

**AN ANNUAL MEETING OF THE  
BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF  
SAN BERNARDINO**

TO BE HELD TELEPHONICALLY  
January 10, 2023 AT 3:00 P.M.

Zoom Meeting – Board of Commissioners will be forwarded instructions  
Members of the public may call:  
Call In Number (669) 900-6833  
Meeting ID: 876 4190 8178  
Password: 002259

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

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

**AGENDA**

**PUBLIC SESSION**

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

## **DISCUSSION CALENDAR**

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

- 4) Select a Chair and Vice-Chair from among the Board of Commissioners of the Housing Authority of the County of San Bernardino to serve until January 10, 2024.  
(Page 1 - 7)
- 5) Receive the Executive Director's Report for January 10, 2023.  
(Page 8)
- 6) Receive the board building presentation for January 10, 2023, an overview of the Housing Authority of the County of San Bernardino's agencywide Strategic Plan and an overview on the new Brown Act Provisions under AB 2449 and continued use of AB361.  
(Page 9)
- 7) Adopt Resolution No. 171 approving the Housing Authority of the County of San Bernardino's agency-wide five-year Strategic Plan effective February 1, 2023.  
(Pages 10 – 16)
- 8) Adopt Resolution No. 172 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs.  
(Page 17 – 45)
- 9) 1 - Award contract No. PC 1292, effective February 1, 2023 to Wells Fargo Bank N.A. for Banking Services in an amount not to exceed \$172,710, for a two-year base period through January 31, 2025 with options to extend the contract for up to three single-year extensions through January 31, 2028.  
  
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 46 – 65)
- 10) Approve an increase in appropriations for agency-wide office supplies with Staples Advantage by \$191,000 for a total not to exceed \$441,000 through April 6, 2024.  
(Pages 66 – 67)
- 11) 1 – Accept a Quitclaim Deed transferring multiple parcels at the Valencia Grove site, located at 131 E. Lugonia Ave in the city of Redlands, owned by Housing Partners I, Inc., to the Housing Authority of the County of San Bernardino.  
  
2 – Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept, sign, finalize and record the Quitclaim Deed with the County of San Bernardino Recorder and any ancillary documents or exhibits necessary in the transference of the parcel.  
  
3 – Authorize U.S. Department of Housing and Urban Development to record a Declaration of Trust upon the properties after transference of the parcels from Housing Partners I to the Housing Authority.  
4 – Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept and sign the U.S. Department of Housing and Urban Development Declaration of Trust.  
(Pages 68 – 74)

## CONSENT CALENDAR

### APPROVAL OF CONSENT ITEMS: # 12-15

- 12) Approve the meeting minutes for the Board of Commissioner of the Housing Authority of the County of San Bernardino Regular Meeting held on December 13, 2022.  
(Pages 75 – 79)
- 13) Approve and file Agency-wide Financial Statements through September 2022.  
(Pages 80 – 82)
- 14) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of October 2022.  
(Pages 83 – 87)
- 15) Adopt Resolution No. 174 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 16, 2023, through February 15, 2023.  
(Pages 88 – 92)
- 16) Individual Board member Comments
- 17) 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**

**January 10, 2023**

## **FROM**

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

## **SUBJECT**

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

## **RECOMMENDATION(S)**

Select a Chair and Vice-Chair from among the Board of Commissioners of the Housing Authority of the County of San Bernardino to serve until January 10, 2024.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

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

## **FINANCIAL IMPACT**

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

## **BACKGROUND INFORMATION**

The Chair and Vice-Chair shall be selected from among the Board of Commissioners (Board) of the Housing Authority. It is recommended that the following procedure be followed to accomplish the selection of Chair and Vice-Chair.

### **Procedure:**

1. The Housing Authority General Counsel calls for nominations for the office of Chair.
2. Nominations are made by one Commissioner and seconded by another Commissioner.
3. After a nomination is made and seconded, the Housing Authority Secretary calls for the vote for the nominated Commissioner. Each Commissioner may cast one verbal vote. The nomination is confirmed by a majority vote of the Board. If a nomination fails to be confirmed, the Housing Authority General Counsel repeats the process of calling for nominations until a nomination is confirmed by a majority vote of the Board.
4. The Housing Authority General Counsel then calls for nominations for the office of Vice-Chair.
5. After a nomination is made and seconded, the Housing Authority General Counsel calls for the vote for the nominated Commissioner. Each Commissioner may cast one verbal vote. The nomination is confirmed by a majority vote of the Board. If a nomination fails to be confirmed, the Housing Authority General Counsel repeats the process of calling for nominations until a nomination is confirmed by a majority vote of the Board.

## **REVIEW BY OTHERS**

This item has been prepared by General Legal Counsel, Fred Galante on December 21, 2022.

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

**ARTICLE I  
THE AUTHORITY; OFFICE; SEAL**

**Section 1. NAME OF AUTHORITY** - The name of the organization shall be the Housing Authority of the County of San Bernardino ("Authority").

**Section 2. SEAL AUTHORITY** - The official seal of the Authority shall be in the form of a circle and shall bear the name of the Authority and the year of its organization.

**Section 3. PRINCIPAL OFFICE** - The principal office of the Authority shall be 715 East Brier Drive, San Bernardino, California, or such other location in the County of San Bernardino as the Authority may from time to time designate.

**ARTICLE II  
OFFICERS AND PERSONNEL**

**Section 1. OFFICERS** - The officers of the Authority shall be a Chairperson and a Vice Chairperson. The Board of Commissioners of the Authority ("Board") may establish such other officers as it considers either necessary or convenient to carry out the purposes of the Authority.

**Section 2. CHAIRPERSON** - The Chairperson of the Board shall preside at all meetings of the Authority. The Chairperson shall sign all contracts, deeds and other instruments made by the Authority, in the name of the Authority, as required by the Department of Housing and Urban Development, the Housing Authorities Law as set forth in Section 34200 et seq. of the California Health and Safety Code, or other applicable federal or state laws. The Chairperson shall be elected at the first meeting of the Authority each calendar year from among the members of the Board, and shall hold office for one (1) year or until the Chairperson's successor is elected and qualified.

**Section 3. VICE-CHAIRPERSON** - The Vice-Chairperson shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson; and in case of the resignation or death of the Chairperson, the Vice-Chairperson shall perform such duties as are imposed on the Chairperson until such time as the Authority shall select a successor Chairperson. The Vice-Chairperson shall be elected at the first meeting of the Authority each calendar year from among the members of the Board, and shall hold office for one (1) year or until the Vice-Chairperson's successor is elected and qualified.

**Section 4. SECRETARY** - The Executive Director of the Authority, who shall serve at the pleasure of the Board, shall be the Secretary. The Secretary shall attend all meetings of the Authority, record all votes, maintain a full and thorough record of all proceedings of the Authority, including all resolutions of the Board, in a journal of proceedings to be kept for such purposes.

The Secretary shall keep all official records of the Authority, maintain custody of the seal of the Authority and shall have power to affix such seal to all contracts and instruments authorized to be executed by the Board, and perform all other duties incident to the Office of Secretary.

**Section 5.     TREASURER** - The Executive Director of the Authority, who shall serve at the pleasure of the Board, shall be the Treasurer. The Treasurer shall have the care and custody of all funds of the Authority and shall deposit the same in the name of the Authority in such bank or banks as the Authority may select. The Treasurer may sign all orders and checks for the payment of money and shall pay out and disburse such monies under the direction of the Board. Except as otherwise authorized by resolution of the Board, all such orders and checks shall be countersigned by the Deputy Executive Director or other designated staff during the absence of the Deputy Executive Director. The Treasurer shall keep regular books of accounts showing receipts and expenditures and shall render to the Board on a monthly basis, or more often when requested by any member of the Board, an account of transactions and of the financial condition of the Authority. The Treasurer may delegate such administrative duties and authority as are consistent with these Bylaws and such other rules and regulations as may from time to time be approved by the Board.

**Section 6.     EXECUTIVE DIRECTOR** - The Executive Director shall serve at the pleasure of the Board and shall be responsible, subject to the policies and directions of the Board, for the general supervision over the administration of the business and affairs of the Authority and the execution of the Authority policies. The Executive Director shall be charged with the management of the housing developments owned and/or administered by the Authority. The Executive Director shall sign, on behalf of the Authority, all contracts and other documents approved by the Board unless federal or state regulations require otherwise; appoint, remove, discipline, and supervise the Authority's personnel; supply the Board with such information and recommendations as necessary or as may be requested by the Board; authorize and certify payrolls, requisitions, and other documents relating to the financial affairs of the Authority; and perform such other duties as may from time to time be prescribed for the Executive Director by the Board. The Executive Director may delegate such administrative duties and authority as are consistent with these Bylaws and such other rules and regulations as may from time to time be approved by the Board. The compensation of the Executive Director shall be determined by the Board.

**Section 7.     LEGAL COUNSEL** – The Board of Commissioners of the Authority shall determine who shall serve as the Legal Counsel for the Authority.

**Section 8.     ADDITIONAL DUTIES** - The officers and personnel of the Authority shall perform such other duties and functions as may from time to time be required by the Board or the Bylaws.

**Section 9.     NUMBER AND APPOINTMENT OF COMMISSIONERS; TERM**

(a)     Number and Appointment of Commissioners. All appointments to the Board shall be made by the County of San Bernardino Board of Supervisors ("Board of

Supervisors”) which shall appoint seven (7) persons as Commissioners to the Board in accordance with California Health and Safety Code Section 34271. The seven (7) Commissioners to the Board shall consist of five (5) Non-Tenant Commissioners (“Non-Tenant Commissioners”) and two (2) Tenant Commissioners (“Tenant Commissioners”). The two (2) Tenant Commissioners shall be tenants of the Authority, at least one (1) of whom shall also be over sixty-two (62) years of age. A Tenant Commissioner must meet the qualifications of Title 24 Code of Federal Regulations Sections 964.410 and 964.415, as they currently exist or may be amended in the future. A Tenant Commissioner shall have the same powers, duties, privileges, and immunities as any other Commissioner. If a Tenant Commissioner ceases to be an “eligible resident” as required by Federal Regulations, he or she shall be disqualified as Commissioner and another tenant shall be appointed by the Board of Supervisors to fill the unexpired term.

(b) Term. The initial terms of the Non-Tenant Commissioners are staggered in accordance with Health and Safety Code section 34272. The first three Non-Tenant Commissioners appointed by the Board of Supervisors shall be designated to serve for terms of one, two, and three years, respectively, from the date of their appointment. The other two Non-Tenant Commissioners shall be designated to serve for terms of four years from the date of their appointment. Successors of Non-Tenant Commissioners shall be appointed for a term of four years. The initial and successor terms for Tenant Commissioners shall be two years.

**Section 10. CONFLICTS OF INTEREST; CODE OF CONDUCT** - Commissioners and Authority staff are honored with the public’s trust, and shall conduct all Authority business in an impartial, objective manner not tainted by financial conflicts of interest. Commissioners and Authority staff shall abide by the disclosure and disqualification requirements of the Fair Political Practices Act and implementing regulations, the provisions of California Government Code 1090, conflict of interest requirements of the Federal Government including by the United States Department of Housing and Urban Development, and all other applicable rules regarding conflicts of interest. In addition, Commissioners shall abide by all rules of conduct duly adopted by the Board.

### **ARTICLE III MEETINGS**

**Section 1. PLACE FOR MEETINGS** - Meetings of the Board shall be held at the principal office of the Authority, unless another place is stated in the notice of the meeting.

**Section 2. ANNUAL MEETING** - The annual meeting of the Board shall be held for the purpose of electing officers and the transacting of such other business as may properly be brought before the Board on the second Tuesday of the Month of January of each year, at 3:00 p.m. If the annual meeting time shall be a legal holiday, the annual meeting shall be held on the next succeeding business day.

**Section 3. REGULAR MEETINGS** - Regular meetings shall be held with notice on the second Tuesday of each month at 3:00 p.m. If the Chairperson deems it expedient, a special meeting of the Board may be called for the purpose of transacting business and/or performing site

visits. If a regular meeting time shall be a legal holiday, that regular meeting shall be held on the next succeeding business day.

**Section 4. SPECIAL MEETINGS** - The Chairperson or a majority of the Commissioners may call a special meeting of the Board for the purpose of transacting business of the Authority. The notice for a special meeting shall (a) be personally delivered to each member of the Board or mailed, by postal service or electronically, to the business or home address of each member of the Board, at least forty-eight (48) hours prior to the date of such special meeting, and (b) set forth the business to be transacted at the special meeting. At such special meeting, no business shall be considered other than the business designated in the notice.

**Section 5. JOINT MEETING WITH THE BOARD OF SUPERVISORS** – The Board will attempt to hold an annual joint meeting with the County of San Bernardino Board of Supervisors. One topic at the meeting will be the continued partnerships between the Authority and the County of San Bernardino.

**Section 6. QUORUM** - The powers of the Authority shall be vested in the Commissioners in office. A majority of the Commissioners empowered to vote shall constitute a quorum for the purpose of conducting the business and exercising the powers of the Authority, and for all other purposes, but a smaller number may recess or adjourn from time to time until a quorum is obtained.

**Section 7. CONDUCT OF MEETINGS** - Notwithstanding any other provision in these Bylaws, all regular and special meetings of the Board shall be held in compliance with the requirements of the Housing Authorities Law, the Ralph M. Brown Act as set forth in Section 54950 et seq. of the California Government Code, and acceptable business meeting practices. The Board shall consider all appropriate business matters to come before the Board.

**Section 8. MANNER OF VOTING** - The voting on all matters coming before the Board shall be by voice vote or roll call, and the ayes and nays shall be entered upon the minutes of such meeting.

**Section 9. ATTENDANCE AT MEETINGS** - Commissioners shall attend all regular and special meetings of the Board unless there is good cause for the Commissioner's absence. In the event a Commissioner ceases to discharge the duties of his or her office for the period of three (3) consecutive months, except when prevented from discharging such duties due to sickness, the remaining Commissioners may request that the Board of Supervisors terminate the term of the absent Commissioner for inefficiency or neglect of duty, in accordance with California Health and Safety Code Section 34282.

**Section 10. PUBLIC MEETINGS; NOTICES** - All meetings of the Board shall be open and public, and all persons shall be permitted to attend any meeting of the Board, except as otherwise provided in the Ralph M. Brown Act and other applicable laws. The Authority shall comply with all public noticing required by the Ralph M. Brown Act and other applicable law.



**Section 11. PUBLIC COMMENT; REASONABLE LIMITATIONS** - The Board encourages and welcomes public comment on all items on the Board's agenda and, during the public comment period, on any matters not on the Board's agenda but within the subject matter jurisdiction of the Board. For reasons of efficiency, speakers will be limited to three (3) minutes each. No action shall be taken on any item not appearing on the agenda unless otherwise authorized by law.

## **Section 12. USE OF TELECONFERENCING FOR MEETINGS**

(a) As authorized by Government Code Section 54953(b), as may be amended from time to time, the Board may use teleconferencing in connection with any meeting or proceeding authorized by law and within the subject matter jurisdiction of the Board. Any and all costs associated with facilitating teleconferencing for any meeting or proceeding of the Board authorized by law shall be borne by the Authority. As defined by Government Code Section 54953(b)(4), "teleconference" means "a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both."

(b) In accordance with any provision of applicable Federal or State law or regulation to the contrary, as such may be amended from time to time, teleconferencing is available to all members of the Board so long as a quorum of the members of the Board participate in the Board meeting from the same or different locations within the geographic boundaries of the Authority. As set forth in Government Code Section 54953(b), as may be amended from time to time, each teleconference location must meet all of the following requirements:

- (1) Be accessible to the public.
- (2) Be identified in the Board meeting notice and agenda.
- (3) Be posted with the Board meeting agenda.
- (4) Allow members of the public, including but not limited to, residents of the Authority, to address the Board.
- (5) Take all Board votes by roll call.

(c) The Board shall conduct teleconference meetings in accordance with the Ralph M. Brown Act and any other applicable provisions of law.

## **ARTICLE IV AMENDMENTS**

**Section 1. AMENDMENTS TO BYLAWS** - The Bylaws of the Authority shall be amended only with the approval of a majority of the Commissioners empowered to vote at a regular

or a special meeting, but no amendment shall be considered unless at least five (5) days written notice thereof has been previously given to all members of the Board.

## **ARTICLE V MISCELLANEOUS**

**Section 1. INDEMNIFICATION** - To the fullest extent permitted by law, the Board may authorize indemnification by the Authority of any person who is or was a member of the Board, officer, employee or other agent of the Board, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member of the Board, officer, employee or other agent of the Authority, against expenses, judgments, fines settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Adopted: January 14, 2020

Resolution No. 2020-75

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

**January 10, 2023**

**FROM**

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

**SUBJECT**

Executive Director's Report for January 10, 2023

**RECOMMENDATION(S)**

Receive the Executive Director's Report for January 10, 2023.  
(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 December 21, 2022.

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

**January 10, 2023**

**FROM**

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

**SUBJECT**

Board Building Presentation for January 10, 2023

**RECOMMENDATION(S)**

Receive the board building presentation for January 10, 2023, an overview of the Housing Authority of the County of San Bernardino's agencywide Strategic Plan and an overview on the new Brown Act Provisions under AB 2449 and continued use of AB361.

(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 Strategic Plan and an overview on the new Brown Act Provisions under AB 2449 and continued use of AB361.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

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

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

**January 10, 2023**

## **FROM**

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

## **SUBJECT**

Agency-wide Strategic Plan

## **RECOMMENDATION(S)**

Adopt Resolution No. 171 approving the Housing Authority of the County of San Bernardino's agency-wide five-year Strategic Plan effective February 1, 2023.  
(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**

In 2008, the HACSB established a 30-year Strategic Plan; however, over the past 14 years, the organization has experienced multiple changes in governance structure; transitions in senior leadership; significant changes in federal goals around housing, resulting in changes in funding; and now has weathered a global pandemic. During this same time, the organization has received national attention for its success, accolades from peer organizations in the industry, and has been awarded some of the most cutting-edge opportunities for innovation offered to like agencies across the country. Some of these opportunities have resulted in expanding roles and demands on the organization and its team members. Given these varied factors, HACSB made a commitment to invest time and energy to evaluate and refine the Agency's organizational goals and strategies to ensure that they are in line with current and future needs, reflect the organization's values, respect the dynamic team who lives out the mission each day, and guide planning and operations in the years to come.

In March of 2020, the strategic planning process began with consultant Erin Phillips, a strategic planning facilitator; however, efforts were put on hold due to the pandemic. In the fall of 2021, HACSB re-engaged with Ms. Phillips, now with the firm Gonser Gerber, LLP, to continue the process. As a first step in the planning process, HACSB assembled a 12-member Strategic Planning Committee consisting of HACSB's senior leadership and other HACSB team members, providing representation of various departments and/or positions in the agency. Next, the consultant conducted a thorough analysis of the agency by gathering information in several ways. The research methods conducted were the following:

- Six focus groups comprised with approximately 40 HACSB staff and the Board of Commissioners.
- Five Informational Interviews with HACSB staff representing various departments.

- An online survey was distributed to all HACSB staff, the Board of Commissioners, HACSB residents/participants, and agency partners, resulting in 205 responses received.

Through this collaborative design model to strategically plan for the future of the agency, Aspirational Statements were developed by the Strategic Planning Committee based on feedback derived from staff, Board of Commissioners, partners, and program participants/residents. Aspirational Statements were based on five different themes and reflect who we aspire to be or become as an agency. These aspirational statements were first shared with the Board of Commissioners at the September 13, 2022 meeting for initial feedback.

Aspirational Statements
<b><i>Over the next five years, the Housing Authority of the County of San Bernardino aspires:</i></b>
<i>To ensure that our agency's culture empowers and values our <b>team</b> through effective communication, learning opportunities, work life balance, professional development, and a shared passion for the mission.</i>
<i>To be known as a trusted provider of safe, dignified, and desirable homes and environments that enrich and add value to the <b>community</b>.</i>
<i>To pursue continued <b>financial stability</b>, monitoring, and accountability as stewards of limited funding.</i>
<i>To utilize research and technology to drive <b>innovative</b> programming and operational processes that allow us to be more responsive and result in the advancement of the families we serve.</i>
<i>To create, build and utilize <b>partnerships</b> that provide opportunities and create a meaningful difference in the lives of the families that we serve, maximizing our resources by mobilizing the talents of our community partners.</i>

In order to add the details to each Aspirational Statement, the Strategic Planning Committee sought volunteers to form five Aspirational Teams, a team to work on each of the Aspirational Statements. These teams were comprised of approximately 51 HACSB employees from across the agency. Each team worked together to develop specific goals, objectives and actions for the respective Aspirational Statement. In the attached document, the Strategic Plan contains specific goals highlighted in yellow. These highlighted goals are identified as priority first-year goals.

After over a year of feedback and collection of information, staff is proud to bring forward for recommended approval the agency's new five-year Strategic Plan.

#### **PROCUREMENT**

Not applicable.

#### **REVIEW BY OTHERS**

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

**HOUSING AUTHORITY RESOLUTION NO. 2023-171**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO APPROVING THE AGENCY-WIDE FIVE-YEAR STRATEGIC  
PLAN EFFECTIVE FEBRUARY 1, 2023.**

**RECITALS**

**WHEREAS**, the Housing Authority of the County of San Bernardino (HACSB) in 2008 established a 30-year plan to address affordable housing; and

**WHEREAS**, HACSB over the past 14 years has experienced multiple changes in governance structure; transitions in leadership; has endured significant changes in federal goals around housing resulting in changes in funding, including a global pandemic; and

**WHEREAS**, HACSB desired to evaluate and refine organizational goals and strategies in line with today's needs, reflect the organization's values, respect the dynamic team who lives out the mission each day, and guide planning and operations in the years to come; and

**WHEREAS**, HACSB has developed its agency-wide five-year Strategic Plan effective February 1, 2023.

**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 HACSB's agency-wide five-year Strategic Plan, 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, Month Date, Year.

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Secretary





## The Housing Authority of the County of San Bernardino Strategic Plan

Effective February 1, 2023 – September 30, 2027

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### Mission:

The Housing Authority of the County of San Bernardino (HACSB) empowers all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County.

### Vision:

HACSB is committed to creating a world in which all people have a stable and enriched quality of life.

### Values:

Respect – Integrity – Service – Safety – Innovation

### Aspirational Statements:

Through a collaborative design model to strategically plan for the future of the agency, Aspirational Statements were developed based on feedback derived from HACSB staff, HACSB Board of Commissioners, partners, and program participants/residents. Aspirational Statements reflect who we aspire to be or become as an agency.

Over the next 5 years, the Housing Authority of the County of San Bernardino is committed to the following Aspirational Statements:

**Aspirational Statement #1: To ensure that our agency's culture empowers and values our team through effective communication, learning opportunities, work life balance, professional development, and a shared passion for the mission.**

- Goal 1 – Employees work/life balance is considered in the decision making and activities provided for staff.
- Goal 2 – The work environment is collaborative, diverse, equitable, and inclusive, and offers opportunities for interaction.
- Goal 3 – Maintain a workplace that attracts and retains employees who are aware of, engaged and inspired by the mission of the agency.
- Goal 4 – Internal communication avenues are available for dissemination of information throughout the agency.
- Goal 5 – Opportunities for growth and learning are available and communicated to staff.

**Aspirational Statement #2: To be known as a trusted provider of safe, dignified, and desirable homes and environments that enrich and add value to the community.**

- Goal 1 – Create a Road Map for real estate developments.
- Goal 2 – Develop and implement an internal Repair and Replacement plan that assesses and prioritizes the needs of all properties and establish a finance plan to fund these needs.
- Goal 3– Ensure that leasing efforts align with voucher/funding utilization for all rental assistance programs.
- Goal 4 – Develop a Community Awareness Plan to overcome stigma, focusing on educating the public and our residents on the success of HACSB developments and ways our specific mission and programs add value to the community.
- Goal 5 – Enhance and expand on-site services to the larger community.
- Goal 6 – Enhance a warm welcoming environment at offices across the agency.

**Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.**

- Goal 1 – Identify and establish markers to measure financial stability, including appropriate reserves.
- Goal 2 – Establish a roster or active funding sources within the philanthropic community.
- Goal 3 – Identify, reorganize, and implement financial processes to assist in monitoring HACSB’s major programs and portfolio.
- Goal 4 – Identify, establish, and monitor financial performance benchmarks.
- Goal 5 – Create additional net income.
- Goal 6 – Expand the energy savings activities of the agency.

**Aspirational Statement #4: To utilize research and technology to drive innovative programming and operational processes that allow us to be more responsive and result in the advancement of the families we serve.**

- Goal 1 – Research, implement, and maintain technology to improve service delivery and enhance external communication.
- Goal 2 – Use software systems to enhance, streamline, and increase productivity.
- Goal 3 – Use Moving to Work flexibilities and research-informed policy decisions to drive and expand innovation.

Aspirational Statement #5: To create, build and utilize partnerships that provide opportunities and create a meaningful difference in the lives of the families that we serve, maximizing our resources by mobilizing the talents of our community partners.

- Goal 1 – Create an internal partnership management structure that supports, strengthens, and evaluates partnerships to improve program outcomes.
- Goal 2 – Work alongside customers and staff to identify resource needs, gaps, and priorities to focus our pursuit of partnerships that most effectively address our customers' needs.
- Goal 3 – Implement communication methods and tools that inform and recruit customers/partners, as well as increase engagement in programs/services.
- Goal 4 – Create routine and regular engagement opportunities that improve connections between resource providers and customers.

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

**January 10, 2023**

## **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. 172 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 2023 MTW Annual Plan that added Activity #29 Moving On Strategy and made a minor change to the local project-based voucher program activity. 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.

## **PROCUREMENT**

Not applicable.

Revisions to the Administrative Plan Governing the Housing Authority of the County of San Bernardino's Rental Assistance Programs  
January 10, 2023

**REVIEW BY OTHERS**

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

**HOUSING AUTHORITY RESOLUTION NO. 2023-172**

**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 new and 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, January 10, 2023.

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Secretary

### Summary of Administrative Plan Changes, January 10, 2023

<b>Section</b>	<b>Topic</b>	<b>Change</b>
2.1.3.1.3	Special & Targeted Program Admissions - Moving to Work Activities	Adds Continuum of Care (CoC) households identified under the Moving On Strategy as eligible for special admission to the Streamlined Lease Assistance program in accordance with the FY 2023 Moving to Work (MTW) Annual Plan
3.3	Applicant Family Break Up	Adds option for the transfer of an application to the spouse, cohead or other adult if the head of household wishes to voluntarily relinquish the application to remaining household members
3.11.2	Housing Services Program Determination - Streamlined Fixed Lease Assistance for Elderly/Disabled Families	Establishes that participants identified for the Moving On Strategy will be placed in the Streamlined Fixed Lease Assistance for Elderly/Disabled Families program upon admission
6.4.2	Calculation of Housing Authority Subsidy & Family Rent Share – Streamlined Fixed Lease Assistance for Elderly/Disabled Families	Provides that CoC participants transitioning to Streamlined Fixed Lease Assistance under the Moving On Strategy will have their family rent share calculated using the higher of 24% of the monthly income, baseline rent, or the minimum rent as detailed in the FY 2023 MTW Annual Plan
6.4.7.2	Temporary Hardship Exemptions	Adds language that medical expenses eligible for the temporary hardship are those defined under IRS Publication 502
9.3	Eligible Types of Housing	Adds Accessory Dwelling Units (ADUs), which are otherwise known as grannie flats, to the list of eligible housing units if there are finalized permits
9.4	Ineligible Types of Housing	Revises language to require finalized permits for structures that have been converted to residential housing, such as hotels/motels or garages
11.5.1	Payment Standards for the Housing Services Program – Term-Limited Lease Assistance, Streamlined Lease Assistance, and Veterans Affairs Supportive Housing (VASH) Programs	Adds language allowing persons with disabilities to request an exception payment standard as a reasonable accommodation in accordance with HUD requirements
11.5.2	Traditional, Regulatory Assistance for Special Purpose Programs	Adds clarification that HUD approval is not required for exception payment standard requests above 120 percent of FMR under the HOPWA program



### Summary of Administrative Plan Changes, January 10, 2023 (continued)

<b>Section</b>	<b>Topic</b>	<b>Change</b>
20.10	Local Project-Based Voucher Subsidy for Tax Credit Developments	Clarifies that only one hardship exemption may be approved within a 12-month period and approval is subject to funding availability  Deletes section about using the TCAC recertification for HACSB's recertification due to delays caused by this process
20.18.2	Other Moves	Adds clarification that a PBV participant may request a tenant-based voucher to move after two years and a RAD participant after one year, and moving prior to satisfying the initial occupancy requirement will result in termination of assistance
20.21	Payments to Owner	Adds information about the treatment of zero HAP families in the project-based voucher program
20.22	Adding, Substituting and Removing Units from HAP Contract	Adds language from the FY 2023 MTW Annual Plan that allows project-based voucher units to remain under HAP contract when HAP payments have not been made for more than 180 days.

## Housing Authority of the County of San Bernardino

### Housing Services Program Administrative Plan

Revised: ~~September 2022~~ January 2023

#### 2.1.3.1 Special Purpose Program Admissions

Special purpose funding or Moving to Work activities with specific eligibility criteria may be implemented by the Housing Authority. Such housing assistance funding shall be for the individuals and families indicated in the federal, State or local requirements, rules, and regulations for each program. In some cases, use of the tenant-based waiting list is required, or a separate waiting list must be established.

##### 2.1.3.1.1 Mainstream Program

Families will be selected from the general tenant-based voucher wait list based on their eligibility for the Mainstream program, wait list position (application sequence or lottery number), and applicable local preferences. Families may apply for assistance (by applying directly to the wait list or through a referral from a partner agency) at any time when the tenant-based voucher wait list is open. If the general tenant-based voucher wait list is closed and does not have enough applicants to fill the available funding, the Housing Authority may open the wait list only to applicants who qualify for the Mainstream Program.

##### 2.1.3.1.2 Referral Based Special Purpose Programs

Other special purpose programs are referral based and families may be admitted outside of the waiting lists. A referral based special purpose program may be either a tenant-based or project-based program. Subject to available funding, families are admitted through referrals from designated partners on a first come, first served basis for certain programs, including, but not limited to:

- Continuum of Care (formerly known as Shelter Plus Care)
- Housing Opportunities for People With AIDS (HOPWA)
- Veteran's Affairs Supportive Housing (VASH)
- Family Unification Program (FUP)
- Emergency Housing Vouchers (EHV)

##### 2.1.3.1.3 Moving to Work Activities

The following HUD approved Moving to Work activities are non-waiting list special admissions:

- Local Disaster Short-Term Rental Assistance Program<sup>6</sup>
- No Child Left Unsheltered Program<sup>7</sup>

<sup>6</sup> The FY 2017 Moving to Work Annual Plan, Amendment 1 included Activity 26: Local Disaster Short-Term Rental Assistance Program.

<sup>7</sup> The FY 2014 Moving to Work Annual Plan Included Activity 27: No Child Left Unsheltered program. Families may be referred to the program as special admissions or placed onto a waiting list.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~September 2022~~ January 2023

- CoC households identified as eligible for the Moving On Strategy<sup>8</sup>

### 2.1.3.2 HUD Special Admissions (Non-Waiting List) [24 CFR 982.203]

The Housing Authority may admit certain types of families outside of the waiting list process. These families do not have to qualify for any preference, are not required to be on the program waiting list and are not required to be referred by an outside entity. The Housing Authority will maintain separate records of these admissions. The following are examples of types of program funding that may be designated by HUD for families living in a specified unit:

- A family displaced because of demolition or disposition of a public or Indian housing project;
- A family residing in a multifamily rental housing project when HUD sells, forecloses, or demolishes the project;
- For housing covered by the Low Income Housing Preservation and Resident Homeownership Act of 1990;
- A family residing in a project covered by a project-based contract at or near the end of the contract term; and
- A non-purchasing family residing in a HOPE 1 or HOPE 2 project.

### **2.1.4 Portability Vouchers from Other Public Housing Authorities**

Under portability, families from other housing authorities may become participants in HACSB's Housing Services program. Families who port in from other housing authorities do not apply for the waiting list.

### **2.1.5 Transfers from Other HACSB Programs**

In order to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities, the Housing Authority may relocate a family that is a current participant in any HACSB subsidized housing programs, including but not limited to: Affordable Housing Program or Housing Services program, with a disabled head of household or family member, to another HACSB housing program. Examples include:

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<sup>8</sup> The FY 2023 Moving to Work Annual Plan included Activity 29: Moving On Strategy detailing process for Continuum of Care participants identified for a voluntary transfer to Streamlined Lease Assistance to be evaluated by the Department of Behavioral Health (DBH) and HACSB for readiness and post-transition rent burden.

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~September 2022~~ January 2023

### 3.2.1.3 Group of Persons

A group of persons is considered a family. This includes two (2) or more persons sharing residency, who are not categorized as an elderly or disabled family, whose income and resources are available to meet family needs. A single person who is pregnant or in the process of adopting or securing legal custody of any individual under the age of eighteen (18) is considered a group of two (2) for the purpose of this definition.

### 3.2.1.4 A Single Person

A single person family is one comprised of a single person who lives alone, or intends to live alone, who is not categorized as elderly, disabled, or the remaining member of a tenant family.

## 3.3 Applicant Family Break Up [24 CFR 982.315]

When a family on the waiting list breaks up into two (2) otherwise eligible families, only one (1) of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

In the absence of a judicial decision or an agreement among the original family members concerning the disposition of the application, the Housing Authority will determine which family will retain their placement on the waiting list. In making its determination, the Housing Authority will review which family member(s) will retain the application in the following priority order:

1. The domestic violence victim if separation is due to actual or threatened incidents of domestic violence, dating violence, sexual assault or stalking.
2. Which family member applied as head of household.
3. Which members were part of the household at the time of application.
4. Which family member retains the youngest child.

If the head of household dies while on the waiting list, the Housing Authority may transfer the application to a spouse, cohead or other adult household member if that person is listed on the application. If the head of household wishes to voluntarily relinquish the application to remaining household members, the Housing Authority may transfer the application to a spouse, cohead or other adult if that person is listed on the application, and the head of household's request is received prior to the application being selected from the waiting list. The application cannot be transferred to an individual listed as a live-

in aid on the application. The remaining applicant family must meet the eligibility criteria for the specific program that they are applying for.

The Housing Authority may request supporting documentation for any of the above factors.

### **3.4 Multiple Families in the Same Household**

When families consisting of two (2) families living together (such as a mother and father, and a daughter with her own husband or children), apply together as a family, they will be treated as a one (1) family unit.

### **3.5 Joint Custody of Children**

Dependents that are subject to a joint custody arrangement will be considered a member of the family, if they live with the applicant or participant family fifty-one percent (51%) or more of the time. When more than one (1) applicant or participant family is claiming the same dependents as family members, the family with primary custody at the time of the initial examination or recertification will be able to claim the dependents. If there is a dispute about which family should claim them, the Housing Authority will make the determination based on available documents such as court orders, school records or an IRS return showing which family has claimed the child for income tax purposes. Under no circumstances will a family member be permitted to reside in multiple properties assisted under the 1937 Housing Act.

### **3.6 Income Limitations [24 CFR 982.201(b) and 24 CFR 5.603(b)]**

HUD is required by law to set income limits that determine the eligibility of applicants for the Housing Services programs. The income limits are published annually and are based on HUD estimates of median family income in a particular area or county, with adjustments for family size.

#### **3.6.1 Income Eligibility**

To be eligible for assistance, an applicant must be:

1. An extremely low-income family (a family whose gross annual income does not exceed thirty percent (30%) of the established median income for the Riverside-San Bernardino Metropolitan Statistical Area); or
2. A very low-income family (a family whose gross annual income does not exceed fifty percent (50%) of the median income for the Riverside-San Bernardino Primary Metropolitan Statistical Area); or

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## Housing Services Program Administrative Plan

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An applicant will be denied admission for criminal and drug related history in accordance with the policies described in Chapter 15.

### 3.11 Housing Services Program Determination

Once all eligibility factors have been confirmed, the Housing Authority will determine the Housing Services program for which the family qualifies. Program determination criteria are described in this section.

#### 3.11.1 Term-Limited Lease Assistance

All applicants admitted after January 1, 2012, who are not elderly or disabled families are required to participate in the Term-Limited Lease Assistance program. All port-in families, families exercising mobility through the Project-Based Voucher program, non-legacy families in Rental Assistance Demonstration (RAD) units exercising mobility who are briefed on or after November 1, 2017, or as soon as practicable thereafter, and the former Upland Housing Authority waiting list applicants who are pulled on or after July 1, 2017, are required to participate in the Term-Limited Lease Assistance Program. No Child Left Unsheltered (career-abled) families admitted on or after October 1, 2019, will transition to the Term-Limited Lease Assistance Program at the conclusion of the initial two-year period. Exceptions to this policy may be made for families exercising portability or mobility through a VAWA accommodation. For the purpose of this program, a non-elderly family is one in which the head of household, spouse or cohead is fifty-six (56) years of age or younger. A non-disabled family is one in which the head of household, spouse or cohead is not disabled.

#### 3.11.2 Streamlined Fixed Lease Assistance for Elderly/Disabled Families

The households that will be admitted to the Streamlined Fixed Lease Assistance for Elderly/Disabled Families include:

- All elderly/disabled applicants for Housing Services programs (excluding Term-Limited Lease Assistance eligible families) who are selected from the waiting list after -February 1, 2015, ~~including~~
- Incoming portability households for which HACSB bills the initial PHA, ~~and~~
- ~~e~~Elderly/disabled families admitted under the No Child Left Unsheltered program criteria,
- Moving On Strategy program criteria for Continuum of Care households,
- ~~s~~Sponsor-based project-based voucher program criteria, ~~or f~~

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

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- ~~Former Upland Housing Authority elderly/disabled families transferred through the HUD approved voluntary transfer on July 1, 2017 will participate in the Streamlined Fixed Lease Assistance for Elderly/Disabled families program.~~

-For the purpose of this program, an elderly family is one in which the head of household, spouse or cohead is fifty-seven (57) years of age or older. A disabled family is one in which the head of household, spouse or cohead is disabled.

No Child Left Unsheltered elderly/disabled families, admitted on or after October 1, 2019, will be transitioned to the Streamlined Fixed Lease Assistance program after two years of participation in the No Child Left Unsheltered program.

### 3.11.2.1 Mainstream Vouchers

The Mainstream Voucher Program was developed to provide rental assistance to persons with disabilities who are seeking suitable, affordable, and accessible housing in the private market. Vouchers awarded under the Mainstream 811 NOFA are administered using the same rent calculation methods as the Streamlined Fixed Lease Assistance program.

### 3.11.3 Streamlined Tiered Lease Assistance for Career-Focused Families

All non-elderly and non-disabled participants who received assistance prior to January 1, 2012 and have a recertification effective date of February 1, 2015 or later, including incoming portability families for which HACSB bills the initial PHA, families assisted under the No Child Left Unsheltered program criteria (admitted prior to October 1, 2019), families assisted under the sponsor-based project-based voucher program criteria, current project-based voucher participants, and/or former Upland Housing Authority career focused families transferred through the HUD approved voluntary transfer on July 1, 2017 will participate in the Streamlined Tiered Lease Assistance for Career Focused Families program as of their recertification date.

### 3.11.4 Streamlined Fixed Lease Assistance for Career-Focused Families<sup>10</sup>

All non-elderly and non-disabled families admitted under the project-based voucher program and sponsor-based project-based voucher program after January 1, 2017, will participate in the Streamlined Fixed Lease Assistance for Career-Focused Families program. Current project-based voucher and sponsor-based voucher participant families who no longer qualify for Streamlined Fixed Lease Assistance for Elderly/Disabled

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<sup>10</sup> HACSB's 2016 MTW Plan included revisions to Activity 22: Streamlined Lease Assistance, to add Streamlined Fixed Lease Assistance for Career-Focused Families.



# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

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annual income, and (4) do not exceed the earned income received by the family member who is enabled to work.

For families who qualify for both medical and disability expenses deduction, when expenses anticipated by a family could be defined as either medical or disability assistance expenses, the Housing Authority will consider them medical expenses unless it is clear that the expenses are incurred exclusively to enable a person with disabilities to work.

### **6.4 Calculation of Housing Authority Subsidy and Family Rent Share**

Each Housing Services program determines the Housing Authority subsidy and family rent share differently. Family rent share describes the amount of rent for which a family is responsible. This previously was known as “Total Tenant Payment.” This section describes the calculation for each program.

#### **6.4.1 Term-Limited Lease Assistance Program**

For families initially leasing under this program prior to November 1, 2017, or as soon as practicable thereafter, the Housing Authority subsidy will be the smaller of the contract rent or fifty percent (50%) of the applicable payment standard, whichever is lower, and the Housing Authority will provide that amount to the owner. The participant is responsible for the balance of the rent. No families will be enrolled into this fixed-subsidy component after November 1, 2017 (or as soon as practicable thereafter).

For families initially leasing under this program with a briefing date on or after November 1, 2017, or as soon as practicable thereafter, including applicants pulled from the former Upland Housing Authority waiting list on or after July 1, 2017, the Housing Authority subsidy and family rent portion shall be calculated using the same methodology established via the Streamlined Fixed Lease Assistance for Career-Focused Families Program.

#### **6.4.2 Streamlined Fixed Lease Assistance for Elderly/Disabled Families Program**

For families initially briefed in this program on or before December 31, 2018 or admitted under the Moving On Strategy<sup>22</sup>, HACSB will calculate family rent share by selecting the largest of twenty-four percent (24%) of monthly annual income, the baseline rent, or the minimum rent. For families initially briefed in this program on or after January 1, 2019, (or as soon as practicable thereafter) HACSB will calculate family rent share by selecting the

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<sup>22</sup> The FY 2023 Moving to Work Annual Plan included Activity 29: Moving On Strategy establishing the family's rent share as the greater of 24% of their gross income, the minimum rent or baseline rent.



# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

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largest of thirty percent (30%) of monthly annual income, the baseline rent, or the minimum rent. The minimum rent is \$125 for the Streamlined Fixed Lease Assistance program. If the family is leasing a unit that is larger than their approved subsidy standard size and the family chooses to remain in the unit at program implementation\_or has chosen to rent a unit that is larger than their approved subsidy standard size while on the program, the family will pay the difference between the amount the Housing Authority will pay under the Streamlined Fixed Lease Assistance Program on behalf of the family and the contract rent. This also applies to the former Upland Housing Authority (UHA) elderly/disabled families as a result of the voluntary transfer on July 1, 2017, with a recertification date of January 1, 2018, or later; future Plan references to Streamlined Fixed Lease Assistance families will also apply to these former UHA families.

### **6.4.3 Streamlined Tiered Lease Assistance for Career-Focused Families Program**

For existing SLA participants and families initially leasing under this program, the Housing Authority has established a tiered rent schedule in the Streamlined Tiered Lease Assistance Program for Career Focused Families Program. The family rent share will be calculated based on which of the following is greater:

1. Larger of the applicable rent tier percentage multiplied by monthly annual income, or
2. The highest family rent share previously calculated for the family (the baseline rent); or
3. The minimum rent. (The minimum rent is \$125 for the Streamlined Tiered Lease Assistance program).

The rent tier starts at thirty percent (30%) of monthly annual income and may increase three percent (3%) at every regularly scheduled biennial recertification to a maximum rent tier of thirty-six percent (36%) of monthly annual income at the Housing Authority's discretion. A family's rent share may never drop below the highest family rent share amount. Examples of rent tiers are included in the chart below:

THE BELL FAMILY (EXAMPLE)				
	First Biennial Recertification (30%)	Second Biennial Recertification (33%)	Third Biennial Recertification (36%)	Fourth Biennial Recertification (36%)
<b>Bell Family Monthly Annual Income</b>	\$300	\$300	\$1200	\$700
<b>Bell Family Rent Share</b>	\$125	\$125	\$432	\$432

# Housing Authority of the County of San Bernardino

## Housing Services Program Administrative Plan

Revised: ~~September 2022~~ January 2023

depending upon the family's admissions date to determine the new monthly rent share. For families participating in the Streamlined Tiered Lease Assistance for Career-Focused Families program, the new monthly income will be multiplied by the most recent tiered rent percentage established at recertification to determine the new monthly rent share.

### 6.4.7.2 Temporary Hardship Exemptions

HACSB also recognizes that certain hardships may exist on a temporary basis. The temporary relief that HACSB will offer families depends on the type of hardship being experienced by the family. Families initially leasing under the Streamlined Lease Assistance program may qualify for a temporary hardship exemption upon verification the family has no household income. To be considered for a hardship exemption, a written request must be submitted to the Housing Authority. No more than one temporary hardship exemption request may be received within a 12-month period. The table below describes each type of temporary hardship exemption that may be approved by HACSB.

Temporary Hardship Reason	Temporary Hardship Exemption Relief
Unforeseen involuntary loss of employment; or unforeseen complete loss of income due to major illness as determined by a medical professional. Period of income loss must be anticipated to exceed 30 consecutive days following the date of receipt of the written request.	Family's income will be recalculated and for up to 6 months the family's rent will be based upon most recent percentage established at recertification or the minimum rent, whichever is higher. HACSB will provide a 30-day notice that the rent will revert to the previous rent amount at the end of the approved term. The family's income will not be re-reviewed until the next recertification. The exemption period can be extended up to six additional months if the length of the illness is longer than the initial term.
Significant medical expenses over \$2,500 for single medical event for Streamlined Fixed families only. <u>Medical expenses are defined as eligible medical and dental expenses under IRS Publication 502.</u>	Family's income will be recalculated at a 5% reduction to the fixed percentage and for 6 months the family's rent will be based upon that percentage or the minimum rent, whichever is higher.
Unforeseen involuntary permanent loss of income for an adult family member who is attending high school.	Family's income will be recalculated and for 6 months the family's rent will be based upon most recent percentage established at recertification or the minimum rent, whichever is higher. HACSB will provide a 60-day notice that the rent will revert to the previous rent amount at the end of the 6 months. The family's income will not be re-reviewed until the next recertification.

If the temporary hardship is due to loss of income, the income of the family member, who experienced the income loss, will be removed from the family income, and the rent amount will be based on the remaining family income. Because the family is not required to report interim income changes, the source of income to be removed under the hardship exemption may differ from the reported income change. At the end of the exemption period, the income that had been removed will be added back to the family income and will not be recalculated. If a recertification occurs during the hardship exemption period, the hardship exemption for the affected family member will remain until the end of the approved hardship period. However, the income of other family members will be updated at recertification.

For example, the last reported income may have been self-employment of \$1,000 per month. However, since the last recertification the family member ended self-employment and started receiving a regular wage of \$2,000 per month. This interim change was not required to be reported by the family. Now, the family is reporting an unforeseen, involuntary loss of employment. The hardship exemption would remove the \$1,000 per month self-employment from the family income, and after six months the \$1,000 would be added back to the family income.

### 6.4.7.3 Pre-Implementation and Program Transfer Hardship Exemptions

Prior to implementation of the Streamlined Lease Assistance (SLA) programs and transfers to SLA from other programs, HACSB will conduct a detailed data analysis. As part of that data analysis, certain households may be likely to experience a disproportionate impact as the result of the implementation or program transfer. A temporary hardship exemption would allow the family to maintain their previous total family rent share for up to six (6) months. HACSB would send a sixty (60) day notice that the family would be subject to the new streamlined calculation at the end of six (6) months. For those families that are currently renting a unit that is larger than their approved subsidy standard HACSB will offer these families either the opportunity to move or the opportunity to have a temporary hardship exemption.

### 6.4.8 Traditional, Regulatory Assistance for Special Purpose Programs

The family rent share for a household is determined by using the largest of the following: ten percent (10%) of Monthly Annual Income, thirty percent (30%) of Monthly Annual Adjusted Income or the applicable minimum rent. Family rent share also considers whether the family has rented a unit whose contract rent is above the payment standard. Any amount over the payment standard must be paid for by the family and cannot be subsidized by the Housing Authority.

### 9.3 Eligible Types of Housing [24 CFR 982.352]

There are a number of criteria that a dwelling unit must meet in order to be eligible for assistance under the Housing Services Program. Generally, a family may choose any available rental dwelling unit on the market in the Housing Authority's jurisdiction. This includes the dwelling unit they are currently occupying. The Housing Authority may approve any of the following types of housing:

- Single-family dwellings, including condos and townhouses;
- Manufactured homes and space for rent (the Housing Authority may also provide assistance for a family that owns the manufactured home and leases only the space). The rent calculation for space rent is included in Chapter 11.5;
- Multifamily dwellings (apartment buildings);
- Accessory Dwelling Units (ADUs) with finalized permits;
- Shared housing (a single housing unit occupied by an assisted family and another resident or residents); and
- Housing Authority owned units which are not subsidized by the Housing Authority (subject to HUD-prescribed requirements).

A family may own a rental unit but cannot reside in it while being assisted. The Housing Authority may not permit a family to lease a unit which is receiving project-based assistance or any duplicative rental subsidies.

### 9.4 Ineligible Types of Housing [24 CFR 982.352(a)]

The Housing Authority will not approve:

- A unit occupied by the owner or by any person with an interest in the unit, except for a:
  - manufactured home that is owned by the family but leases only the space. Under this circumstance, the Housing Authority will approve the unit; or
  - shared housing arrangement as long as the owner is not a member of the participant's household or related by blood or marriage to the participant;
- Nursing homes, board and care homes, or facilities providing continual psychiatric, medical or nursing services;
- College or other school dormitories;

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- Units on the grounds of penal, reformatory, medical, mental, and similar public or private institutions<sup>37</sup>;
- ~~Structures that have not been properly converted.~~, such as hotels/motels or garages, that have been converted to residential housing ~~Owners will be required to provide~~without finalized permits for all conversion work ~~when the integrity and/or soundness of structure is in question~~;
- Converted garages or other structures not intended to be living areas; or
- Any other types of housing prohibited by HUD.

With the exception of VASH program participants or participants with an approved reasonable accommodation, HACSB will not approve the following special housing types: single room occupancy (SRO), congregate housing, group home, and cooperative housing.

### 9.5 Restrictions on Renting to a Relative [24 CFR 982.306]

Assisted families will not be allowed to rent a unit from an owner (including a principal or other interest party) who is a spouse, parent, child, grandparent, grandchild, sister or brother, aunt, uncle, niece or nephew and/or cousin, of any member of the family or step-family, including in-law relationships, unless the Housing Authority has determined (and has notified the owner and the family of such determination) that approving rental of the unit, notwithstanding such relationship, would provide reasonable accommodation for a family member who is a person with disabilities. A determination of whether the owner is a relative to the assisted family will be at the sole discretion of the Housing Authority.<sup>38</sup>

The Housing Authority will review all such requests on a case-by-case basis. The family will be required to provide documentation of disability and how the particular unit, owned by the relative, could benefit the disabled person. Owners must provide the current physical address of their residence (not post office box). If families lease properties owned by relatives, the owner's current address will be compared to the subsidized unit address. Owners must provide a Taxpayer Identification Number or Social Security number and may also be required to provide a copy of their driver's license or other photo identification. In addition, the Housing Authority may request a copy of the owner's

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<sup>37</sup> HUD regulations allow HUD-VASH families to live on the grounds of a VA facility in units developed to house homeless families.

<sup>38</sup> Under the Moving to Work Demonstration the Housing Authority has replaced HUD's Housing Assistance Payments (HAP) Contract with the HACSB HAP Contract and Lease Assistance Payment (LAP) Contract. These contracts also specify the Housing Authority's definition of relatives.

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facilities are private versus shared, HACSB may provide additional consideration when determining the reasonable rent.

### **11.4 Payment Acceptance and Certification**

Owners will be advised that by accepting each monthly payment from the Housing Authority s/he will be certifying that the rent to owner is not more than rent charged by owner for comparable unassisted units in the premises. If requested, the owner must provide to the Housing Authority information on rents charged by the owner for other units in the premises or elsewhere. The Housing Authority will only request information on the owner's units elsewhere if the Housing Authority has cause to demonstrate that the owner has a tendency to charge higher rents to program participants or if needed for rent reasonableness comparables.

### **11.5 Payment Standards for the Housing Services Program [24 CFR 982.4]**

The payment standard is used to calculate the housing assistance payment for a family. *Payment standard* is defined as "the maximum monthly assistance payment for a family assisted in the program (before deducting the total tenant payment by the family)."

The payment standard for a family is the lower of (1) the payment standard for the family unit size, which is defined as the appropriate number of bedrooms for the family under the Housing Authority's subsidy standards or (2) the payment standard for the size of the dwelling unit rented by the family. The payment standard for space rent is equal to the family unit size under the subsidy standards.

#### **11.5.1 Term-Limited Lease Assistance, Streamlined Lease Assistance, and Veterans Affairs Supportive Housing (VASH) Programs**

This section applies to new admissions and changes of unit under the Veterans Affairs Supportive Housing (VASH) program effective January 1, 2021, or as soon as practicable thereafter.

The Housing Authority has established a comprehensive payment standard schedule that is based on rental submarkets in the County of San Bernardino.<sup>41</sup>

At least annually, the Housing Authority will review the local payment standards. The agency may subsequently increase or decrease the payment standards. Payment standard increases will generally be applied at the participant's first recertification which

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<sup>41</sup> The FY 2009 Moving to Work Annual Plan including Activity 12: Local Payment Standards which authorized the creation of local payment standards for the County of San Bernardino.



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occurs after the Housing Authority adjustment. However, an increase to the Local Payment Standards will not be automatically applied at recertification if the participant has leased a unit that is larger than their approved voucher subsidy size (“over-housed” participants). Increases to the Local Payment Standards will apply to over-housed participants only if a rent increase is requested by the landlord and approved in accordance with HACSB’s rent reasonableness policies. For operational or fiscal purposes, the Housing Authority may apply the redetermined payment standards prior to the next recertification.

Before increasing the payment standard, the Housing Authority may review the budget to determine the impact projected subsidy increases would have on funding available for the program and the number of families served. For this purpose, the Housing Authority will compare the number of families who could be served under a higher payment standard with the number assisted under current payment standards.

If the payment standard is reduced, the payment standard will remain unchanged for families that are under HAP contract when the payment standard reduction occurred.

An exception payment standard may be approved if necessary, as a reasonable accommodation for a family that includes a person with disabilities per Notice PIH 2013-26. The Housing Authority may approve an exception payment standard up to 120 percent of Fair Market Rent (FMR). HUD approval is required for an exception payment standard above 120 percent of FMR.

### ***11.5.2 Traditional, Regulatory Assistance for Special Purpose Programs***

This section does not apply to participants of the Veterans Affairs Supportive Housing (VASH) program admitted or changing units effective January 1, 2021 (see 11.5.1).

For participants in Traditional, Regulatory Assistance for Special Purpose Programs the payment standard schedule is based on HUD’s Fair Market Rents. The payment standard schedule is updated annually. Increases in the payment standard will be applied at the participant’s next annual recertification. Decreases in the payment standard will be applied at the participant’s second annual recertification after the effective date of the decrease.

For special purpose program families, the Housing Authority may approve a payment standard of up to 120 percent of FMR if required as a reasonable accommodation for a family that includes a person with disabilities per Notice PIH 2013-26. For the HOPWA

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program, HUD approval is not required for reasonable accommodation payment standard requests above 120 percent of FMR.

### **11.5.3 Shared Housing**

The payment standard for a family in shared housing is the lower of the applicable program's payment standard for the family unit size or the pro-rata share of the program's payment standard for the shared housing unit size. The pro-rata share is calculated by dividing the number of bedrooms available for occupancy by the assisted family in the private, non-shared space by the total number of bedrooms in the unit.

Example: Household contains 3 people and is issued a 2-bedroom FOA/voucher. The shared housing unit is a 3-bedroom and the family will be occupying 2 bedrooms:

- 2 Bedrooms for assisted family ÷ 3 Bedrooms in the unit .667 pro-rata share
- 2 BR payment standard: \$1,200
- 3 BR payment standard: \$1,695
- \$1,695 x .667 (pro-rata share) = \$1,131
- \$1,131 is lower than the \$1,200 payment standard for the 2 BR family unit size
- \$1,131 is the payment standard used to calculate the HAP

### **11.5.4 Emergency Housing Voucher Program**

For the Emergency Housing Voucher program, a separate payment standard schedule is used. The schedule groups the nine (9) local submarkets into three (3) regions. If any of the local submarket payment standards within the region exceed 120% of FMR, the highest local submarket payment standard will be used for the entire region. All other payment standards will be set between 90 – 120% of FMR.

### **11.6 Rent to Owner Increases**

As stated in the Tenancy Addendum, the owner must notify the Housing Authority at least sixty (60) days before the proposed effective date of any intended rent increase. The tenant must be notified in writing, and a copy of the written notice to the tenant must be submitted to the Housing Authority.

As authorized by the contract between the Housing Authority and the owner, the Housing Authority will not approve a rent increase if the contract is in abatement for owner-related inspection deficiencies. In accordance with the Tenancy Addendum and the contract, the Housing Authority will disapprove requests made during the initial term of a lease.

The Housing Authority will use the payment standards criteria as defined in 11.3 and rent reasonableness to determine the approval of a request for a rent increase. If necessary



10. Other services – any other services and resources, including case management, or reasonable accommodations for individuals with disabilities, that the HACSB determines to be appropriate in assisting families to achieve economic independence and self-sufficiency.

To qualify as in receipt of supportive services a family must have at least one member receiving at least one qualifying supportive service.

At the family's regularly scheduled recertification, HACSB will review documentation from the service provider or the owner indicating the family's continued compliance with the terms of the supportive services programs. Project owners will also be expected to provide some level of monitoring of the services provided. At HACSB's discretion, HACSB may request additional documentation of compliance with supportive service obligations.

Family Failure to Comply with Supportive Service Requirements: Failure without good cause by a family to complete or comply with its supportive service participation requirements may result in termination of the project-based assistance for that unit and may result in the termination of the lease by the project owner.

### **20.10 Local Project-Based Voucher Subsidy for Tax Credit Developments**

The Housing Authority may use a different tenant rent (TTP) and housing subsidy calculation for certain tax credit developments.<sup>75</sup> The TTP will be based on the applicable tax credit rent according to the unit size and target Adjusted Monthly Income (AMI) for the unit. The housing subsidy will be a fixed subsidy amount negotiated for each development. The target AMI will differ between developments but could be set at 30%, 50%, 60% AMI and/or other level.

The contract rent cannot exceed 110% of the Fair Market Rent (FMR). Contract rents may be increased on the anniversary date of the contract through an increase to the TCAC-published Tax Credit rents.

Effective November 1, 2021, applicants under this program must meet both minimum and maximum income criteria for the target AMI (income tier) to qualify at admission. The minimum income criteria is used to determine the affordability of the tenant rent portion,

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<sup>75</sup> The FY 2019 Moving to Work Annual Plan included Activity 27: Local Project-Based Voucher Subsidy for Tax Credit Developments. The activity changes the TTP calculation to create one based upon income bands, applying a flat TTP within each income band instead of basing the calculation of TTP on gross or adjusted income. Additionally, the Housing Authority will modify the housing subsidy calculation to provide a fixed subsidy.

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which cannot exceed 40% of the family's monthly gross income at admission.<sup>76</sup> The maximum income criteria is used to determine eligibility for the target AMI for the available unit. If the applicant's income exceeds the maximum income for the available unit, the applicant will be skipped until a unit within the applicable income tier becomes available. If the applicant's income exceeds the highest target AMI for the PBV units in the development, then the application will be denied.

After admission, a family may qualify for a six-month hardship exemption if tenant rent exceeds 40% of the family's monthly income. To be eligible for hardship exemption, the family must:

- Have a rent burden greater than 40% of gross monthly income. Rent burden is calculated as the household's monthly rent portion (the applicable tax credit rent) divided by the household's gross monthly income;
- Request the hardship exemption in writing in accordance with Housing Authority policies; and
- Be in compliance with Housing Authority policies, program rules, and regulations.

A six-month hardship exemption may be approved for the following reasons:

- The family experiences a death of a household member with income;
- Any income-earning member of the assisted family no longer remains in the unit;
- An elderly or disabled household experiences a permanent loss of income;
- Unforeseen and involuntary permanent loss of income for a family member under the age of 18;
- Unforeseen involuntary loss of employment;
- Unforeseen loss of income due to major illness as determined by a medical professional; or
- Unforeseen involuntary permanent loss of income for an adult family member who is attending high school.

If approved for a hardship exemption, the family's TTP will be equal to 40% of the family's gross monthly income for six months. Following the six-month period, the family will return to the AMI rent tier that applied to the family prior to the hardship. No more than one hardship exemption may be approved within a 12-month period, and approval is subject to funding availability.

~~HACSB will conduct annual reexaminations utilizing the annual TCAC recertification to determine the family's income and income band placement. The TCAC recertification will~~

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<sup>76</sup> The 2021 MTW Plan, Activity 27, was modified to include a minimum income requirement.

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~~determine the applicable tax credit rent portion (TTP). HACSB will not perform an independent recertification of the family's income.<sup>77</sup>~~

### 20.11 Reasonable Accommodation Program Transfers

In order to afford persons with disabilities an equal opportunity to obtain the same result, to gain the same benefit, or to reach the same level of achievement as those who do not have disabilities, the Housing Authority may use its available funds to relocate a family that is a current participant in the Housing Authority's public housing program, with a disabled head of household or family member, if one of the following has been determined:

- There are no public housing units to accommodate the family's household needs based on occupancy standards
- There are no ADA/504 units available to accommodate the family's needs (i.e., customized wheelchair exceeds normal dimensions, other specialized equipment needs, etc.)
- There are no public housing units/communities that meet a medically necessary restriction or requirement

### 20.12 Owner Selection of Tenants [24 CFR 983.253(a) and 983.254(a)]

The owner is responsible for developing written tenant selection procedures that are consistent with the purpose of improving housing opportunities and reasonably related to program eligibility and an applicant's ability to fulfill their obligations under the lease.

During the term of the HAP contract, the contract unit leased to the family must be the appropriate size unit for the size of the family, based on Housing Authority's subsidy standards. Exceptions to this policy may be made in accordance with the guidelines described in the "In-Place Families" and "Public Housing Conversion" sections of this Chapter. The owner must promptly notify the Housing Authority of any vacancy or expected vacancy in a contract unit. The unit must be filled by the next eligible family on the site-based or region-based waiting list.

#### 20.12.1 Tenant Screening [24 CFR 983.255]

It is the owner's responsibility to screen an applicant family's suitability for tenancy. The owner is responsible for screening and selection of the family to occupy the owner's unit.

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<sup>77</sup>~~FY 2021 MTW Plan, Activity 27, modified the recertification policies.~~

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### 20.18 Moves [24 CFR 983.259, 983.260, and 983.261]

#### 20.18.1 Wrong Sized Unit

If the Housing Authority determines that a family is occupying a wrong sized unit, based on the Housing Authority's subsidy standards, or a unit with accessibility features the family does not require, and the unit is needed by a family that does require the features, the Housing Authority must promptly notify the family and the owner of this determination, and the Housing Authority must offer the family the opportunity to receive continued housing assistance in another unit through either project-based assistance in the same building or project or tenant-based assistance under the Streamline Fixed Lease Assistance program. If there is no tenant-based funding available, the family can continue to reside in the PBV unit or elect to discontinue assistance and remain on a tenant-based waiting list.

If the Housing Authority offers the family tenant-based assistance, the Housing Authority must terminate the housing assistance payments for a wrong-sized or accessible unit at expiration of the term of the family's search indicated on either the Voucher or Family Obligations Agreement.

#### 20.18.2 Other Moves

~~After two years, a~~ project-based voucher (PBV) participant (excluding ~~RAD-PBV households and~~ certain families receiving on-site supportive services) may request a tenant-based voucher to move after two years of occupancy.<sup>79</sup> ~~A RAD participant may request a tenant-based voucher to move after one year of occupancy.~~ The move must be approved in accordance with the Housing Authority's Program Moves policy outlined in this Administrative Plan. If the family moves out or terminates the lease before the end of the initial residency period of two years for PBV or one year for RAD, the family relinquishes any right to continued assistance under the tenant-based voucher program and project-based voucher program, and the family's assistance will be terminated.

For families receiving on-site supportive services at permanent supportive housing developments, the service provider must certify that the family no longer needs the on-site supportive services before HACSB will approve a tenant-based voucher. Should a household be approved to move, households residing in project-based assistance units

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<sup>79</sup> The FY 2020 MTW Plan, Amendment 3, Activity 11: Local Project-Based Voucher Program specifies that the family must remain in a PBV unit for a minimum of 2 years before being eligible to request a tenant-based voucher. Activity 11 also states that HACSB may not provide a tenant-based voucher upon completion of the initial two-year term of assistance for families receiving on-site supportive services.

will have automatic priority, based on funding availability. The family must contact the Housing Authority to request tenant-based assistance prior to providing notice to terminate the lease to the project-based owner. If the family is electing to move to the tenant-based voucher program, the family will be transferred to either the Streamlined Fixed Lease Assistance for Elderly/Disabled or Term-Limited Lease Assistance programs, whichever is appropriate. If the family terminates the assisted lease before the end of the contract term, the family relinquishes the opportunity for continued tenant-based assistance.

If the HAP Contract is not renewed or is terminated, residents will be offered an opportunity to move or remain in the unit with tenant-based assistance under the Streamlined Fixed Lease Assistance program and the same rent calculation tier. Unless the family's recertification is due at the time of the program transfer, the family's income will not be updated.

### **20.19 Transfers**

#### ***20.19.1 Mandatory Transfers***

Participants will be required to make a mandatory move either within the project-based assistance community or to another project-based assistance community for the following reasons:

- Locate to another unit if the family becomes over housed or underhoused in accordance with the Occupancy Standards described in this Administrative Plan.
- Natural disaster or non-tenant caused damage that makes the unit uninhabitable, including failure under the Housing Authority's inspection standards; or
- Change in household composition due to a birth/adoption or court ordered custody that results in the housing unit being overcrowded in accordance with the Housing Authority's subsidy standards.

If no other comparable unit or tenant-based assistance is available, the family will be allowed to remain in their current unit. A comparable unit is defined as a unit that meets the occupancy standards based on the family's current household composition and is generally within (10) miles from their current assisted unit.

#### ***20.19.2 Participant Requested Transfers***

Participants may request a permissible move transfer to another unit within the project-based assistance community or another project-based assistance community for the following reasons:

- application) or live-in aide necessary to the care of the principal household member. The HACSB will require the verification to be in writing from the health professional.
4. The unit is inappropriate for the family's disabilities, or the family does not need the accessible features in the unit offered and does not want to be subject to a future notice to move.
  5. The unit has lead-based paint and the family includes children under the age of six.
  6. The applicant has a lease agreement for their current residence and the owner is unwilling to break the lease. The HACSB will require verification of the lease agreement. If the time remaining on the applicant's lease is more than six (6) months, the applicant's name will be moved to the bottom of the waiting list.

In the case of a unit refusal for good cause, the applicant will not be removed from the waiting list as described later in this section. The applicant will remain at the top of the waiting list until the family receives an offer for which they do not have good cause to refuse. The HACSB will require documentation of good cause for unit refusals.

In the case of a unit refusal for good cause, the resident project-based family will be allowed to remain in their current unit. If tenant-based funding is unavailable, the family will be placed on a Move/Transfer waiting list until the family receives an offer for which they do not have good cause to refuse or until tenant-based funding becomes available. The HACSB will require documentation of good cause for unit refusals.

### **20.20.2 Unit Refusal Without Good Cause**

When an applicant rejects a unit offer without good cause, the HACSB will remove the applicant's name from the waiting list and send notice to the family of such removal. The notice will inform the family of their right to request an informal review and the process for doing so.

The applicant may reapply for assistance if the waiting list is open. If the waiting list is not open, the applicant must wait to reapply until the HACSB opens the waiting list.

When a resident project-based family rejects a unit without good cause, does not move out of the PBV unit within 60 days of the unit offer, or both, the HACSB will terminate the project-based assistance at the expiration of the 60-day period. [24 CFR 983.259 (c)(2)]

### **20.21 Payments to Owners [24 CFR 983.351]**

During the term of the HAP contract, the Housing Authority must make housing assistance payments to the owner in accordance with the terms of the HAP contract. During the term of the HAP contract, payments must be made for each month that a contract unit complies with Housing Authority inspection standards and is leased and



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occupied by an eligible family. The HAP must be paid to the owner on or about the first business day of the month for which payment is due unless the owner and the Housing Authority agree on a later date.

Except for discretionary vacancy payments, the Housing Authority must not make any HAP payment to the owner for any month after the month when the family moves out of the unit (even if household goods or property are left in the unit).

The amount of HAP by the Housing Authority is the rent to owner minus the tenant rent (total tenant payment minus the utility allowance). If the family's TTP exceeds the contract rent, the HAP will be zero, and the family's rent portion will be equal to the contract rent. The family will remain on the program for 180 days. After 180 days, assistance will be terminated. The family is not required to move from the unit unless stipulated in the lease.

In order to receive HAP payments, the owner must comply with all provisions of the HAP contract. Unless the owner complies with all provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

The family is not responsible for the portion of the rent to owner that is covered by the HAP payment and the owner may not terminate the tenancy of an assisted family for nonpayment by the Housing Authority. Likewise, the Housing Authority is responsible only for making the HAP payment to the owner in accordance with the HAP contract. The Housing Authority is not responsible for paying tenant rent, or any other claim by the owner, including damages to the unit.

### 20.22 Adding, Substituting and Removing Units from HAP Contract

~~If a HAP payment has not been made for over 180 days for a unit under a PBV HAP contract because the family has been terminated or is zero HAP (excluding RAD legacy families) and continues to occupy the unit, the unit must be removed from the HAP contract. Additionally, a unit may be removed from the HAP contract if it remains vacant for 120 days or more. If the development has non-PBV units, another unit may be substituted for the unit occupied by an ineligible family. If a unit is removed from the HAP contract, it may be added back to the HAP contract after the ineligible family has vacated or a new family has been identified for the vacant unit and the unit has passed inspection. Project-based voucher units will remain under HAP contract even if the unit is not leased or no HAP has been paid for more than 180 days.<sup>80</sup> If another unit is available, a unit~~

<sup>80</sup> The FY 2023 Moving to Work Plan, Activity 11: Local Project-Based Voucher Program permits PBV units to remain under HAP contract even if no HAP has been made for more than 180 days.

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~~substitution may occur. If units are removed, substituted or added to the HAP contract, a notice of change and an amended Exhibit A will be provided to the owner. The Housing Authority may permanently remove PBV units from the HAP contract if the owner has not made good faith efforts to fill vacancies, is in violation of the inspection requirements, or for other good cause provided in the HAP contract.~~ Additions to the HAP contract that result in an increase to the number of units provided in the initial contract must receive Board approval.



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

**January 10, 2023**

## **FROM**

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

## **SUBJECT**

**Contract with Wells Fargo Bank N.A. for Banking Services.**

## **RECOMMENDATION(S)**

1. Award contract No. PC 1292, effective February 1, 2023 to Wells Fargo Bank N.A. for Banking Services in an amount not to exceed \$172,710, for a two-year base period through January 31, 2025 with options to extend the contract for up to three single-year extensions through January 31, 2028.
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**

The contract amount is estimated to be up to \$172,710 for the two-year base term and is funded by the Housing Authority of the County of San Bernardino's (HACSB) banking fees account. The estimated cost will be dependent on compensation balances and the level of banking activities that occur during the term. Credits will be made available which will likely decrease the banking fees charged. The proposed amount was based on prior year banking activities and charges. Banking fees are included in the budget for fiscal year 2024 and will be included for the subsequent fiscal years incorporated in this contract.

## **BACKGROUND INFORMATION**

HACSB's primary banking services have been provided by Wells Fargo Bank N.A. over the last five years. Due to the five-year threshold on contracts required by our contract with the U.S. Department of Housing and Urban Development, it was necessary to complete a new Request for Proposals (RFP). As outlined in the RFP, HACSB intends to maintain all banking services with one financial institution to maximize cash flow and minimize administrative costs. The services that are currently being provided by Wells Fargo and are requested to be continued, include, but are not limited to: Demand Depository, Wire Transfers, ACH payments, Collateralization of Deposits, Online Banking, Monthly Statements and Account Analysis, Electronic Storage of Documents, Account Reconciliation, Positive Pay, and Stop Payments.

**PROCUREMENT**

The Procurement and Contracts Department released a Request for Proposal (RFP) PC1292 on June 28, 2022. Outreach efforts included invitations to four (4) vendors, posting to our PlanetBids eBidding website, and posting on the agency's external website. One (1) proposal was received in response to this RFP. Proposals were evaluated per the requirements of the RFP in which Wells Fargo Bank N.A. has met all requirements for selection to provide these services to the agency.

Based on the RFP response, which were solicited to an adequate number of sources and in accordance with Title 2 Code of Federal Regulations Part 200, staff recommends awarding a contract for Banking Services to Wells Fargo Bank N.A. and authorize and direct the Executive Director to execute and deliver the contract and, upon consultation with Legal Counsel to approve any non-substantive revisions to complete the transaction.

**REVIEW BY OTHERS**

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

**THIS CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT (NON-CONSTRUCTION)** ("Agreement") (**PC1292**) is made as of the **1<sup>st</sup> day of February 2023** ("Effective Date") by and between **Wells Fargo N.A. ("Contractor")**, a **National Bank**, 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 **two (2) year base period** beginning on or about **February 1, 2023** through **January 31, 2025** with three, single-year extensions through **January 31, 2028** unless for any reason funds which have been appropriated for the provision of these services are no longer available, or until such time as terminated per the terms of the agreement in accordance with contract provisions in Article 19 Contractor shall not commence work prior to the date of issuance by HACSB of a work authorization in the form set forth on Exhibit "D", attached hereto and incorporated herein by reference ("Work Authorization"). Following issuance of a Work Authorization, Contractor shall timely complete the Work in accordance with the schedule requirements specified in Exhibit "A", and within the term of this Agreement.

**ARTICLE 4. Price.** Unless otherwise specified in the Statement of Work, HACSB agrees to pay Contractor a not-to-exceed amount of **one hundred seventy two thousand, seven hundred ten dollars and 00/100 Dollars (\$172,710)** for the provision of work and per the fee schedule **for the two (2) 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 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. Within thirty (30) days after Contractor makes available statements or other account-related information to HACSB, HACSB will notify Contractor of any unauthorized transaction or any other erroneous transaction. Contractor warrants that all employees shall have sufficient skill and experience to perform the Work assigned to them. Finally, Contractor represents that it, its employees 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 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 7. No Conflicts.** HACSB acknowledges that Contractor has other business and personal interests, separate and apart from the services contemplated by this Agreement, and nothing in this Agreement is intended to preclude Contractor from devoting time and attention to such business and personal interests. HACSB further acknowledges that Contractor has the right to accept other engagements as long as said engagements do not represent a conflict of interest with respect to the Work or the obligations of Contractor to HACSB pursuant to this Agreement. In connection with Contractor's performance of the Work hereunder, Contractor represents that there exists no actual, potential or appearance of conflict arising out of Contractor's business and financial interests.

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

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

**ARTICLE 10. Additional Work.**

- a. In the event that the parties mutually agree that additional and further work beyond that specified in the Statement of Work ("Additional Work") is required to be performed by Contractor, such Additional Work shall be memorialized in a Work Authorization executed by HACSB and Contractor. The Work Authorization shall include and specifically identify the types of services required to perform as part of the Additional Work, all significant material to be delivered to HACSB, the time schedule for completion of the Additional Work, and the price for such Additional Work.

- b. Nothing herein shall obligate HACSB to utilize Contractor to perform the Additional Work or in any way limit HACSB's rights to utilize third parties to perform or assist in performing the Additional Work. In no event shall Contractor commence performance of the Additional Work until it has received written consent executed by a duly authorized representative of HACSB.
- c. In the event that HACSB provides a Work Authorization for Additional Work, all of the terms and conditions of this Agreement shall apply to the performance of such Additional Work.

**ARTICLE 12. Invoicing and Payment for Services.** Analysis statements are captured at month end, and can be reviewed by HACSB on its online banking portal. Contractor bills for services only after they are fully implemented and in production. :

**ARTICLE 13. Return of HACSB Property.** Contractor will provide customary data and reports associated with the requested services. However, Contractor is a service provider, and is not delivering "work product". Wells Fargo will retain all ownership and related rights in its intellectual property (including, but not limited to, systems, software and hardware, regardless of location or date of development), used or developed in connection with the requested services, now and hereafter.

**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 designates as 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). HACSB must specifically designate information as Confidential Information, otherwise, such information will not be deemed Confidential Information. Confidential Information does not include information that: (a) is or becomes generally available to the public other than as a result of an unauthorized disclosure by Contractor or its Representatives; (b) is or becomes available to Contractor on a non-confidential basis by HACSB or any officer, employee, agent or representative of HACSB prior to its disclosure by Contractor; (c) is or becomes available to Contractor from a source not known to Contractor to be under an obligation of confidentiality to HACSB; or (d) is independently developed by Contractor without the use of the Confidential Information. Unless approved in advance in writing or compelled to make such disclosure by a government agency, by court order, or by law, or if such disclosure is made to Contractor's Representatives (including, without limitation, all other banks and companies affiliated with Wells Fargo & Company, and their legal counsel, auditors, and other professional advisors retained by Contractor or its affiliates who need to know the Confidential Information in connection with the Services), and any rating agency of Contractor, provided that each such individual or entity is informed of the confidential nature of the Confidential Information, and agrees to treat the Confidential Information as confidential in accordance with terms and conditions no less protective than as set forth in this Agreement, 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.** During the term of the contract, Contractor will indemnify, defend and hold harmless HACSB and its officers, directors, employees, agents and assigns (the "Indemnified Parties") from and against all claims, losses, demands, liability, judgments, awards, interest, attorney's fees and costs (collectively, "Losses") arising out of, resulting from or relating to the performance of the services provided hereunder which are, in each case, directly caused in whole or in part by the negligent or intentional acts or omissions of Contractor or any of its officers, directors, employees, agents, subcontractors or assigns, except to the extent such Losses are caused by the negligence or intentional misconduct of any Indemnified Party. In no event will Contractor

be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Contractor, and regardless of the form of the claim or action or the legal theory on which it is based.

**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.** Each party may assign the contract with the other party's consent, which consent will not be unreasonably withheld or delayed; provided, however, that Contractor may assign the contract without consent in connection with a merger, acquisition or corporate restructuring involving Contractor.

**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 thirty (30) days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the thirty (30) days, the Agreement shall cease and terminate.

**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 Officer  
Housing Authority of the County of San Bernardino  
715 E. Brier Drive  
San Bernardino, CA 92408-2841  
[alardapide@hacsb.com](mailto:alardapide@hacsb.com)

**If to Contractor:**

Jamie O'Connell, VP Relationship Manager  
Wells Fargo Bank  
334 W. 3<sup>rd</sup> Street (4<sup>th</sup> Floor)  
San Bernardino, CA 92401  
[Jamie.Oconnell@wellsfargo.com](mailto:Jamie.Oconnell@wellsfargo.com)

Notices will be deemed effective upon receipt or rejection only.

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

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

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

**ARTICLE 26. Interpretation.** Should any provision of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or counsel prepared the same or caused the same to be prepared; it being agreed that the agents and counsel of all of the parties have participated equally in the negotiation and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed simply, fairly, equitably and reasonably, according to its plain meaning and not strictly for or against any of the parties.

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

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

**ARTICLE 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)**  
**PC1292 – Banking Services**

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

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

**Wells Fargo Bank N.A.**

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 – Scope of Work**

Contractor shall furnish sufficient organization, personnel, and management staff with the necessary skill and judgment to perform all the duties and responsibilities normally associated with providing comprehensive banking services to a large organization with public funds and federal reporting requirements as outlined in the RFP document.

### **Demand Depository**

The Authority anticipates maintaining an average collected balance in excess of \$40 million.

### **Wire Transfer**

Authority requires incoming wires, initiates outgoing wires, and completes intra-book transfers.

### **ACH**

Authority currently initiates two separate sets of landlord payments via ACH files transmitted electronically for its Housing Choice Voucher Program. The estimated monthly ACH file amounts are \$300K and \$8.5M. Authority continues to transition its account payable vendors to ACH/EFT. Total monthly ACH/EFT payments to vendors are estimated to average \$2.2M.

### **Collateralization of Deposits**

HUD guidelines require the banking institution to sign a general depository agreement and meet any statutory requirements to provide services, including:

- Eligible collateral instruments
- Independent third-party safekeeping requirement
- Substitution requirements

### **Online Banking**

Authority currently utilizes Yardi Systems, Inc. financial management system and uses daily online banking services with current financial institutions.

### **Monthly Statements and Account Analysis**

Contractor shall provide monthly statements in paper copy via mail but also has online access.

### **Electronic Storage of Documents**

Contractor shall provide electronic storage of documents including check transactions on CD.

### **Account Reconciliation**

Contractor shall provide partial account reconciliation with daily transmissions from the bank of checks paid information. Contractor shall provide full and deposit reconciliation.

**Positive Payor "Payee" Positive Pay** Contractor should provide information on this service, such as: Describe service, including positive pay services and verification items

- Teller data update schedules
- Data transmission method and time windows
- Control options - notification of default
- Internet/online access (including technical capabilities and system requirements)
- Provide sample report from the bank

**Stop Payment**

In addition to normal services provided for accounts, Contractor shall provide the following:

1. Electronic transmission to/from Authority computers, by mail or internet access of the following items:
  - a. Daily reports on balances in each account
  - b. Daily debit and credit transactions for each account
  - c. Inquiry of the status of checks
  - d. Request and confirmation of stop payments
  - e. Transfer of funds between Authority accounts
  - f. Transfer of funds to other financial institutions
  - g. Direct deposit of Section 8 payments. ACH credit should be scheduled to appear on the payees' accounts on the day of the submission. Authority software must be able to interface with ACH software.
  - h. Other various payments or receipts by ACH such as tax payments, HUD electronic payments and accounts payable payments.
  - i. Account reconciliation file or the ability to produce a file for reconciling all of the accounts.
  - j. View and print paid checks and deposits
2. Acknowledgement of all ACH transfers on the date received. Advice narrative provided by the remitter should be provided no later than the next business day after the night that the ACHs are posted.
3. Printed two-part encoded deposit slips for each deposit account.
4. Same-day processing of stop payment orders made by phone or electronic transmission.
5. Prompt delivery of bank statements after the last day of each month (not later than 5 business days) preferably through the web/internet interface.
6. Bank reconciliation files for all designated accounts within 5 days after end of month.
7. Phone or e-mail notification of discrepancies in deposits (e.g., cash shortages).
8. Designation of an account manager, who will be a single source of point of contact for all inquiries and problem resolution.
9. Ability to make ACH/EFT vendor payments.
10. Identify branch offices convenient to all Authority offices (available at the website, [www.hacsb.com](http://www.hacsb.com))
11. Furnish research items within 24 hours.
12. Stop payments at no charge.
13. Sign and execute HUD required General Depository Agreement (HUD Form 51999) at no charge.

**Investment Services**

Services are required as needed.

## Scope of Services – Fee Schedule:

Account Service	WF Code	Service Description	Estimated Monthly Average	Standard Fee Per Unit	Average Fee per Unit	Total Monthly Cost	Total Annual Cost 2023	Total Annual Cost 2024
<b>Misc Services</b>								
Monthly Account Maintenance	22051	ACCOUNT MAINTENANCE-CHEXSTOR	34	7.0000	7.0000	238.00	2,856.00	2,856.00
Checks Paid	22202	DDA CHECKS PAID	333	0.1000	0.1000	33.30	399.60	399.60
Deposits Processed	15007	DESKTOP DEPOSIT CREDIT POSTED	288	0.5000	0.5000	144.00	1,728.00	1,728.00
Deposits Correction Credit	790	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	0	17.0000	17.0000	0.00	0.00	0.00
Deposits Correction Debit	790	ELECTRONIC DEPOSIT - DEP ADJUSTMENT	0	17.0000	17.0000	0.00	0.00	0.00
Stop Payments / 13 month	12670	STOP PAYMENT - ONLINE	2	0.0000	0.0000	0.00	0.00	0.00
<b>NSF /OD charges</b>								
Interest on Ledger Overdraft	N/A							
Interest on Uncollected Fund	ODACT	DAILY USE OF UNCOLL FUNDS-ACCT LVL	0	1.0000	1.0000	0.00	0.00	0.00
OD 1-4 times within 12 months	24250	OVERDRAFT CHARGE-PAID ITEM	0	5.0000	5.0000	0.00	0.00	0.00
OD 5+ times within 12 months	24250	OVERDRAFT CHARGE-PAID ITEM	0	5.0000	5.0000	0.00	0.00	0.00
<b>Checks Deposited</b>								
Checks deposited local and non local	706	DESKTOP DEPOSIT- ITEM	2282	0.0800	0.0800	182.56	2,190.72	2,190.72
	002	DEPOSITED CHECKS	112	0.1200	0.1200	13.44	161.28	161.28
<b>Check Deposited -Non Encoded</b>								
Non-enc./on us	N/A							
Non-enc./clearing house	N/A							
Non-enc./local city-rcpc	N/A							
Non-enc/non-local city-rcpc	N/A							
Non-enc/out of district	N/A							
<b>Deposited items-Returned/Releared</b>								
Returned deposited item	CK061	RETURN ITEM - CHARGEBACK	3	3.0000	3.0000	9.00	108.00	108.00
Releared items	CK075	RETURN ITEM REDEPOSITED	0	2.0000	2.0000	0.00	0.00	0.00
<b>Image Express</b>								
CD, per CD	64104	IFI MAINTENANCE PER PRODUCT	1	125.0000	125.0000	125.00	1,500.00	1,500.00
Images written to CD	64101	IFI PAID CHECKS - IMAGE	273	0.0300	0.0300	8.19	98.28	98.28

Account Service	WF Code	Service Description	Estimated Monthly Average	Standard Fee Per Unit	Average Fee per Unit	Total Monthly Cost	Total Annual Cost 2023	Total Annual Cost 2024
<b>Wire Transfer</b>								
Incoming wire- Manual	ES030	WIRE IN TO USA ACCT-USA DOMESTIC	3	5.0000	5.00	15.00	180.00	180.00
Incoming Wire- Auto	ES078	WIRE IN DRAWDOWN RESPONSE-USA ACCT	2	22.0000	22.00	44.00	528.00	528.00
<b>Full Account Reconciliation</b>								
Paper Issue	34337	CEO REGISTER INPUT - ITEM	366	0.0100	0.01	3.66	43.92	43.92
Input Issue, Electronic	12377	ARP FULL RECON-ITEM	354	0.0200	0.02	7.08	84.96	84.96
Transmission issue	N/A							
Base Fee	12060	ARP MONTHLY BASE - FULL	6	15.0000	15.00	90.00	1,080.00	1,080.00
<b>Partial Account Reconciliation</b>								
Base Fee	12681	POSITIVE PAY ONLY MONTHLY BASE	5	15.0000	15.00	75.00	900.00	900.00
<b>Reconciliation Processing</b>								
Partial AR/AR checks paid	12682	POSITIVE PAY ONLY - ITEM	10	0.0800	0.08	0.80	9.60	9.60
<b>Account Reconciliation Output</b>								
Diskette	34420	ARP STMTS & RPTS (CSV/EXCEL) BASE	6	0.0000	0.00	0.00	0.00	0.00
Data Transmission	34421	ARP STMTS & RPTS (CSV/EXCEL) / ITEM	1637	0.0000	0.00	0.00	0.00	0.00
<b>Positive Pay</b>								
Positive pay base fee	12907	POSITIVE PAY MONTHLY BASE	6	15.0000	15.00	90.00	1,080.00	1,080.00
Exception items	12903	POSITIVE PAY EXCEPTIONS - ITEM	1	1.0000	1.00	1.00	12.00	12.00
	34336	POSITIVE PAY EXCEPTION - CEO IMAGE	1	0.1500	0.15	0.15	1.80	1.80
Check Return	12505	POSITIVE PAY EXCEPTION CHECKS RETND	1	2.0000	2.00	2.00	24.00	24.00
<b>ACH services</b>								
Monthly Maintenance	ES280	ACH MONTHLY BASE	8	15.0000	15.00	120.00	1,440.00	1,440.00
Transmission	ES802	ACH TRANSMISSION SPECIAL	25	2.0000	2.00	50.00	600.00	600.00
Debit Transaction Processed	ES211	ACH FUTURE DATED ITEM	668	0.0450	0.05	30.06	360.72	360.72
Credit Transaction Processed	ES216	ACH SAME DAY	2718	0.2500	0.25	679.50	8,154.00	8,154.00
Returned Items - Debit	06502	ACH RETURN ITEM-ELECTRONIC	2	1.0000	1.00	2.00	24.00	24.00
Return Items-Credit	06505	ACH RETURN ADMIN-ELECTRONIC	7	7.0000	7.00	49.00	588.00	588.00
Reversal	ES361	ACH REVERSAL - ITEM	0	2.0000	2.00	0.00	0.00	0.00
6-10 blocked accounts	34333	ACH CEO FRAUD FILTER REVIEW MO BASE	16	5.0000	5.00	80.00	960.00	960.00
rejected Debits	34335	ACH CEO FRAUD FILTER REVIEW - ITEM	1	0.5000	0.50	0.50	6.00	6.00
Electronic (ACH) credits	CK018	ELECTRONIC CREDITS POSTED	381	0.0500	0.05	19.05	228.60	228.60
Electronic (ACH) debits	CK021	DEBITS POSTED	173	0.0500	0.05	8.65	103.80	103.80
<b>Electronic Deposit Service</b>								
EDS Items	15003	DESKTOP DEPOSIT REPORT PER ITEM	308	0.0000	0.00	0.00	0.00	0.00
<b>Tax Direct</b>								
Federal Tax Payment Fee	32066	CEO WELLSTAX PAYMENT	0	2.0000	2.00	0.00	0.00	0.00
State Tax Payment Fee	32066	CEO WELLSTAX PAYMENT	0	2.0000	2.00	0.00	0.00	0.00

Account Service	WF Code	Service Description	Estimated Monthly Average	Standard Fee Per Unit	Average Fee per Unit	Total Monthly Cost	Total Annual Cost 2023	Total Annual Cost 2024
<b>Webdirect Information Reporting</b>								
WD Corp/Pre Day Mo Fee, 1st	34100	CEO PREV DAY SUBSCRIPTION MTHLYBASE	1	15.0000	15.00	15.00	180.00	180.00
Wd Corp/Pre Day Mo Fee, 2-10	34100	CEO PREV DAY SUBSCRIPTION MTHLYBASE	12	15.0000	15.00	180.00	2,160.00	2,160.00
WD Corp/Pre Day Detail Items	34115	CEO PREVIOUS DAY ITEM LOADED	920	0.0200	0.02	18.40	220.80	220.80
WD Checking imaging	N/A							
<b>WebDirect Current Day Info. Reporting</b>								
WD/CurrDay 1st Acct	34120	CEO INTRADAY REPORTING SUBSCRIPTION	0	17.5000	17.50	0.00	0.00	0.00
WD/CurrDay 2-10 Accts	34120	CEO INTRADAY REPORTING SUBSCRIPTION	0	17.5000	17.50	0.00	0.00	0.00
WD/CurrDay Balances Reported	34121	CEO INTRADAY REPORTING ITEMS RPTD	0	0.0200	0.02	0.00	0.00	0.00
WD/CurrDay Detail Items	34121	CEO INTRADAY REPORTING ITEMS RPTD	0	0.0200	0.02	0.00	0.00	0.00
WD/CurrDay Summary Items	34121	CEO INTRADAY REPORTING ITEMS RPTD	0	0.0200	0.02	0.00	0.00	0.00
<b>WebDirect Special Reports</b>								
WD/Analysis Statement with IR	N/A							
WD/Deposit Statement with IR	N/A							
WD/ACH special reports	34330	ACH CEO SUBSCRIPTION - ACCOUNT	18	0.0000	0.00	0.00	0.00	0.00
<b>WebDirect Stop Payment</b>								
WD/12 -month Stop	N/A	Stop fee disclosed above						
<b>WebDirect Money Transfers</b>								
WD/wire transfer base fee	NA							
WD domestic wire	ES139	WIRE OUT DOMESTIC - CEO	3	3.5000	3.50	10.50	126.00	126.00
WD account transfer	ES141	WIRE BOOK TRANSFER - CEO	9	2.0000	2.00	18.00	216.00	216.00
<b>WebDirect ACH Services</b>								
WD ACH/monthly maintenance	34377	ACH PAYMENTS BASE FEE	0	25.0000	25.00	0.00	0.00	0.00
<b>Cash Services</b>								
Currency deposited, per \$1	CK161	CASH DEPOSITED IN WF BRANCH	2	0.0030	0.00	0.01	0.07	0.07
Dual control dep. Processing								
Currency supplied, per \$1	CK141	CURRENCY FURNISHED BY WF BRANCH	1906	0.0030	0.00	5.72	68.62	68.62
Coin supplied -individual R	CK131	ROLLED COIN ORDERED IN BRANCH/STORE	0	0.0000	0.00	0.00	0.00	0.00
Deposit bags -purchased	N/A	Third Party Charge						

Account Service	WF Code	Service Description	Estimated Monthly Average	Standard Fee Per Unit	Average Fee per Unit	Total Monthly Cost	Total Annual Cost 2023	Total Annual Cost 2024
<b>ADDED VOLUMES</b>								
ACH Origination & Received	E5703	ACH ONLINE INQ 13 MONTHS RETENTION	3	0.0000	0.0000	0.00	0.00	0.00
	34342	ACH CEO RETURN SUBSCRIPTION - ITEM	58	0.0500	0.0500	2.90	34.80	34.80
	34340	ACH CEO RETURN SUBSCRIPTION-ACCOUNT	9	15.0000	15.0000	135.00	1,620.00	1,620.00
	E5206	ACH ORIGINATED - ADDENDA REC	3309	0.0250	0.0250	82.73	992.70	992.70
	06525	ACH NOC - ELECTRONIC	8	0.0000	0.0000	0.00	0.00	0.00
	34332	ACH CEO SUBSCRIPTION - ITEM	245	0.0000	0.0000	0.00	0.00	0.00
	34285	CEO ACH HYP ITM DET INQ - PER ITEM	34	0.0000	0.0000	0.00	0.00	0.00
	E5349	ACH RECEIVED ADDENDA	112	0.0000	0.0000	0.00	0.00	0.00
	E5344	ACH RECEIVED ITEM	236	0.0500	0.0500	11.80	141.60	141.60
	34334	ACH CEO FRAUD FILTER STOP MTHLYBASE	15	5.0000	5.00	75.00	900.00	900.00
General Account Services	IAMTH	RECOUPMENT MONTHLY	65000	0.1275	0.1275	8,287.50	99,450.00	99,450.00
	CK049	DDA STATEMENT - PAPER	1	0.0000	0.0000	0.00	0.00	0.00
	12687	ARP AGED ISSUE RECORDS ON FILE-ITEM	144	0.0100	0.0100	1.44	17.28	17.28
	34350	CEO ARP STMT & RPTS MONTHLY BASE	6	0.0000	0.0000	0.00	0.00	0.00
	22225	CHECK CASHING THRESHOLD MO BASE	20	0.0000	0.0000	0.00	0.00	0.00
	22245	CHECKS PAY TO INDIV BLOCK MO BASE	20	0.0000	0.0000	0.00	0.00	0.00
	22235	OTC DEBIT BLOCK MONTHLY BASE	20	0.0000	0.0000	0.00	0.00	0.00
	MD091	PYMT AUTH MAX CHECK MTHLY BASE	21	8.0000	8.0000	168.00	2,016.00	2,016.00
	27707	CEO SEARCH	113	0.5000	0.5000	56.50	678.00	678.00
	12812	CEO IMAGE VIEW < 90 DAYS - ITEM	38	0.1000	0.1000	3.80	45.60	45.60
	12815	CEO IMAGE VIEW > 90 DAYS - ITEM	13	0.1000	0.1000	1.30	15.60	15.60
	34123	CEO ALERTS SERVICE - EMAIL	695	0.2500	0.2500	173.75	2,085.00	2,085.00
	32068	WELLSTAX CEO SUBSCRIPTION	1	5.0000	5.0000	5.00	60.00	60.00
Depository & Branch Services	15017	DESKTOP DEPOSIT MONTHLY BASE	10	15.0000	15.0000	150.00	1,800.00	1,800.00
	12816	DESKTOP DEPOSIT IMAGES RETRIEVED	286	0.1000	0.1000	28.60	343.20	343.20
	08052	BRANCH DEPOSIT	5	1.5000	1.5000	7.50	90.00	90.00
	CK197	CASH ORDER FEE IN A WF BRANCH	1	9.0000	9.0000	9.00	108.00	108.00
	22810	WF CHK CASHED FOR NONACCT HOLDER	5	0.0000	0.0000	0.00	0.00	0.00
Disbursements & Returns	D5191	PAYEE VALIDATION STANDARD-ITEM	333	0.0150	0.0150	5.00	59.94	59.94
	12908	POS PAY CHECKS WITH NO ISSUE RECORD	1	0.5000	0.5000	0.50	6.00	6.00
	CK062	CEO RETURN ITEM RETRIEVAL-IMAGE	5	0.1000	0.1000	0.50	6.00	6.00
	CK064	CEO RETURN ITEM SERVICE MTHLY BASE	7	0.0000	0.0000	0.00	0.00	0.00
	34235	CEO RETN ITEM SUBSCRIPTION PER ACCT	10	0.0000	0.0000	0.00	0.00	0.00
	34237	CEO RETN ITEM SUBSCRIPTION PER ITEM	2	0.0000	0.0000	0.00	0.00	0.00
	34212	WIRE INQUIRY DETAIL PER ITEM-CEO	8	3.5000	3.5000	28.00	336.00	336.00
	34205	WIRE TRANSFER REPORT BASE-CEO	2	1.5000	1.5000	3.00	36.00	36.00
	E5129	WIRE WF CUST DRAWDOWN RESPONSE-USA	7	15.0000	15.0000	105.00	1,260.00	1,260.00

## 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. 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. **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.
5. **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.

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. 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. The following endorsements shall be attached to the policy:

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

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

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

6. **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.

7. **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.

8. **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.

9. **NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Agreement shall not be made without prior written approval of HACSB.

10. **PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:**

- a. During the term of this Agreement, Contractor will indemnify, defend and hold harmless the Indemnified Parties against any allegation that materials or services provided by the Contractor under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual, property or proprietary right of any third party. Notwithstanding the foregoing, Contractor shall have no liability for such infringements or violations based on (i) any unauthorized alteration or



modification of the materials or services by any party other than Contractor, (ii) use of the materials or services in any manner other than as permitted under this Agreement, (iii) use of the materials or services in combination with any equipment or software not authorized by Contractor or reasonably intended for use with the materials or services, or (iv) Contractor's compliance with specific information or instructions provided to Contractor by any Indemnified Party. In no event will Contractor be liable for any indirect, special, consequential or punitive damages, whether or not the likelihood of such damages was known to Contractor, and regardless of the form of the claim or action or the legal theory on which it is based.

- b. If any Indemnified Party determines to seek indemnification from Contractor under Section (a) or (b) of this Agreement, the Indemnified Party shall provide written notice of the suit, claim or action to Contractor as soon as practicable but in any event not later than ten (10) business days following the Indemnified Party's receipt of notice of such suit, claim or action. Said written notice shall specify in detail: (i) the facts constituting the basis for the allegations and (ii) if known, the aggregate amount of Losses for which a claim is being made, or to the extent that such Losses are not known or have not been incurred at the time such claim is made, an estimate, to be prepared in good faith and accompanied by supporting documentation, of the aggregate potential amount of such Losses.
  - c. In the case of any suit, claim or action for which indemnification is sought by any Indemnified Party under Section (a) or (b) of this Agreement, the Indemnified Party shall permit Contractor to assume and control the defense or settlement of such suit, claim or action at Contractor's expense. The Indemnified Parties and Contractor shall reasonably cooperate in the investigation, pre-trial activities, trial, compromise, settlement, discharge and/or defense of any suit, claim or action for which indemnification is sought under Section (a) or (b), and the records and employees of the Indemnified Parties shall be made reasonably available to Contractor with respect to such defense.
  - d.
11. **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.
12. **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.

13. **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.
14. **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).
15. **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.
16. **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.
17. **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.
- 18. **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.
- 19. **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, the 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).
- 20. **CHILD SUPPORT COMPLIANCE ACT:** For any contract in excess of \$100,000, the 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.
- 21. **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.
- 22. **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).
- 23. **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.
- 24. **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: February 1, 2023

Completion Date: January 31, 2025

**Total Contract Cost: Per Fee Schedule and \$172,710.00 – 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**

**January 10, 2023**

## **FROM**

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

## **SUBJECT**

**Increase Appropriations for Agency-Wide Office Supplies with Staples Advantage**

## **RECOMMENDATION(S)**

Approve an increase in appropriations for agency-wide office supplies with Staples Advantage by \$191,000 for a total not to exceed \$441,000 through April 6, 2024.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **GOALS & OBJECTIVES**

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

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

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

## **FINANCIAL IMPACT**

This item is not expected to exceed \$441,000 through April 6, 2024 and is funded by the Housing Authority of the County of San Bernardino's (HACSB) property operations budget.

## **BACKGROUND INFORMATION**

HACSB currently purchases office supplies through Staples Advantage through the Sourcewell cooperative procurement agreement, which expires April 6, 2024.

The original contract was established November 2, 2021, in the amount of \$250,000. Due to our procurement policy threshold of up to \$250,000 for small purchases, board approval was not previously required. More recently we have increased our purchases of copier toner through Staples as it is significantly cheaper than purchasing through our previous supplier.

## **PROCUREMENT**

The HACSB approved Procurement Policy (adopted 1-14-2020) states, "Competitive Exceptions – Cooperative Intergovernmental Agreements: Consistent with the requirements of 2 CFR 200.318 and in order to promote efficiency and competition in the procurement of goods and services, HACSB may enter into agreements with other governmental agencies and regional or national intergovernmental purchasing networks or associations. The purpose of a cooperative intergovernmental agreement is to take advantage of a competitive selection process already conducted by another agency and thus save HACSB the time and expense of conducting its own selection process. In evaluating the use of a cooperative intergovernmental agreement, the Contracting Officer shall review for reasonableness the standards in the competitive selection process conducted by the other agency.

Increased Appropriations for Agency-Wide Office Supplies with Staples Advantage  
January 10, 2023

**REVIEW BY OTHERS**

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

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

**January 10, 2023**

## **FROM**

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

## **SUBJECT**

Quitclaim Deed for Transference of Property at the Valencia Grove Site from Housing Partners I, Inc. to the Housing Authority of the County of San Bernardino.

## **RECOMMENDATION(S)**

1. Accept a Quitclaim Deed transferring multiple parcels at the Valencia Grove site, located at 131 E. Lugonia Ave in the city of Redlands, owned by Housing Partners I, Inc., to the Housing Authority of the County of San Bernardino.
2. Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept, sign, finalize and record the Quitclaim Deed with the County of San Bernardino Recorder and any ancillary documents or exhibits necessary in the transference of the parcel.
3. Authorize U.S. Department of Housing and Urban Development to record a Declaration of Trust upon the properties after transference of the parcels from Housing Partners I to the Housing Authority.
4. Authorize and direct the Executive Director, upon consultation with Legal Counsel, to accept and sign the U.S. Department of Housing and Urban Development Declaration of Trust.

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

## **GOALS & OBJECTIVES**

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

## **FINANCIAL IMPACT**

Approval of this item will not result in a financial impact to the Housing Authority of the County of San Bernardino (HACSB) as the cost of recording these documents will be waived since HACSB is exempt from County of San Bernardino fees for recording as a public agency.

## **BACKGROUND INFORMATION**

Valencia Grove was the first public housing site built in San Bernardino County. The original 115-unit public housing site was long overdue for a major revitalization. The revitalization of this public housing site consists of three phases:

- Phase I was completed in April of 2016, which included 85 new apartment homes, complete with garages, new playgrounds and a community center.
- Phase II will include 104 new apartment homes.
- Phase III will include 39 new single-family homes.

Several parcels at the Valencia Grove site had been transferred to Housing Partners I, Inc. (HPI) with the intention that HPI would develop single family homes on these lots. The development timelines for these properties has been delayed, in part due to the recent rise in interest rates.

Quitclaim Deed for Transference of Property at the Valencia Grove Site from Housing Partners I, Inc. to the Housing Authority of the County of San Bernardino  
January 10, 2023

HACSB staff is now preparing for the implementation of the second phase at the Valencia Grove site, which will consist of the construction of 104 family units. As staff worked with the U.S. Department of Housing and Urban Development (HUD) for the disposition of the Phase II property prior to construction, HUD staff requested that any Phase III parcels that are owned by HPI be transferred back to HACSB. HUD will also require that a new Declaration of Trust be placed upon the properties.

Staff is proposing that affiliate nonprofit Housing Partners I, Inc. (HPI) now quitclaim its fee interest in these Phase III parcels back to HACSB. The approval of this item is necessary to execute a Quitclaim Deed to transfer these parcels to HACSB and to authorize the recordation of a new Declaration of Trust on the properties by HUD.

**PROCUREMENT**

Not applicable

**REVIEW BY OTHERS**

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



**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL  
DOCUMENT AND TAX STATEMENT  
TO:**

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

No fee for recording pursuant to  
Government Code Section 27383 and  
27388.1

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**QUITCLAIM DEED  
(Phase III Parcels)**

THE UNDERSIGNED GRANTOR(s) DECLARE(s)

DOCUMENTARY TRANSFER TAX is \$\_\_\_ 0 \_\_\_(consideration less than \$100.000 R&T Code Section  
11911); CITY TRANSFER TAX \$ \_\_ 0 \_\_\_\_

[ x ] computed on the consideration or full value of property conveyed, or

[ ] computed on the consideration or full value less value of liens and/or encumbrances remaining at time of  
sale, and

[ ] Unincorporated area; [x] City of Redlands, County of San Bernardino

**FOR A VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, **Housing Partners I,  
Incorporated**, a California nonprofit public benefit corporation ("Grantor")

**DOES HEREBY REMISE, RELEASE, AND FOREVER QUITCLAIMS** to the **Housing Authority of the  
County of San Bernardino, a public body, corporate and politic**, all right title, and interest Grantor has in,  
under, and to that certain real property in the City of Redlands, County of San Bernardino, State of California,  
described in the attached Exhibit A and incorporated by reference herein (the "Property").

Grantor intends that this Quitclaim Deed be a release and waiver of all rights Grantor has or may have to the  
Property.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Grantor hereto has executed this Quitclaim Deed as of  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

GRANTOR:

HOUSING PARTNERS I, INCORPORATED, a  
California nonprofit public benefit corporation

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

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

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

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

STATE OF CALIFORNIA )  
 )  
COUNTY OF \_\_\_\_\_ )

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

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

WITNESS my hand and official seal.

Name: \_\_\_\_\_  
Notary Public

EXHIBIT A  
Legal Description

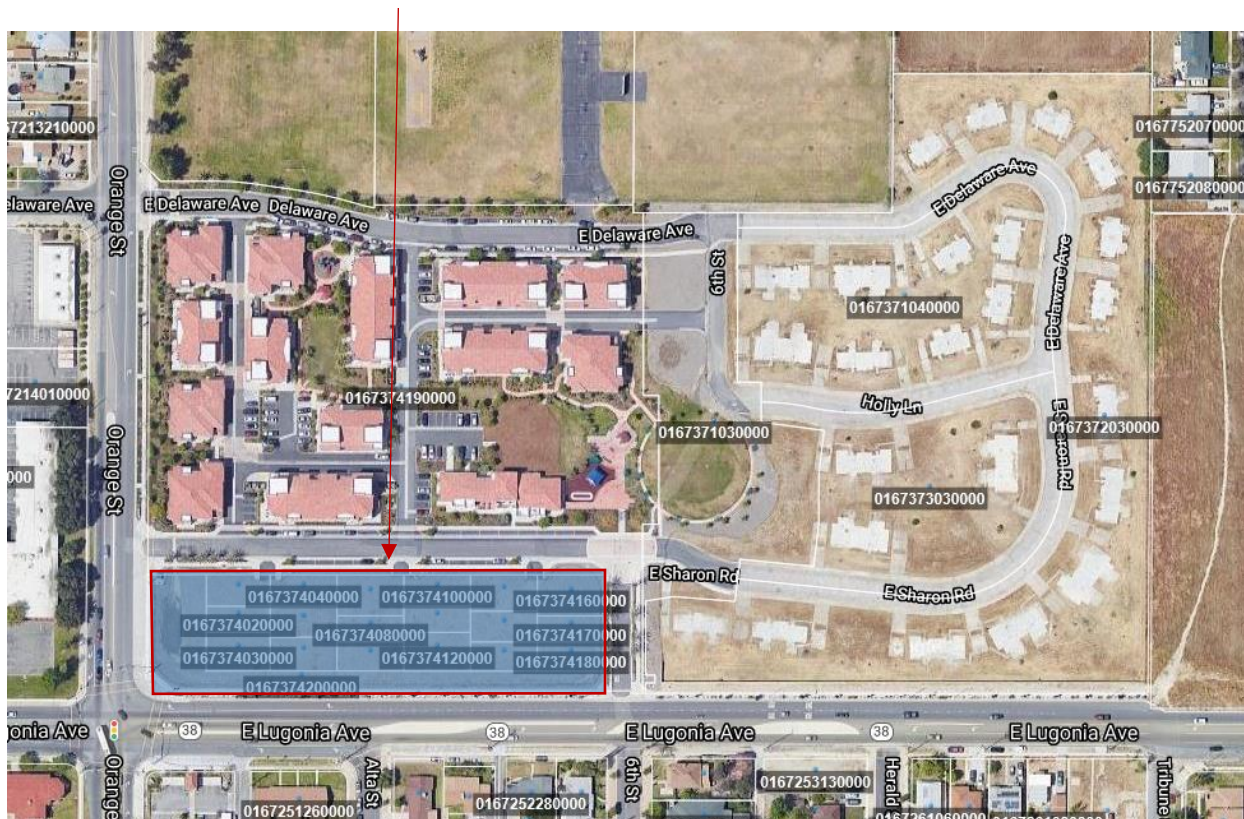
Real property in the City of Redlands, County of San Bernardino, State of California, described as follows:

LOTS 1 THROUGH 18, INCLUSIVE, AND LETTERED LOT "A" OF TRACT NO. 18762-1, IN THE CITY OF REDLANDS, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP FILED IN [BOOK 337, PAGES 1 THROUGH 3](#), INCLUSIVE, OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY AS AMENDED BY THAT CERTIFICATE OF CORRECTION RECORDED MARCH 15, 2013 AS INSTRUMENT NO. [2013-0108728](#) OF OFFICIAL RECORDS.

[APNS: 0167-374-01-0-000 THROUGH 0167-374-18-0-000 (AFFECTS: LOTS 1 THROUGH 18) AND APN: 0167-374-20-0-000 (AFFECTS: LOT A)]

## Valencia Grove - Quitclaim Deed

### Phase III Property



\*\* Location of property, as outlined in the image above, is diagrammatic. Please refer to parcel numbers and the Assessors' Map for more accurate location of the subject lots.

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

**January 10, 2023**

**FROM**

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

**SUBJECT**

Regular Meeting Minutes for Meeting Held on December 13, 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 December 13, 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 December 13, 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, December 28, 2022.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO  
December 13, 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 829 4076 4387, Password 143400) at 3:00 p.m. on December 13, 2022.

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

**1) Call to Order and Roll Call**

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

Chair Johnson  
Vice-Chair Cooper  
Commissioner MacDuff  
Commissioner Miller

Also in attendance were Maria Razo, Executive Director; Gus Joslin, Deputy Executive Director; Rishad Mitha, Director of Operations; Jesse Diaz, Finance Director; Jennifer Dawson, Director of Human Resources; Nicole Beydler, Director of Policy and Public Relations; Renee Kangas, Sr. Management Analyst; Perlle Liu, Asset Management Analyst; Angie Lardapide, Procurement and Contracts Supervisor; Lucy Leslie, Sr. Regional Communities Manager; Rebecca Murillo, Housing Services Manager; Evan Miles, Real Estate Project Manager and Claudia Hurtado, Executive Assistant.

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

**2) Additions or Deletions to the Agenda**

Chair Johnson called for additions or deletions to the December 13, 2022 agenda. There were none.

**3) General Public Comment**

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

Commissioner Tarango joined the meeting at 3:04 p.m.

**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) Amendment No. 2 to Employment Agreement between the Housing Authority of the County of San Bernardino and Executive Director Maria Razo**

Discussion calendar item number 5, approval of Amendment No. 2 to Employment Agreement between the Housing Authority of the County of San Bernardino and Executive Director Maria Razo, was requested.

Legal Counsel to the Housing Authority, Fred Galante explained the item.

Commissioner Tarango moved to approve discussion calendar item number 5, as recommended by staff and Commissioner Cooper seconded the motion. Upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Johnson

Commissioner Cooper

Commissioner MacDuff

Commissioner Miller

Commissioner Tarango

Nays

**6) Employee Handbook Policy Revisions**

Discussion calendar item number 6 to adopt Resolution No. 170 approving revisions to the Housing Authority of the County of San Bernardino's Personnel Policy Handbook, was requested.

Executive Director Razo explained the item.

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

Ayes

Chair Johnson

Commissioner Cooper

Commissioner MacDuff

Commissioner Miller

Commissioner Tarango

Nays

**7) Contract Amendment with Nan McKay and Associates, Inc. for HCV Case Management Services**

Discussion calendar item number 7 to 1) Approve Amendment No. 3 to contract No. PC1223, effective February 1, 2023, with Nan McKay and Associates, Inc. for Housing Choice Voucher Case Management Services, increasing the current contract amount by \$175,000 for a total amount not to exceed \$889,000 and exercising the option to extend the term by a single year through January 31, 2024, 2) Authorize and direct the Executive Director to execute and deliver



the contract amendment to Nan McKay and Associates, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

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

Ayes

Chair Johnson  
Commissioner Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Tarango

Nays

**8) Contract amendment with Intergraded Security Management Group (ISMG) for Armed Guard Services**

Discussion calendar item number 8 to 1) Approve amendment No. 5 to contract No. PC1203, effective March 1, 2023, with ISMG for Armed Guard Services increasing the current contract by \$115,005 for a total amount not to exceed \$444,256 through February 29, 2024, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to ISMG 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 Miller moved to approve discussion calendar item number 8, as recommended by staff, and Commissioner Tarango duly seconded the motion.

Discussion amongst the Board of Commissioners took place regarding board agenda item number 8.

Upon roll call, the Ayes and Nays were as follows:

Ayes

Chair Johnson  
Commissioner Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Tarango

Nays

**9-12) Consent Calendar**

Approval of the consent calendar including agenda item numbers 9-12 was requested.

Commissioner Miller moved to approve consent calendar agenda item numbers 9-12, to:

9) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on November 8, 2022.

10) Approve and file Agency-wide Financial Statements through August 2022.

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

12) Adopt Resolution No. 169 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 16, 2022 through January 15, 2023.

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

Ayes

Chair Johnson  
Commissioner Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Tarango

Nays

Chair Johnson provided an opportunity for individual board member comments. Chair Johnson thanked Executive Director Razo for her hard work, dedication, and leadership. Executive Director Razo took the opportunity to thank the Board of Commissioners for their support to the Housing Authority.

There being no other business, Commissioner Tarango moved for the regular meeting of Tuesday, December 13, 2022, to be adjourned, which motion was duly seconded by Commissioner Cooper. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 3:20 p.m.

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Tim Johnson, Chair

---

Beau Cooper, Vice Chair

---

Cassie MacDuff

---

Sylvia Miller

---

Bobby Tarango

Attest:

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Secretary

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

**January 10, 2023**

## **FROM**

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

## **SUBJECT**

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

## **RECOMMENDATION(S)**

Approve and file Agency-wide Financial Statements through September 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 September 2022 for Federal Fiscal Year (FFY) 2021-22 is (\$3,851,223). The net loss is currently lower than the budgeted net income of \$10,498,684, with a variance of \$14.3 million.

The \$14.3 million variance between the budgeted net income and the actual net income is due to:

- \$8.5 million less in 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 \$2.5 million due to a lower lease rate than expected. We expect the lease rate to continue to increase over the coming year.
- An increase of \$2.9 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 that received expenditure authorization from the board via separate board actions.
- Depreciation expenses and other non-operating items are not budgeted and amount to \$5.2 million through September 2022.

The information provided are based on unaudited information. During the audit process, revenue and expenses are typically adjusted and we expect a material amount of expenses related to the pension and Other Post Employment Benefit (OPEB) plans to be recognized during this process which will decrease the operating net income and an increase in the net loss for the 2022 fiscal year. The audited financial report will be

provided to the Board once the audit process has been completed which we estimate will be on June 30, 2023.

<b>Financial Summary</b>	<b>FY 2022 YTD</b>
Revenues	\$160,593,488
Expenses	\$(159,213,813)
Operating Net Income/(Loss)	\$1,379,675
Operating Transfers/Non-Operating Items	\$(5,230,898)
<b>Net Income/(Loss)</b>	<b>\$(3,851,223)</b>

#### **BACKGROUND INFORMATION**

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2021-22 budget and financial operations continue to support the vision and mission of HACSB and are in line with its Strategic Plan and Moving to Work Annual Plans. Overall, HACSB has demonstrated fiscal stability even through the challenges presented by the pandemic.

Despite ongoing challenges, we continue to focus on maintaining the agency's fiscal stability, - customer service, innovation, enhancing partnerships that will assist our staff and families, and a continued passion for our agency's mission.

Based on HUD's guidance to routinely present key information to HACSB's Board of Commissioners, HACSB is presenting the financial statements on a monthly basis.

#### **PROCUREMENT**

Not applicable.

#### **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on December 28, 2022.

## HACSB Budget Comparison

Period = Oct 2021-Sep 2022

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	27,608,380	26,093,339	1,515,040	5.81	26,093,339
Total Other Tenant Income	712,018	600,732	111,286	18.53	600,732
NET TENANT INCOME	28,320,398	26,694,072	1,626,327	6.09	26,694,072
GRANT INCOME					
TOTAL GRANT INCOME	125,636,326	136,820,678	-11,184,352	-8.17	136,820,678
OTHER INCOME					
TOTAL OTHER INCOME	6,636,763	6,918,012	-281,249	-4.07	6,918,012
TOTAL INCOME	160,593,488	170,432,762	-9,839,274	-5.77	170,432,762
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	8,075,718	10,381,030	2,305,312	22.21	10,381,030
ADMINISTRATIVE					
Total Administrative Salaries	13,897,550	14,891,275	993,725	6.67	14,891,275
Total Legal Expense	590,050	493,744	-96,307	-19.51	493,744
Total Other Admin Expenses	7,102,730	6,012,450	-1,090,280	-18.13	6,012,450
Total Miscellaneous Admin Expenses	2,226,082	2,799,577	573,494	20.48	2,799,577
TOTAL ADMINISTRATIVE EXPENSES	23,816,413	24,197,045	380,632	1.57	24,197,045
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	3,148,075	212,482	-2,935,593	-1,381.57	212,482
UTILITIES					
TOTAL UTILITY EXPENSES	4,057,819	3,883,825	-173,994	-4.48	3,883,825
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	3,245,337	2,768,190	-477,147	-17.24	2,768,190
Total Materials	940,686	936,669	-4,017	-0.43	936,669
Total Contract Costs	3,553,086	4,048,806	495,719	12.24	4,048,806
TOTAL MAINTENANCE EXPENSES	7,739,110	7,753,664	14,555	0.19	7,753,664
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	2,072,219	1,218,695	-853,524	-70.04	1,218,695
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	4,248,387	3,710,753	-537,635	-14.49	3,710,753
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	104,566,154	107,120,942	2,554,788	2.38	107,120,942
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	1,489,918	1,455,642	-34,276	-2.35	1,455,642
TOTAL OPERATING EXPENSES	159,213,813	159,934,078	720,265	0.45	159,934,078
<b>OPERATING NET INCOME</b>	<b>1,379,675</b>	<b>10,498,684</b>	<b>-9,119,009</b>	<b>-86.86</b>	<b>10,498,684</b>
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	5,230,898	0	-5,230,898	N/A	0
NET INCOME	-3,851,223	10,498,684	-14,349,907	-136.68	10,498,684

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

**January 10, 2023**

## **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 October 2022

## **RECOMMENDATION(S)**

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of October 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 October 31, 2022, is \$45,747.24. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in its annual budget.

## **BACKGROUND INFORMATION**

On a monthly basis, HACSB records vacated tenant accounts for the Authority Owned Portfolio for the purpose of being written off to collection losses. Authority Owned Portfolio units are owned by HACSB and were either acquired or developed through a variety of partnerships with local governments and/or HACSB's non-profit affiliate Housing Partners I, Inc., and also include public housing developments converted through the United States Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration (RAD) program.

Despite HACSB's efforts to collect the debts listed in the attached reports, it has been determined that such debts are uncollectible. As part of HACSB's standard property management business practices, Board of Commissioners approval is requested to write off these accounts as accounts receivable losses to the Authority Owned Portfolio. Losses during this time period are primarily for voluntary move-outs and skips. The total write-off for the month of October 2022 is \$45,747.24, 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 October 2022  
January 10, 2023

<b>SUMMARY BY PROPERTY MANAGEMENT</b>		
<b>PROPERTY</b>	<b>NO. VACATED</b>	<b>TOTAL</b>
203 - Maplewood	1	322.00
207 - Barstow	1	59.00
403 - Summit Walk	1	832.00
407 - Sunset Pointe	6	37,360.92
408 - Sunrise Vista	3	(1,407.00)
		-
Concessions Write Off		-
<b>TOTAL RENT WRITE OFF</b>	12	37,166.92
Miscellaneous Charges		625.00
Maintenance Charges		15,333.32
Legal Charges		-
Security Deposits Applied		(7,378.00)
<b>NET TOTAL WRITE OFF</b>		45,747.24

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

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

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 10/31/22

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
<b>203 - Maplewood</b>													
1	G.	J.		V	354.00	322.00		50.00	2,242.19		2,614.19	993.00	1,621.19
<b>TOTALS:</b>						<b>322.00</b>	-	<b>50.00</b>	<b>2,242.19</b>	-	<b>2,614.19</b>	<b>993.00</b>	<b>1,621.19</b>
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice to Vacate	08/29/22	N/A	N/A	N/A	N/A		N/A	N/A		10/24/22		

<b>207 - Barstow</b>													
1	B.	D.		V	293.00	59.00			729.50		788.80	651.00	137.50
<b>TOTALS:</b>						<b>59.00</b>	-	-	<b>729.50</b>	-	<b>788.80</b>	<b>45,509.00</b>	<b>137.50</b>
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Skipped- Deceased	N/A	N/A	N/A	N/A	N/A		N/A	N/A		10/06/22		

<b>403 - Summit Walk</b>													
1	D.	A.		V	1,475.00	832.00	-	50.00	180.00		1,062.00	1,035.00	27.00
<b>TOTALS:</b>						<b>832.00</b>	-	<b>50.00</b>	<b>180.00</b>	-	<b>1,062.00</b>	<b>1,035.00</b>	<b>27.00</b>
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	30 Day Notice	07/20/22									09/30/22		

\*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: 10/31/22

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
<b>407 - Sunset Pointe</b>													
1	V.	B.		V	825.00	34.00		150.00	2,483.00		2,667.00	400.00	2,267.00
2	D.	M.		S	875.00	424.00		150.00	1,292.48		1,866.48	400.00	1,466.48
3	M.	J.		S	925.00	11,084.00		75.00	1,083.00		12,242.00	900.00	11,342.00
4	W.	D.		S	900.00	7,709.00		75.00	1,493.00		9,277.00	900.00	8,377.00
5	R.	K.		S	825.00	6,235.00			1,712.00		7,947.00	400.00	7,547.00
6	H.	L.		S	825.00	11,874.92		75.00	2,100.00		14,049.92	400.00	13,649.92
<b>TOTALS:</b>						<b>37,360.92</b>	<b>-</b>	<b>525.00</b>	<b>10,163.48</b>	<b>-</b>	<b>48,049.40</b>	<b>3,400.00</b>	<b>44,649.40</b>

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	30 Day Notice	07/01/22								08/05/22
2	Skip									07/29/22
3	Skip									10/07/22
4	Skip									10/07/22
5	Skip									10/05/22
6	Skip									10/07/22

<b>408 - Sunrise Vista</b>													
1	C.	D.				(2,760.00)					(2,760.00)		(2,760.00)
2	S.	Q.							(439.20)		(439.20)		(439.20)
3	S.	M.		T	825.00	1,643.00			245.00		1,888.00	500.00	1,388.00
4	R.	T.		V	825.00	(265.00)			1,682.00		1,417.00	299.00	1,118.00
5	H.	M.		V	825.00	(25.00)			963.00		938.00	500.00	438.00
<b>TOTALS:</b>						<b>(1,407.00)</b>	<b>-</b>	<b>-</b>	<b>2,450.80</b>	<b>-</b>	<b>1,043.80</b>	<b>1,299.00</b>	<b>(255.20)</b>

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	COVID Payment on bad debt									
2	Collection on bad debt									
3	3 Day Notice To Comply	08/02/22	Posted							10/03/22
4	30 Day Notice	07/01/22								10/03/22
5	30 Day Notice	08/01/22								10/31/22

\*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:

10/31/22

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
<b>426 - Sunnyside</b>													
1	H.	J.							(298.25)		(298.25)		(298.25)
2	R.	A.							(134.40)		(134.40)		(134.40)
											-		-
<b>TOTALS:</b>						-	-	-	(432.65)	-	(432.65)	-	(432.65)
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	Payment on bad debt												
2	Collection on bad debt												

<b>ALL PROPERTY TOTALS:</b>						37,166.92	-	625.00	15,333.32	-	53,125.54	7,378.00	45,747.24
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Submitted by:

Date:

Reviewed by:

Date:

\*Reasons: E=Eviction S=Skip V=Voluntary T=Terminated Tenancy \*\*Unpaid Misc.:

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**

**January 10, 2023**

## **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. 174 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 16, 2023 through February 15, 2023.

(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. The Board has since approved the use of remote teleconferencing meeting procedures pursuant to Government Code Section 54953(e) monthly.

Most recently, on December 13, 2022, the Board adopted Resolution No. 169 (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 December 16, 2022, through January 15, 2023.

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 February 15, 2023.

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, Fred Galante, on December 21, 2022.

## HOUSING AUTHORITY RESOLUTION NO. 2023-174

**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 JANUARY 16, 2023, THROUGH FEBRUARY 15, 2023**

### 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 January 16, 2023, through February 15, 2023.

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) February 15, 2023, 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