (EHV) and Emergency Solutions Grant (ESG) grants the Authority received which are not reflected in the annual budget.
- Depreciation expenses and other non-operating items are not budgeted and amount to \$4 million through May 2022.

Financial Summary	FY 2022 YTD
Revenues	\$101,455,816
Expenses	\$(98,636,970)
Operating Net Income/(Loss)	\$2,818,846
Operating Transfers/Non-Operating Items	\$(3,953,179)
Net Income/(Loss)	\$(1,134,333)

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 August 31, 2022 .

HACSB Budget Comparison

Period = Oct 2021-May 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	18,136,503	17,395,560	740,944	4.26	26,093,339
Total Other Tenant Income	476,881	400,719	76,161	19.01	600,732
NET TENANT INCOME	18,613,384	17,796,279	817,105	4.59	26,694,072
GRANT INCOME					
TOTAL GRANT INCOME	78,630,797	91,213,786	-12,582,989	-13.80	136,820,678
OTHER INCOME					
TOTAL OTHER INCOME	4,211,635	4,831,807	-620,172	-12.84	6,918,012
TOTAL INCOME	101,455,816	113,841,872	-12,386,056	-10.88	170,432,762
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	4,989,341	6,920,687	1,931,345	27.91	10,381,030
ADMINISTRATIVE					
Total Administrative Salaries	8,778,870	9,450,198	671,328	7.10	14,891,275
Total Legal Expense	326,674	329,362	2,689	0.82	493,744
Total Other Admin Expenses	4,068,227	3,936,390	-131,838	-3.35	6,012,450
Total Miscellaneous Admin Expenses	1,498,639	1,950,637	451,998	23.17	2,799,577
TOTAL ADMINISTRATIVE EXPENSES	14,672,410	15,666,587	994,177	6.35	24,197,045
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	1,379,226	141,888	-1,237,337	-872.05	212,482
UTILITIES					
TOTAL UTILITY EXPENSES	2,466,709	2,582,611	115,902	4.49	3,883,825
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	2,039,725	1,775,597	-264,128	-14.88	2,768,190
Total Materials	571,681	624,782	53,101	8.50	936,669
Total Contract Costs	2,059,477	2,694,659	635,182	23.57	4,048,806
TOTAL MAINTENANCE EXPENSES	4,670,882	5,095,037	424,155	8.32	7,753,664
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	1,016,224	810,155	-206,069	-25.44	1,218,695
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	1,325,588	2,471,967	1,146,379	46.38	3,710,753
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	67,161,244	71,413,961	4,252,717	5.96	107,120,942
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	955,345	970,428	15,083	1.55	1,455,642
TOTAL OPERATING EXPENSES	98,636,970	106,073,322	7,436,352	7.01	159,934,078
OPERATING NET INCOME	2,818,846	7,768,550	-4,949,704	-63.71	10,498,684
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	3,953,179	0	-3,953,179	N/A	0
NET INCOME	-1,134,333	7,768,550	-8,902,883	-114.60	10,498,684

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

September 13, 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 June 2022.

RECOMMENDATION(S)

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of June 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 June 30, 2022, is \$42,292.78. 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 June 2022 is \$42,292.78, 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 June 2022
September 13, 2022

SUMMARY BY PROPERTY MANAGEMENT		
	NO. VACATED	TOTAL
203 - Maplewood	1	2,274.00
207 - Barstow	4	12,547.14
409 - Andalusia	1	1,809.00
407 - Sunset Pointe	0	-
408 - Sunrise Vista	0	-
423 - Mesa Gardens	1	5,406.00
425a - Sequoia	1	1,214.00
426 - Sunnyside	2	7,144.00
467 - Hillcrest	1	1,215.00
Concessions Write Off		-
TOTAL RENT WRITE OFF	11	31,609.14
Miscellaneous Charges		250.00
Maintenance Charges		19,378.64
Legal Charges		250.00
Security Deposits Applied		(9,195.00)
NET TOTAL WRITE OFF		42,292.78

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on August 29, 2022.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

06/30/22

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
203 - Maplewood													
1	L	A	t0030057	S	787.00	2,274.00	-	50.00	9,799.91	-	12,123.91	1,000.00	11,123.91
TOTALS:						2,274.00	-	50.00	9,799.91	-	12,123.91	1,000.00	11,123.91
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice of Abandonment	06/03/22	Posted	NA	NA	NA		NA	NA		6.21.2022		

207 - Barstow													
1	J	D	t0109371	V	375.00	6.24			598.56		604.80	540.00	64.80
2	P	C	t0109285	V	749.00				1,541.83		1,541.83	1,000.00	541.83
3	B	J	t0132877	V	214.00	2,606.30			863.20		3,469.50	1,055.00	2,414.50
4	A	S	t0133096	V	1,522.00	9,934.60			1,325.00	-	11,259.60	1,229.00	10,030.60
TOTALS:						12,547.14	-	-	4,328.59	-	16,875.73	3,824.00	13,051.73
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	N/A	N/A	N/A	N/A	N/A		N/A			06/08/22		
2	30 day notice to vacate	N/A	N/A	N/A	N/A	N/A		N/A			06/01/22		
3	Skipped	N/A	N/A	N/A	N/A	N/A		N/A			06/15/22		
4	Skipped	N/A	N/A	N/A	N/A	N/A		N/A			06/07/22		

*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:

06/30/22

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
409 - Andalusia													
1	H	J	t0113135	V	1,056.00	1,809.00			824.68		2,633.68	1,021.00	1,612.68
TOTALS:						1,809.00	-	-	824.68	-	2,633.68	1,021.00	1,612.68
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
2	30 day notice to vacate	N/A	N/A	N/A	N/A	N/A		N/A			06/01/22		

407 - Sunset Pointe													
2	O	M							(248.54)		(248.54)		(248.54)
							-				-		-
TOTALS:						-	-	-	(248.54)	-	(248.54)	-	(248.54)
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
2	Collection on bad debt												

408 - Sunrise Vista													
3	S	F							(80.00)		(80.00)		(80.00)
							-			-	-		-
TOTALS:						-	-	-	(80.00)	-	(80.00)	-	(80.00)
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		
3	Collection on bad debt												

*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:

06/30/22

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
423 - Mesa Gardens													
4	R	C							(492.60)		(492.60)		(492.60)
5	J	J	t0035942	s	1,024.00	5,406.00	-	75.00	567.00		6,048.00	400.00	5,648.00
TOTALS:						5,406.00	-	75.00	74.40	-	5,555.40	400.00	5,155.40

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
4	Collection on bad debt									
5	Skip									05/23/22

425a - Sequoia													
6	N	O	t0034966	V	971.00	1,214.00			220.00		1,434.00	1,325.00	109.00
TOTALS:						1,214.00	-	-	220.00	-	1,434.00	1,325.00	109.00

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
6	30 Day Notice	06/04/22							transfer to Sunnyside	06/04/22

426 - Sunnyside													
7	R	A	t0038391	V	1,480.00	49.00			500.00		549.00	400.00	149.00
8	S	J	t0035150	V	1,359.00	7,095.00		75.00	1,530.00		8,700.00	800.00	7,900.00
TOTALS:						7,144.00	-	75.00	2,030.00	-	9,249.00	1,200.00	8,049.00

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
7	30 Day Notice	05/16/22								06/16/22
8	30 Day Notice	05/01/22								05/31/22

*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: 06/30/22

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
467 - Hillcrest													
9	S	N							(77.00)		(77.00)		(77.00)
10	H	M							(260.40)		(260.40)		(260.40)
11	F	A	t1471425	V	720.00	1,215.00		50.00	2,767.00	250.00	4,282.00	425.00	3,857.00
TOTALS:						1,215.00	-	50.00	2,429.60	250.00	3,944.60	425.00	3,519.60
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
9	Payment on bad debt												
10	Collection on bad debt												
11	3 Day Pay or Quit	05/27/22	Posted	N/A							06/07/22		
ALL PROPERTY TOTALS:						31,609.14	-	250.00	19,378.64	250.00	51,487.78	9,195.00	42,292.78

Submitted by: _____ Date: _____ Reviewed by: _____ Date: _____

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

*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

September 13, 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. 164 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 September 15, 2022 through October 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.

On August 9, 2022, the Board adopted Resolution No. 159 (Item No. 16) 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 15, 2022, through September 16, 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 October 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 August 29, 2022.

HOUSING AUTHORITY RESOLUTION NO. 2022-164

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 SEPTEMBER 15, 2022, THROUGH OCTOBER 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 September 16, 2022, through October 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) October 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)
) ss.
COUNTY OF SAN BERNARDINO)

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

September 13, 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, the County of San Bernardino has informed HACSB that it does not have the ability to continue providing ESG funds for housing navigation services past September 30th. As such HACSB will use a combination of Moving to Work administrative reserves and EHV supportive services fees to continue the housing navigation services starting October 1, 2022. The housing navigation services provided by Brilliant Corners have picked up significant momentum in helping EHV families find housing to utilize their voucher. We are happy to share that 175 families have been housed as of August 31, 2022. HACSB continues to accept referrals and a waiting list has been created as to not over obligate the program.

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 almost twice as many referrals (907) 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).

- 175 families have been housed (58 additional since the last report) and 182 families are searching for housing with the assistance of the housing navigation services through Brilliant Corners.
- HACSB's voucher utilization rate has now surpassed the statewide average per the HUD EHV dashboard.
- An additional 44 vouchers are scheduled to be issued in September.
- Families have been searching for an average of 97 days for housing. This is a seven day decrease since the last report.
- The unit offers range from the west side of the county to the high and low deserts.
- Brilliant Corners conducts routine case conferencing meetings with the largest referring partner, San Bernardino County Department of Behavioral Health.
- Incomplete applications from referring partners continues to be a challenge. HACSB will continue to schedule trainings for partners to assist with this matter.
- Rent increases outpacing HACSB's payment standards was a challenge. However, the payment standard increase approved at the March 8th Board of Commissioners meeting will assist with this issue.
- Finally, the lack of available rental housing inventory continues to be a major challenge for the program. Families with EHV vouchers are competing for units with over 1,000 families that have vouchers from other programs and also traditional market rate renters.

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

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

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

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

September 13, 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. 165 Amending Resolution No. 158 and approving FY 2022-2023 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing programs effective November 1, 2022, or such later time as the Special Purpose Voucher Payment Standards are updated and implemented.

(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.

FY 2022-2023 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing Programs
September 13, 2022

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.

On August 8, 2022, HACSB's Board of Commissioners (Item No. 11) adopted Resolution No. 158 approving the FY 2022-2023 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing programs effective October 1, 2022. Due to the delay in HUD's release of the Fair Market Rents (FMR), HACSB cannot update its Special Purpose Voucher Payment Standards which are released concurrently with the utility allowance schedules to allow participants receive the full benefit of both when securing a unit. As a result of the aforementioned delay, the Board of Commissioners wishes to amend Resolution No. 158 to delay the effective date of the attached updated FY 2002-2023 Utility Allowance Schedules relative to the Housing Choice Voucher and Public Housing programs to November 9, 2022, or such later time as the payment standards are updated and implemented.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

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

HOUSING AUTHORITY RESOLUTION NO. 2022-165

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AMENDING RESOLUTION NO. 158 AND APPROVING THE UTILITY ALLOWANCE SCHEDULES FOR THE HOUSING CHOICE VOUCHER AND PUBLIC HOUSING PROGRAMS EFFECTIVE NOVEMBER 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, on August 8, 2022, HACSB's Board of Commissioners adopted Resolution No. 158 approving the FY 2022-2023 Utility Allowance Schedules for the Housing Choice Voucher and Public Housing programs effective October 1, 2022; and

WHEREAS, due to the delay in HUD's release of the Fair Market Rents, HACSB cannot update its Special Purpose Voucher Payment Standards which are released concurrently with the utility allowance schedules to allow participants receive the full benefit of both when securing a unit; and

WHEREAS, as a result of the aforementioned delay, the Board of Commissioners wishes to amend Resolution No. 158 to delay the effective date of the attached updated FY 2022-2023 Utility Allowance Schedules relative to the Housing Choice Voucher and Public Housing programs to November 9, 2022, or such later time as the payment standards are updated and implemented; 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 amending Resolution No. 158 and approving the attached updated FY 2022-2023 Utility Allowance Schedules relative to the Housing Choice Voucher and Public Housing programs effective November 9, 2022, or such later time as the payment standards are updated and implemented.

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 San Bernardino County	Age mixed	Unit Type Apartment	Date (mm/dd/yyyy) 11/1/2022
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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	
Total	\$

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 San Bernardino County	Age mixed	Unit Type Detached Houses	Date (mm/dd/yyyy) 11/1/2022
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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	
Total	\$

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

Previous editions are obsolete

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 San Bernardino County	Age mixed	Unit Type Manufactured homes	Date (mm/dd/yyyy) 11/1/2022
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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
Name of Family		Heating	
		Cooking	
		Other Electric	
Address of Use		Air Conditioning	
		Water Heating	
		Water	
		Sewer	
		Trash Collection	
		Range/Microwave	
Number of Bedrooms		Refrigerator	
		Other	
		Total	\$

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

Previous editions are obsolete

ref. Handbook 7420.8

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AFFORDABLE HOUSING PROGRAM							
Utility Allowance Schedule Non Energy Performance Contract							
Effective November 1, 2022							
APARTMENTS							
	Bedrooms:	0	1	2	3	4	5
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

AFFORDABLE HOUSING PROGRAM							
Utility Allowance Schedule Non Energy Performance Contract							
Effective November 1, 2022							
HOUSES							
	Bedrooms:	0	1	2	3	4	5
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

AFFORDABLE HOUSING PROGRAM							
Utility Allowance Schedule Energy Performance Contract							
Effective November 1, 2022							
Apartments - Energy Performance Contract							
	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

AFFORDABLE HOUSING PROGRAM							
Utility Allowance Schedule Energy Performance Contract							
Effective November 1, 2022							
Houses - Energy Performance Contract							
	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

AFFORDABLE HOUSING PROGRAM

**Utility Allowance Schedule Energy Performance Contract
Maplewood Homes - Solar**

Effective November 1, 2022

Apartments - Energy Performance Contract

	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

AFFORDABLE HOUSING PROGRAM

Utility Allowance Schedule Energy Performance Contract Maplewood Homes - Non-Solar

Effective November 1, 2022

Apartments - Energy Performance Contract

	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