

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

TO BE HELD AT 715 EAST BRIER DRIVE
SAN BERNARDINO, CALIFORNIA
JUNE 18, 2024 AT 3:00 P.M.

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 or, alternatively, please submit your comments via email 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/> or email at publiccomment@hacsb.com. Your comments will be placed into the record at the meeting. Efforts will be made to read the comments into the record, but some comments may not be read due to time limitations.

DISCUSSION CALENDAR

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

- 4) Receive the Executive Director's Report for June 18, 2024.
(Page 1)
- 5) 1 – Approve Amendment No. 2 to contract No. PC1154, effective August 12, 2024, with CohnReznick, LLP for Financial Audit Services to exercise the second and last option year and increase the current contract amount by \$102,780 for a total contract amount not to exceed \$495,800 through August 11, 2025.

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
(Page 2-7)
- 6) 1 – Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. for 53 units at the Vista Del Sol property for a 15-year period from September 15, 2025, through September 14, 2040.

- 2 – Authorize and direct the Executive Director to execute and deliver the contract extension to Housing Partners I, Inc., and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 8-42)
- 7) 1 – Approve Contract No. PC1366, effective July 1, 2024, with Executive Inspections, LLC, for Inspection Services – alternate including Independent Entity Services and Functions for a three-year base period with two single or multiple year options to extend through June 30, 2029.
- 2 – Approve a total amount not to exceed \$228,000 for the three-year base period.
- 3 – Authorize and direct the Executive Director to execute and deliver Contract No. PC 1366 to Executive Inspections, LLC, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 43-69)
- 8) 1 – Approve Amendment No. 1 to contract OC1355, retroactive to May 1, 2024, for agencywide landscaping services with RP Landscape & Irrigation to add additional properties and increase the contract by \$180,846.84 for a total amount not-to-exceed \$731,814.84 through April 30, 2026.
- 2 – Approve Amendment No 1 to contract PC1355, retroactive to May 1, 2024, for agencywide landscaping services with Mariposa Landscapes, Inc. to remove properties and decrease the contract by \$146,304.08 for a total amount not-to-exceed \$314,761.92 through April 30, 2026.
- 3 – Authorize and direct the Executive Director to execute and deliver Contract amendments to RP Landscape & Irrigation and Mariposa Landscape, Inc, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 70-83)

CONSENT CALENDAR

APPROVAL OF CONSENT ITEMS: # 9-11

- 9) 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 May 14, 2024.
(Pages 84-88)
- 10) Approve and file Agency-wide Financial Statements through February 2024.
(Pages 89-92)
- 11) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of March 2024.
(Pages 93-100)
- 12) Receive the board building presentation for June 18, 2024, regarding preliminary information for the fiscal year 2024-2025 agency budget and the 2025 Moving to Work Annual Plan.
(Pages 101)

13) Individual Board member comments.

14) 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 meeting.

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

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

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

June 18, 2024

FROM

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

SUBJECT

Executive Director's Report for June 18, 2024

RECOMMENDATION(S)

Receive the Executive Director's Report for June 18, 2024.
(Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

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.

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

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 U.S. Department of Housing and Urban Development.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 07, 2024.

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

June 18, 2024

FROM

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

SUBJECT

Contract Amendment with CohnReznick, LLP for Financial Audit Services.

RECOMMENDATION(S)

1. Approve Amendment No. 2 to contract No. PC1154, effective August 12, 2024, with CohnReznick, LLP for Financial Audit Services to exercise the second and last option year and increase the current contract amount by \$102,780 for a total contract amount not to exceed \$495,800 through August 11, 2025.
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)

STRATEGIC PLAN ALIGNMENT

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.

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

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 out resources by mobilizing the talents of our community partners.

FINANCIAL IMPACT

This item is not expected to exceed \$495,000 which will be funded through the Housing Authority of the County of San Bernardino's (HACSB) operation's budget. The amount for Fiscal Year 2024 is included in the budget and additional years will be included in subsequent fiscal year budgets.

BACKGROUND INFORMATION

HACSB is required to have a third party independent financial audit conducted each fiscal year. The audited financial statements are used to provide financial information to various reporting entities such as the United States Department of Housing and Urban Development (HUD) and other funding institutions.

The independent auditor shall:

- Conduct audit services in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States.
- Prepare financial statements in accordance with Generally Accepted Accounting Principles (GAAP) and HUD's timetable for submission.

Contract amendment with CohnReznick, LLP for Financial Audit Services
June 18, 2024

Approval of this item will provide HACSB with the financial auditing services needed to comply with such requirements.

PROCUREMENT

HACSB previously issued a Request for Proposal (RFP) PC1154 on December 17, 2019 for Financial Audit Services which resulted in the receipt of seven proposals. Outreach efforts included email invitations via PlanetBids, our eBidding website to 11 vendors and posting on the agency website. The proposals were evaluated per the requirements of the RFP in which CohnReznick LLP was deemed reasonably priced, considered responsive, and determined qualified to provide this service to HACSB.

On August 11, 2020, the Board of Commissioners of the Housing Authority of the County of San Bernardino awarded a contract in the amount of \$291,790.00 for a three-year base through August 11, 2023, with the option for two additional single-year contract extensions through August 11, 2025.

On July 11, 2023, the Board of Commissioners of the Housing Authority of the County of San Bernardino approved Amendment No. 1 to exercise the first option year and increase the contract by \$101,230.00 for a total amount not to exceed \$393,020.00 through August 11, 2024.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 30, 2024.



**AMENDMENT #2 TO CONTRACT FOR TENANT SCREENING SERVICES
(PC1154)**

BETWEEN

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

And

COHNREZNICK, LLP

This Amendment No. 2 ("Second Amendment"), dated August 12, 2024 ("Effective Date"), to Agreement for Financial Audit Services (PC1154), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and Cohn Reznick, LLP ("Contractor").

RECITALS

WHEREAS, the Authority and Contractor entered into that certain Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated August 12, 2020 relating to Financial Audit Services ("Agreement") with a total price of \$291,790.00;

WHEREAS, on August 12, 2023, the Authority entered into the first Amendment to the Agreement to exercise the first option year through August 11, 2024, and increase the contract by \$101,230.00 for a total amount not-to-exceed \$393,020.00.

WHEREAS, the Authority and Contractor now wish to enter into this second Amendment to the Agreement to extend the term by exercising the final option year and increase the contract by \$102,780.00 for a total amount not-to-exceed \$495,800.00.

OPERATIVE PROVISIONS

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

Section 1. Article 3 of the Agreement is hereby amended to extend the term for an additional one (1) year and expiring on August 11, 2025. Except as so amended, the other provisions of Article 3 shall remain unmodified and in full force and effect.

Section 2. Article 4 of the Agreement, entitled "Price" is hereby amended to increase the compensation payable to Contractor for the provision of the Work for the total not-to-exceed sum as shown in the Total Agreement Cost set forth on Exhibit "A-1. Except as so amended, the other provisions of Article 4 shall remain unmodified and in full force and effect.

Section 3. Continuing Effect of Agreement. Except as amended by this Second Agreement, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Second Amendment.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and CohnReznick, LLP hereby execute this Second Amendment.

COHN REZNICK, LLP

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

By: _____

By: _____

Name: _____

Name: Maria Razo

Title: _____

Title: Executive Director

Date: _____

Date: _____

Exhibit A-1

Schedule Dates:

Effective Date: August 12, 2024

Completion Date: August 11, 2025

Total Agreement Cost: Not to exceed \$495,800.00

Original Agreement Amount Not to Exceed	\$291,790.00
Net Change Orders Previously Approved	\$0.00
Net Change Order Previously Approved – Amendment #1	\$101,230.00
Net Change Order – Amendment #2	\$102,780.00
Agreement Value as Amended Not to Exceed	\$495,800.00

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

June 18, 2024

FROM

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

SUBJECT

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. for 53 units at the Vista Del Sol property.

RECOMMENDATION(S)

1. Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with Housing Partners I, Inc. for 53 units at the Vista Del Sol property for a 15-year period from September 15, 2025, through September 14, 2040.
2. Authorize and direct the Executive Director to execute and deliver the contract extension to Housing Partners I, Inc., and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

STRATEGIC PLAN ALIGNMENT

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.

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

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 out resources by mobilizing the talents of our community partners.

FINANCIAL IMPACT

Approval of the proposed extension to the Project-Based Voucher (PBV) Program Housing Assistance Payments (HAP) Contract will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) annual budget as the payments coinciding with this contract are included in the annual HAP budget.

BACKGROUND INFORMATION

The Vista Del Sol Property was developed as a partnership between HACSB and its non-profit affiliate Housing Partners I, Inc. (HPI). On September 15, 2010, HACSB entered into a 15-year PBV Program HAP Contract with HPI for Vista Del Sol, a 71-unit senior development. Currently, 53 units receive PBV assistance under the Contract which is set to expire September 14, 2025.

The PBV program ensures stable, affordable housing to low-income seniors in the Redlands community. Therefore, the extension of the Contract is appropriate to continue providing affordable housing for low-income families, and HACSB staff recommends the Board of Commissioners approve the extension to the HAP Contracts Agreement between HPI and HACSB.

PROCUREMENT

Not applicable.

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with
Housing Partners I, Inc. for the Vista Del Sol property
June 18, 2024

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 6, 2024.

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

**SECTION 8 PROJECT-BASED VOUCHER PROGRAM
HOUSING ASSISTANCE PAYMENTS CONTRACT**

EXISTING HOUSING

PART 1 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

Privacy Notice. The Department of Housing and Urban Development (HUD) is authorized to collect the information on this form by 24 CFR § 983.202. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. The Personally Identifiable Information (PII) data collected on this form are not stored or retrieved within a system of record.

1. CONTRACT INFORMATION

a. Parties

This housing assistance payments (HAP) contract is entered into between:

_____ (PHA) and

_____ (owner).

b. Contents of contract

The HAP contract consists of Part 1, Part 2, and the contract exhibits listed in paragraph c.

c. Contract exhibits

The HAP contract includes the following exhibits:

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 1 of Part 1
(04/2023)**

- EXHIBIT A: TOTAL NUMBER OF UNITS IN PROJECT COVERED BY THIS HAP CONTRACT; INITIAL RENT TO OWNER; AND DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)
- EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER
- EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS
- EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973 AND IMPLEMENTING REGULATIONS AT 24 CFR PART 8

ADDITIONAL EXHIBITS

d. Effective date and term of the HAP contract

1. Effective date

- a. The PHA may not enter into a HAP contract for any contract unit until the PHA (or an independent entity, as applicable) has determined that the unit meets the PBV inspection requirements.
- b. For all contract units, the effective date of the HAP contract is:
_____.
- c. The term of the HAP contract begins on the effective date.

2. Length of initial term

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:
_____.
- b. The initial term of the HAP contract may not be less than one year,

nor more than twenty years.

3. Extension of term

The PHA and owner may agree to enter into an extension of the HAP contract at the time of initial HAP contract execution, or any time prior to expiration of the contract. Any extension, including the term of such extension, must be in accordance with HUD requirements. A PHA must determine that any extension is appropriate to achieve long-term affordability of the housing or expand housing opportunities.

4. Requirement for sufficient appropriated funding

- a. The length of the initial term and any extension term shall be subject to availability, as determined by HUD, or by the PHA in accordance with HUD requirements, of sufficient appropriated funding (budget authority), as provided in appropriations acts and in the PHA's annual contributions contract (ACC) with HUD, to make full payment of housing assistance payments due to the owner for any contract year in accordance with the HAP contract.
- b. The availability of sufficient funding must be determined by HUD or by the PHA in accordance with HUD requirements. If it is determined that there may not be sufficient funding to continue housing assistance payments for all contract units and for the full term of the HAP contract, the PHA has the right to terminate the HAP contract by notice to the owner for all or any of the contract units. Such action by the PHA shall be implemented in accordance with HUD requirements.

e. Occupancy and payment

1. Payment for occupied unit

During the term of the HAP contract, the PHA shall make housing assistance payments to the owner for the months during which a contract unit is leased to and occupied by an eligible family. If an assisted family moves out of a contract unit, the owner may keep the housing assistance payment for the calendar month when the family moves out (“move-out month”). However, the owner may not keep the payment if the PHA determines that the vacancy is the owner’s fault.

2. ~~Vacancy payment~~

~~THE PHA HAS DISCRETION WHETHER TO INCLUDE THE
VACANCY PAYMENT PROVISION (PARAGRAPH c.2), OR TO
STRIKE THIS PROVISION FROM THE HAP CONTRACT FORM.~~

- ~~a. If an assisted family moves out of a contract unit, the PHA may provide vacancy payments to the owner for a PHA determined vacancy period extending from the beginning of the first calendar month after the move out month for a period not exceeding two full months following the move out month.~~
- ~~b. The vacancy payment to the owner for each month of the maximum two-month period will be determined by the PHA, and cannot exceed the monthly rent to owner under the assisted lease, minus any portion of the rental payment received by the owner (including amounts available from the tenant's security deposit). Any vacancy payment may cover only the period the unit remains vacant.~~
- ~~c. The PHA may make vacancy payments to the owner only if:
 - ~~1. The owner gives the PHA prompt, written notice certifying that the family has vacated the unit and the date when the family moved out (to the best of the owner's knowledge and belief);~~
 - ~~2. The owner certifies that the vacancy is not the fault of the owner and that the unit was vacant during the period for which payment is claimed;~~
 - ~~3. The owner certifies that it has taken every reasonable action to minimize the likelihood and length of vacancy; and~~
 - ~~4. The owner provides any additional information required and requested by the PHA to verify that the owner is entitled to the vacancy payment.~~~~
- ~~d. The PHA must take every reasonable action to minimize the likelihood and length of vacancy.~~
- ~~e. The owner may refer families to the PHA for placement on the PBV waiting list.~~

- ~~f. The owner must submit a request for vacancy payments in the form and manner required by the PHA and must provide any information or substantiation required by the PHA to determine the amount of any vacancy payments.~~

3. PHA is not responsible for family damage or debt to owner

Except as provided in this paragraph e (Occupancy and Payment), the PHA will not make any other payment to the owner under the HAP contract. The PHA will not make any payment to the owner for any damages to the unit, or for any other amounts owed by a family under the family's lease.

f. Income-mixing requirement

1. Except as provided in paragraphs f.2 through f.5 below, the PHA will not make housing assistance payments under the HAP contract for more than the greater of 25 units or 25 percent of the total number of dwelling units (assisted or unassisted) in any project. The term "project" means a single building, multiple contiguous buildings, or multiple buildings on contiguous parcels of land assisted under this HAP contract.
2. The limitation in paragraph f.1 does not apply to single-family buildings.
3. In referring eligible families to the owner for admission to the number of contract units in any project exceeding the 25 unit or 25 percent limitation under paragraph f.1, the PHA shall give preference to the applicable families as listed in f.8 below, for the number of contract units exclusively made available for occupancy by such families. The owner shall rent that number of contract units to such families referred by the PHA from the PHA waiting list.
4. Up to the greater of 25 units or 40 percent of units (instead of the greater of 25 units or 25 percent of units) in a project may be project-based if the project is located in a census tract with a poverty rate of 20 percent or less.
5. Units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD do not count toward the income-mixing requirement if, in the five years prior to issuance of the Request for Proposal or notice of owner selection (for projects selected based on a prior competition or without competition), the unit received one of the forms of HUD assistance or was under a federal rent restriction as described in f.6 and f.7, below.

6. The following specifies the number of contract units (if any) that received one of the following forms of HUD assistance:

- ☐ Public Housing or Operating Funds;
- ☐ Project-Based Rental Assistance (including Mod Rehab and Mod Rehab Single-Room Occupancy);
- ☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Rent Supplement Program;
- ☐ Rental Assistance Program;
- ☐ Flexible Subsidy Program.

Place a check mark in front of the form of assistance received by any of the contract units. The following total number of contract units received a form of HUD assistance listed above:

_____.

If all of the units in the project received such assistance, you may skip number g.8, below.

7. The following specifies the number of contract units (if any) that were under any of the following federal rent restrictions:

- ☐ Section 236;
- ☐ Section 221(d)(3) or (d)(4) BMIR (below-market interest rate);
- ☐ Housing for the Elderly (Section 202 or the Housing Act of 1959);
- ☐ Housing for Persons with Disabilities (Section 811 of the Cranston-Gonzalez Affordable Housing Act);
- ☐ Flexible Subsidy Program.

Place a check mark in front of the type of federal rent restriction that applied to any of the contract units. The following total number of contract

units were subject to a federal rent restriction listed above:

_____.

If all of the units in the project were subject to a federal rent restriction, you may skip number g.8, below.

8. The following specifies the number of contract units (if any) exclusively made available to elderly families, families eligible for supportive services, or eligible youth receiving Family Unification Program or Foster Youth to Independence (FUP/FYI) assistance:
- a. Place a check mark here ____ if any contract units are exclusively made available for occupancy by elderly families; The following number of contract units shall be rented to elderly families:
- _____.
- b. Place a check mark here ____ if any contract units are exclusively made available for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:
- _____.
- c. Place a check mark here ____ if any contract units are exclusively made available for occupancy by eligible youth receiving FUP/FYI assistance. The following number of contract units shall be rented to eligible families receiving FUP/FYI assistance:
- _____.
9. The PHA and owner must comply with all HUD requirements regarding income mixing.

EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING

I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802).

PUBLIC HOUSING AGENCY (PHA) Name of PHA (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date
OWNER Name of Owner (Print)
By:
Signature of authorized representative
Name and official title (Print)
Date

Previous editions are obsolete

**Project-Based Voucher Program
HAP Contract for Existing Housing**

**HUD 52530B Page - 8 of Part 1
(04/2023)**

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING**

PART 2 OF HAP CONTRACT

OMB Burden Statement. The public reporting burden for this collection of information is estimated to average 1 hour. This form is required to establish terms between a PHA and owner to provide housing assistance. This contract allows a PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. Assurances of confidentiality are not provided under this collection. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to the Office of Public and Indian Housing, US. Department of Housing and Urban Development, Washington, DC 20410. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number.

2. DEFINITIONS

Contract units. The housing units covered by this HAP contract. The contract units are described in Exhibit A.

Controlling interest. In the context of PHA-owned units (see definition below), controlling interest means:

- (a) Holding more than 50 percent of the stock of any corporation; or
- (b) Having the power to appoint more than 50 percent of the members of the board of directors of a non-stock corporation (such as a non-profit corporation); or
- (c) Where more than 50 percent of the members of the board of directors of any corporation also serve as directors, officers, or employees of the PHA; or
- (d) Holding more than 50 percent of all managing member interests in an LLC; or
- (e) Holding more than 50 percent of all general partner interests in a partnership;
or
- (f) Having equivalent levels of control in other ownership structures.

Existing housing. Housing units that already exist on the proposal selection date

and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

Family. The persons approved by the PHA to reside in a contract unit with assistance under the program.

HAP contract. This housing assistance payments contract between the PHA and the owner. The contract consists of Part 1, Part 2, and the contract exhibits (listed in section 1.c of the HAP contract).

Household. The family and any PHA-approved live-in aide.

Housing assistance payment. The monthly assistance payment by the PHA for a contract unit, which includes: (1) a payment to the owner for rent to the owner under the family's lease minus the tenant rent; and (2) an additional payment to or on behalf of the family if the utility allowance exceeds total tenant payment.

Housing quality standards (HQS). The HUD minimum quality standards for dwelling units occupied by families receiving project-based voucher program assistance.

HUD. U.S. Department of Housing and Urban Development.

HUD requirements. HUD requirements which apply to the project-based voucher program. HUD requirements are issued by HUD headquarters, as regulations, Federal Register notices or other binding program directives.

Owner. Any person or entity who has the legal right to lease or sublease a unit to a participant.

Premises. The building or complex in which a contract unit is located, including common areas or grounds.

Principal or interested party. This term includes a management agent and other persons or entities participating in project management, and the officers and principal members, shareholders, investors, and other parties having a substantial interest in the HAP contract, or in any proceeds or benefits arising from the HAP contract.

Program. The project-based voucher program (see authorization for project-based assistance at 42 U.S.C. 1437f(o)(13)).

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United

States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

PHA-owned units. A unit is “owned by a PHA” if the unit is in a project that is:

- (a) Owned by the PHA (which includes a PHA having a “controlling interest” in the entity that owns the unit; see definition above);
- (b) Owned by an entity wholly controlled by the PHA; or
- (c) Owned by a limited liability company (LLC) or limited partnership in which the PHA (or an entity wholly controlled by the PHA) holds a controlling interest in the managing member or general partner.

Proposal selection date. The date the PHA gives written notice of proposal selection to the owner whose proposal is selected in accordance with the criteria established in the PHA’s administrative plan.

Rent to owner. The total monthly rent payable to the owner under the lease for a contract unit. Rent to owner includes payment for any housing services, maintenance and utilities to be provided by the owner in accordance with the lease.

Tenant. The person or persons (other than a live-in aide) who executes the lease as a lessee of the dwelling unit.

Tenant rent. The portion of the rent to owner payable by the family, as determined by the PHA in accordance with HUD requirements. The PHA is not responsible for paying any part of the tenant rent.

3. **PURPOSE**

- a. This is a HAP contract between the PHA and the owner.
- b. The purpose of the HAP contract is to provide housing assistance payments for eligible families who lease contract units that comply with the HUD HQS from the owner.
- c. The PHA must make housing assistance payments to the owner in accordance with the HAP contract for contract units leased and occupied by eligible families during the HAP contract term. HUD provides funds to the PHA to make housing assistance payments to owners for eligible families.

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

The initial rent to owner for each contract unit is stated in Exhibit A, which is attached to and made a part of the HAP contract. At the beginning of the HAP contract term, and until rent to owner is adjusted in accordance with section 5 of the HAP contract, the rent to owner for each bedroom size (number of bedrooms) shall be the initial rent to owner amount listed in Exhibit A.

Place a check mark here ____ if the PHA has elected not to reduce rents below the initial rent to owner.

b. HUD rent requirements

Notwithstanding any other provision of the HAP contract, the rent to owner may in no event exceed the amount authorized in accordance with HUD requirements. The PHA has the right to reduce the rent to owner, at any time, to correct any errors in establishing or adjusting the rent to owner in accordance with HUD requirements. The PHA may recover any overpayment from the owner.

c. PHA payment to owner

1. Each month the PHA must make a housing assistance payment to the owner for a unit under lease to and occupied by an eligible family in accordance with the HAP contract.
 2. The monthly housing assistance payment to the owner for a contract unit is equal to the amount by which the rent to owner exceeds the tenant rent.
 3. Payment of the tenant rent is the responsibility of the family. The PHA is not responsible for paying any part of the tenant rent, or for paying any other claim by the owner against a family. The PHA is responsible only for making housing assistance payments to the owner on behalf of a family in accordance with the HAP contract.
 4. The owner will be paid the housing assistance payment under the HAP contract on or about the first day of the month for which payment is due, unless the owner and the PHA agree on a later date.
 5. To receive housing assistance payments in accordance with the
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HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.

6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

The PHA may terminate housing assistance for a family under the HAP contract in accordance with HUD requirements. The PHA must notify the owner in writing of its decision to terminate housing assistance for the family in such case.

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

1. At each annual anniversary during the term of the HAP contract, the PHA shall adjust the amount of rent to owner, upon request to the PHA by the owner, in accordance with law and HUD requirements. In addition, the PHA shall adjust the rent to owner when there is a ten percent decrease in the published, applicable Fair Market Rent in accordance with 24 CFR 983.302. However, if the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner, the rent to owner shall not be reduced below the initial rent to owner except in those cases described in 24 CFR 983.302(c)(2).
2. The adjustment of rent to owner shall always be determined in accordance with all HUD requirements. The amount of the rent to owner may be adjusted up or down, in the amount defined by the PHA in accordance with HUD requirements.

b. Reasonable rent

The rent to owner for each contract unit, as adjusted by the PHA in accordance with 24 CFR 983.303, may at no time exceed the reasonable rent charged for comparable units in the private unassisted market, except in cases where the PHA has elected within the HAP contract not to reduce rents below the initial rent to owner. The reasonable rent shall be determined by the PHA in accordance with HUD requirements.

c. No special adjustments

The PHA will not make any special adjustments of the rent to owner.

d. Owner compliance with HAP contract

The PHA shall not approve, and the owner shall not receive, any increase of rent to owner unless all contract units are in accordance with the HQS, and the owner has complied with the terms of the assisted leases and the HAP contract.

e. Notice of rent adjustment

Rent to owner shall be adjusted by written notice by the PHA to the owner in accordance with this section. Such notice constitutes an amendment of the rents specified in Exhibit A.

6. OWNER RESPONSIBILITY

The owner is responsible for:

- a. Performing all management and rental functions for the contract units.
- b. Maintaining the units in accordance with HQS.
- c. Complying with equal opportunity requirements.
- d. Enforcing tenant obligations under the lease.
- e. Paying for utilities and housing services (unless paid by the family under the lease).
- f. Collecting from the tenant:
 1. Any security deposit;

2. The tenant rent; and
3. Any charge for unit damage by the family.

7. OWNER CERTIFICATION

The owner certifies that at all times during the term of the HAP contract:

- a. All contract units are in good and tenantable condition. The owner is maintaining the premises and all contract units in accordance with the HQS.
- b. The owner is providing all the services, maintenance and utilities as agreed to under the HAP contract and the leases with assisted families.
- c. Each contract unit for which the owner is receiving housing assistance payments is leased to an eligible family referred by the PHA, and the lease is in accordance with the HAP contract and HUD requirements.
- d. To the best of the owner's knowledge, the members of the family reside in each contract unit for which the owner is receiving housing assistance payments, and the unit is the family's only residence.
- e. The owner (including a principal or other interested party) is not the parent, child, grandparent, grandchild, sister, or brother of any member of a family residing in a contract unit unless the PHA has determined that approving leasing of the unit would provide a reasonable accommodation for a family member who is a person with disabilities.
- f. The amount of the housing assistance payment is the correct amount due under the HAP contract.
- g. The rent to owner for each contract unit does not exceed rents charged by the owner for other comparable unassisted units.
- h. Except for the housing assistance payment and the tenant rent as provided under the HAP contract, the owner has not received and will not receive any payments or other consideration (from the family, the PHA, HUD, or any other public or private source) for rental of the contract unit.
- i. The family does not own, or have any interest in the contract unit. If the owner is a cooperative, the family may be a member of the cooperative.

8. CONDITION OF UNITS

a. Owner maintenance and operation

The owner must maintain and operate the contract units and premises to provide decent, safe and sanitary housing in accordance with the HQS, including performance of ordinary and extraordinary maintenance. The owner must provide all the services, maintenance and utilities set forth in Exhibits B and C, and in the lease with each assisted family.

b. PHA inspections

1. The PHA must inspect each contract unit before execution of the HAP contract. The PHA may not enter into a HAP contract covering a unit until the unit fully complies with the HQS.
2. Before providing assistance to a new family in a contract unit, the PHA must inspect the unit. The PHA may not provide assistance on behalf of the family until the unit fully complies with the HQS.
3. At least biennially during the term of the HAP contract, the PHA must inspect a random sample, consisting of at least 20 percent of the contract units in each building, to determine if the contract units and the premises are maintained in accordance with the HQS. Turnover inspections pursuant to paragraph 2 of this section are not counted toward meeting this biennial inspection requirement.
4. If more than 20 percent of the sample of inspected contract units in a building fail the initial inspection, the PHA must reinspect 100 percent of the contract units in the building.
5. The PHA must inspect contract units whenever needed to determine that the contract units comply with the HQS and that the owner is providing maintenance, utilities, and other services in accordance with the HAP contract. The PHA must take into account complaints and any other information that comes to its attention in scheduling inspections.

c. Violation of the housing quality standards

1. If the PHA determines a contract unit is not in accordance with the HQS, the PHA may exercise any of its remedies under the HAP contract for all or any contract units. Such remedies include

termination, suspension or reduction of housing assistance payments, and termination of the HAP contract.

2. The PHA may exercise any such contractual remedy respecting a contract unit even if the family continues to occupy the unit.
3. The PHA shall not make any housing assistance for a dwelling unit that fails to meet the HQS, unless the owner corrects the defect within the period specified by the PHA and the PHA verifies the correction. If a defect is life threatening, the owner must correct the defect within no more than 24 hours. For other defects, the owner must correct the defect within no more than 30 calendar days (or any PHA-approved extension).

d. Maintenance and replacement—owner’s standard practice

Maintenance and replacement (including redecoration) must be in accordance with the standard practice for the building concerned as established by the owner.

9. LEASING CONTRACT UNITS

a. Selection of tenants

1. During the term of the HAP contract, the owner must lease all contract units to eligible families selected and referred by the PHA from the PHA waiting list. (See 24 CFR 983.251.)
 2. The owner is responsible for adopting written tenant selection procedures that are consistent with the purpose of improving housing opportunities for very low-income families and reasonably related to program eligibility and an applicant’s ability to perform the lease obligations.
 3. Consistent with HUD requirements and Federal civil rights and fair housing requirements, the owner may apply its own nondiscriminatory tenant selection procedures in determining whether to admit a family referred by the PHA for occupancy of a contract unit. The owner may refer families to the PHA for placement on the PBV waiting list.
 4. The owner must promptly notify in writing any rejected applicant of the grounds for rejection.
 5. The PHA must determine family eligibility in accordance with
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HUD requirements.

6. The contract unit leased to each family must be appropriate for the size of the family under the PHA's subsidy standards.
7. If a contract unit was occupied by an eligible family at the time the unit was selected by the PHA, or is so occupied on the effective date of the HAP contract, the owner must offer the family the opportunity to lease the same or another appropriately-sized contract unit with assistance under the HAP contract.
8. The owner is responsible for screening and selecting tenants from the families referred by the PHA from its waiting list.

b. Vacancies

1. The owner must promptly notify the PHA of any vacancy in a contract unit. After receiving the owner notice, the PHA shall make every reasonable effort to refer a sufficient number of families for owner to fill the vacancy.
2. The owner must rent vacant contract units to eligible families on the PHA waiting list referred by the PHA.
3. The PHA and the owner must make reasonable, good faith efforts to minimize the likelihood and length of any vacancy.
4. If any contract units have been vacant for a period of 120 or more days since owner notice of vacancy (and notwithstanding the reasonable, good faith efforts of the PHA to fill such vacancies), the PHA may give notice to the owner amending the HAP contract to reduce the number of contract units by subtracting the number of contract units (by number of bedrooms) that have been vacant for such period.

10. TENANCY

a. Lease

The lease between the owner and each assisted family must be in accordance with HUD requirements. In all cases, the lease must include the HUD-required tenancy addendum. The tenancy addendum must include, word-for-word, all provisions required by HUD.

b. Termination of tenancy

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1. The owner may terminate a tenancy only in accordance with the lease and HUD requirements.
2. The owner must give the PHA a copy of any owner eviction notice to the tenant at the same time that the owner gives notice to the tenant. Owner eviction notice means a notice to vacate, or a complaint or other initial pleading used to commence an eviction action under State or local law.

c. Family payment

1. The portion of the monthly rent to owner payable by the family (“tenant rent”) will be determined by the PHA in accordance with HUD requirements. The amount of the tenant rent is subject to change during the term of the HAP contract. Any changes in the amount of the tenant rent will be effective on the date stated in a notice by the PHA to the family and the owner.
2. The amount of the tenant rent as determined by the PHA is the maximum amount the owner may charge the family for rent of a contract unit, including all housing services, maintenance and utilities to be provided by the owner in accordance with the HAP contract and the lease.
3. The owner may not demand or accept any rent payment from the tenant in excess of the tenant rent as determined by the PHA. The owner must immediately return any excess rent payment to the tenant.
4. The family is not responsible for payment of the portion of the contract rent covered by the housing assistance payment under the HAP contract. The owner may not terminate the tenancy of an assisted family for nonpayment of the PHA housing assistance payment.
5. The PHA is responsible only for making the housing assistance payments to the owner on behalf of the family in accordance with the HAP contract. The PHA is not responsible for paying the tenant rent, or any other claim by the owner.

d. Other owner charges

1. Except as provided in paragraph 2, the owner may not require the tenant or family members to pay charges for meals or supportive services. Nonpayment of such charges is not grounds for termination of tenancy.
2. In assisted living developments receiving project-based voucher assistance, owners may charge tenants, family members, or both for meals or supportive services. These charges may not be included in the rent to owner, nor may the value of meals and supportive services be included in the calculation of reasonable rent. Non-payment of such charges is grounds for termination of the lease by the owner in an assisted living development.
3. The owner may not charge the tenant or family members extra amounts for items customarily included in rent in the locality or provided at no additional cost to the unsubsidized tenant in the premises.

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to

the owner.

11. FAMILY RIGHT TO MOVE

- a. The family may terminate its lease at any time after the first year of occupancy. The family must give the owner advance written notice of intent to vacate (with a copy to the PHA) in accordance with the lease. If the family has elected to terminate the lease in this manner, the PHA must offer the family the opportunity for tenant-based rental assistance in accordance with HUD requirements.
- b. Before providing notice to terminate the lease under paragraph a, the family must first contact the PHA to request tenant-based rental assistance if the family wishes to move with continued assistance. If tenant-based rental assistance is not immediately available upon lease termination, the PHA shall give the family priority to receive the next available opportunity for tenant-based rental assistance.

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

The PHA subsidy standards determine the appropriate unit size for the family size and composition. The PHA and owner must comply with the requirements in 24 CFR 983.260. If the PHA determines that a family is occupying a wrong-size unit, or a unit with accessibility features that the family does not require, and the unit is needed by a family that requires the accessibility features, the PHA must promptly notify the family and the owner of this determination, and of the PHA's offer of continued assistance in another unit. 24 CFR 983.260(a).

13. PROHIBITION OF DISCRIMINATION

- a. The owner may not refuse to lease contract units to, or otherwise discriminate against any person or family in leasing of a contract unit, because of race, color, religion, sex (including sexual orientation and gender identity), national origin, disability, age or familial status.
- b. The owner must comply with the following requirements: The Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100 *et seq.*; Executive Order 11063, as amended by Executive Order 12259 (3 CFR, 1959-1963 Comp., p. 652 and 3 CFR, 1980 Comp., p. 307) (Equal Opportunity in Housing Programs) and implementing regulations at 24 CFR part 107; title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d-2000d-4) (Nondiscrimination in Federally Assisted Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and implementing

regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at 24 CFR part 8; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 28 CFR part 35; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964-1965 Comp., p. 339; 3 CFR, 1966-1970 Comp., p. 684; 3 CFR, 1966-1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971-1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women's Business Enterprise).

- c. The owner must comply with HUD's Equal Access to HUD-assisted or -insured housing rule (24 CFR 5.105(a)(2)).
- d. The owner must comply with the Violence Against Women Act, as amended, and HUD's implementing regulation at 24 CFR part 5, Subpart L, and program regulations.
- e. The PHA and the owner must cooperate with HUD in the conducting of compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

14. PHA DEFAULT AND HUD REMEDIES

If HUD determines that the PHA has failed to comply with the HAP contract, or has failed to take appropriate action to HUD's satisfaction or as directed by HUD, for enforcement of the PHA's rights under the HAP contract, HUD may assume the PHA's rights and obligations under the HAP contract, and may perform the obligations and enforce the rights of the PHA under the HAP contract.

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

Any of the following is a default by the owner under the HAP contract:

- 1. The owner has failed to comply with any obligation under the HAP contract, including the owner's obligations to maintain all contract

units in accordance with the housing quality standards.

2. The owner has violated any obligation under any other housing assistance payments contract under Section 8 of the United States Housing Act of 1937 (42 U.S.C. 1437f).
3. The owner has committed any fraud or made any false statement to the PHA or HUD in connection with the HAP contract.
4. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with any Federal housing assistance program.
5. If the property where the contract units are located is subject to a lien or security interest securing a HUD loan or a mortgage insured by HUD and:
 - a. The owner has failed to comply with the regulations for the applicable mortgage insurance or loan program, with the mortgage or mortgage note, or with the regulatory agreement; or
 - b. The owner has committed fraud, bribery or any other corrupt or criminal act in connection with the HUD loan or HUD-insured mortgage.
6. The owner has engaged in any drug-related criminal activity or any violent criminal activity.

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in the notice.
3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

The PHA's exercise or non-exercise of any remedy for owner breach of the HAP contract is not a waiver of the right to exercise that remedy or any other right or remedy at any time.

16. OWNER DUTY TO PROVIDE INFORMATION AND ACCESS REQUIRED BY HUD OR PHA

a. Required information

The owner must prepare and furnish any information pertinent to the HAP contract as may reasonably be required from time to time by the PHA or HUD. The owner shall furnish such information in the form and manner required by the PHA or HUD.

b. PHA and HUD access to premises

The owner must permit the PHA or HUD or any of their authorized representatives to have access to the premises during normal business hours and, for the purpose of audit and examination, to have access to any books, documents, papers and records of the owner to the extent necessary to determine compliance with the HAP contract, including the verification of information pertinent to the housing assistance payments or the HAP contract.

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

The PHA has no responsibility for or liability to any person injured as a result of the owner's action or failure to act in connection with the implementation of the HAP contract, or as a result of any other action or failure to act by the owner.

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

Nothing in the HAP contract shall be construed as creating any right of a family or other third party (other than HUD) to enforce any provision of the HAP contract, or to assert any claim against HUD, the PHA or the

owner under the HAP contract.

d. Exclusion of owner claims against HUD

Nothing in the HAP contract shall be construed as creating any right of the owner to assert any claim against HUD.

18. PHA-OWNED UNITS

Notwithstanding Section 17 of this HAP contract, a PHA may own units assisted under the project-based voucher program, subject to the special requirements in 24 CFR 983.59 regarding PHA-owned units.

19. CONFLICT OF INTEREST

a. Interest of members, officers, or employees of PHA, members of local governing body, or other public officials

1. No present or former member or officer of the PHA (except tenant-commissioners), no employee of the PHA who formulates policy or influences decisions with respect to the housing choice voucher program or project-based voucher program, and no public official or member of a governing body or State or local legislator who exercises functions or responsibilities with respect to these programs, shall have any direct or indirect interest, during his or her tenure or for one year thereafter, or in the HAP contract.
2. HUD may waive this provision for good cause.

b. Disclosure

The owner has disclosed to the PHA any interest that would be a violation of the HAP contract. The owner must fully and promptly update such disclosures.

c. Interest of member of or delegate to Congress

No member of or delegate to the Congress of the United States of America or resident-commissioner shall be admitted to any share or part of this HAP Contract or to any benefits arising from the contract.

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

The owner must comply with and is subject to requirements of 2 CFR part 2424.

b. Disclosure

The owner certifies that:

1. The owner has disclosed to the PHA the identity of the owner and any principal or interested party.
2. Neither the owner nor any principal or interested party is listed on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs; and none of such parties are debarred, suspended, subject to a limited denial of participation or otherwise excluded under 2 CFR part 2424.

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. “Transfer” includes:
 - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;
 - iii. The creation of a security interest in the HAP contract or the property;
 - iv. Foreclosure or other execution on a security interest; or
 - v. A creditor’s lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA

pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

No transferee (including the holder of a security interest, the security holder's transferee or successor in interest, or the transferee upon exercise of a security interest) shall have any right to receive any payment of housing assistance payments pursuant to the HAP contract, or to exercise any rights or remedies under the HAP contract, unless the PHA has consented in advance, in writing to such transfer, and the transferee has agreed in writing, in a form acceptable to the PHA in accordance with HUD requirements, to assume the obligations of the owner under the HAP contract, and to comply with all the terms of the HAP contract.

c. Effect of consent to transfer

1. The creation or transfer of any security interest in the HAP contract is limited to amounts payable under the HAP contract in accordance with the terms of the HAP contract.
2. The PHA's consent to transfer of the HAP contract or the property does not to change the terms of the HAP contract in any way, and does not change the rights or obligations of the PHA or the owner under the HAP contract.
3. The PHA's consent to transfer of the HAP contract or the property to any transferee does not constitute consent to any further transfers of the HAP contract or the property, including further transfers to any successors or assigns of an approved transferee.

d. When transfer is prohibited

The PHA will not consent to the transfer if any transferee, or any principal or interested party is debarred, suspended subject to a limited denial of participation, or otherwise excluded under 2 CFR part 2424, or is listed on the U.S. General Services Administration list of parties excluded from Federal procurement or non-procurement programs.

22. SUBSIDY LAYERING

A subsidy layering review is not required for existing housing projects.

23. OWNER LOBBYING CERTIFICATIONS

- a. The owner certifies, to the best of owner's knowledge and belief, that:
 - 1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
 - 2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

24. TERMINATION OF HAP CONTRACT FOR WRONGFUL SELECTION OF CONTRACT UNITS

The HAP contract may be terminated upon at least 30 days notice to the owner by the PHA or HUD if the PHA or HUD determines that the contract units were not eligible for selection in conformity with HUD requirements.

25. NOTICES AND OWNER CERTIFICATIONS

- a. Where the owner is required to give any notice to the PHA pursuant to the HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.
- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT

Project-Based Voucher Program
HAP Contract for Existing Housing

Previous editions are obsolete

HUD 52530B Page - 20 of Part 2
(4/2023)

EXTENSION

- a. An owner must provide notice to the PHA, and to the affected tenants, not less than 1 year prior to the termination or expiration without extension of a HAP contract.
- b. An owner who fails to provide such notice must permit tenants to remain in their units for the required notice period with no increase in the tenant portion of the rent. During this time period, an owner may not evict a tenant as a result of the owner's inability to collect an increased tenant portion of rent. With PHA agreement, an owner may extend the terminating contract for a period of time sufficient to give tenants 1 year advance notice.

27. FAMILY'S RIGHT TO REMAIN

Upon termination or expiration of the contract without extension, each family assisted under the contract may elect to use its assistance to remain in the project if the family's unit complies with the inspection requirements under section 8(o)(8) (42 U.S.C. 1437f(o)(8) of the U.S. Housing Act of 1937 ("the 1937 Act")), the rent for the unit is reasonable as required by section 8(o)(10)(A) of the 1937 Act, and the family pays its required share of the rent and the amount, if any, by which the unit rent (including the amount allowed for tenant-paid utilities) exceeds the applicable payment standard.

28. ENTIRE AGREEMENT; INTERPRETATION

- a. The HAP contract, including the exhibits, is the entire agreement between the PHA and the owner.
- b. The HAP contract must be interpreted and implemented in accordance with all statutory requirements, and with all HUD requirements, including amendments or changes in HUD requirements during the term of the HAP contract. The owner agrees to comply with all such laws and HUD requirements. Any regulatory citation specifically included in this HAP contract is subject to any subsequent revision of such citation.

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

A total of seventy-one (71) units are within the property, of which fifty-three (53) will be covered by this HAP Contract.

Development: Vista del Sol
 Address: 1320 Webster Street
 City, State, Zip: Redlands, CA 92374
 Assessor's Parcel No. 0167-201-68-0000

The property consists of a total of 71 units, of which 53 one- and two-bedroom flat apartment units for low-income families. The contract units float within each of the residential buildings.

The 53 contract units are broken down as follows:

Number of Units	Income Limit	Bedrooms	Bathrooms	Size (Sq. ft.)	Contract Rent*
42	80% AMI	1	1	665	\$1550
11	50% AMI	2	1	867	\$1950

***2023 approved contract rents. Rent subject to change prior to effective date of the Contract extension.**

EXHIBIT B

SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER

Unit Amenities:

- Refrigerator
- Stove/oven range
- Central air and heating
- Private patio/balcony
- Washer and dryer hookups
- All ADA Doorways (wheelchair accessible)
- Lower countertops in kitchens and bathrooms
- Grab bar railings throughout the bathroom and bathtub

Community Amenities:

- Gated/controlled access
- Onsite resident parking
- Community laundry facility
- Community Clubhouse featuring seating areas, TV, and computer room
- Five outdoor seating areas through the property
- Five water fountains through the property

Units with modification for people with disabilities or hearing/visual disabilities (units 103, 115, 122, and 129):

- Strobe smoke detectors
- Doorbell with flashing lights

EXHIBIT C

UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS

Utilities to be Paid by the Owner Without Charges in Addition to the Rent to Owner:

- Water
- Sewer
- Trash

Utilities to be Paid by the Tenants:

- Heat (Electric)
- Other Electric
- Cooking (Electric)
- Water Heating (Electric)
- Cable/internet

EXHIBIT D**FEATURES TO BE PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973**

Vista del Sol provides all features necessary to comply with program accessibility requirements of Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8. A minimum of 5% of the dwelling units will meet UFAS or a standard that is equivalent or stricter for persons with mobility disabilities. An additional 2% of the dwelling units, will be accessible for persons with hearing or visual disabilities.

Fully accessible site including:

- Path of travel incorporating city right of way, handicap parking spaces, accessible units and site amenities
- Handicapped parking including accessible space
- Fully accessible Community Building
- Laundry facility with handicap accessible washer and dryer
- Fully accessible restrooms
- Applicable signage
- Mailboxes
- Trash Enclosures
- All ground floors adaptable

Fully accessible units including:

- Two 2 bedroom/1 bath and two 1 bedroom/1 bath units
- Strobe light and horn combination for fire alarm and smoke detectors
- Accessible cabinetry
- Lowered entry door peep hole
- Side by side refrigerator
- Grab bars for shower and toilet areas
- Electrical features at height and reach distance
- Garbage disposal at height and reach distance

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

June 18, 2024

FROM

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

SUBJECT

Contract for Inspection Services – Alternate including Independent Entity Services and Functions

RECOMMENDATION(S)

1. Approve Contract No. PC1366, effective July 1, 2024, with Executive Inspections, LLC, for Inspection Services – alternate including Independent Entity Services and Functions for a three-year base period with two single or multiple year options to extend through June 30, 2029.
2. Approve a total amount not to exceed \$228,000 for the three-year base period.
3. Authorize and direct the Executive Director to execute and deliver Contract No. PC 1366 to Executive Inspections, LLC, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

STRATEGIC PLAN ALIGNMENT

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.

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

FINANCIAL IMPACT

The total contract amount is not expected to exceed \$228,000 and is funded by the Housing Services department's operating budgets. The first year of the contract is included in the adopted FY 2024 budget.

BACKGROUND INFORMATION

The Housing Authority of the County of San Bernardino (HACSB) is required to conduct physical inspections of all Housing Choice Voucher (HCV) units in accordance with the U.S. Department of Housing and Urban Development's (HUD) inspection standards as found in the Code of Federal Regulations (CFR), and the HACSB Administrative Plan. HACSB is required to enforce these property standards to ensure that all HCV assisted properties are decent, safe, and sanitary. Property owners and their HCV residents have dual responsibilities for complying with the property standards. Inspectors must be trained and certified to perform inspections. In addition, rent reasonableness surveys and rent reasonableness certifications are performed for contracted units along with conducting rent negotiations with property owners as required. HACSB's current inspection vendor, Reliant Asset Management, is not permitted to conduct inspections and rent negotiations for units that it manages. Therefore, HACSB contracts with an alternate company to handle these units.

In addition to the services required above, HACSB is required to contract with a HUD-approved Independent Entity to perform inspections and Project Based Voucher (PBV) Contract Administration for HACSB owned properties. Reliant Asset Management may not perform Independent Entity functions, because an HACSB employee serves on Reliant's Board. To fulfill the Independent Entity requirement, the Scope of Work also includes monitoring of the PBV contract award process, including compliance with all approved Moving to Work (MTW) activities and HUD regulations related to PBV compliance, inspections, rent determination, and HUD-required reporting activities for all HACSB owned properties receiving rental assistance.

If awarded, the vendor must enter into a Joint Certification with HACSB to carryout Independent Entity functions for HACSB-owned units. HUD approval is required before the vendor may start conducting Independent Entity functions.

PROCUREMENT

On March 5, 2024, HACSB issued a Request for Proposal (RFP) PC1366 for Inspection Services, which resulted in the receipt of one proposal. Outreach efforts included email invitations to two vendors posting on the agency's electronic bidding software, PlanetBids.com in which 13 potential bidders reviewed the RFP document. The proposal was evaluated per the requirements of the RFP in which Executive Inspections, LLC was considered responsive and qualified to provide this service to HACSB.

A Proposal was received by the deadline from the following organization:	
<u>Vendor Name:</u>	<u>Location:</u>
Executive Inspections, LLC	Perris, CA

Based on the responses for these services that 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 Inspection Services to Executive Inspections, LLC.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 30, 2024.

THIS CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT (NON-CONSTRUCTION) ("Agreement") (**PC1366**) is made as of the **1st day of July, 2024** ("Effective Date") by and between **Executive Inspections, LLC** ("Contractor"), a California Corporation (*if applicable*) and the Housing Authority of the County of San Bernardino, a California public entity ("HACSB").

RECITALS

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

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

OPERATIVE PROVISIONS

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

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

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

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

ARTICLE 3. Term; Time of Completion. Contractor shall commence work under this agreement for a three year **base period**, beginning on or about **July 1, 2024** and expiring on **June 30, 2027** unless for any reason funds which have been appropriated for the provision of these services are no longer available, or until such time as terminated per the terms of the agreement in accordance with contract provisions in Article 19, which term may be extended **for single or multiple year extension options in HACSB's discretion for a maximum of two (2) years**. Contractor shall not commence work prior to the date of issuance by HACSB of a work authorization in the form set forth on Exhibit "D", attached hereto and incorporated herein by reference ("Work Authorization"). HACSB shall have the option to extend the engagement up to three single or multiple year terms. The optional years shall be exercised by written amendments executed by each party with board approval for additional funding on option years if needed. Option years will begin on or about **July 1, 2027** and expire no later than **June 30, 2029**. 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 **\$228,000.00** for the provision of work per the fee schedule **for the three (3) base year contract period.** Details defined in Exhibit A – Scope of Services – Fee Schedule. Price as set forth herein, is in consideration for and provides full and complete compensation for the Work and the performance by Contractor of all of its obligations hereunder. Terms are defined in the Additional Provisions, and includes a guarantee of task completion.

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

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

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

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

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

ARTICLE 10. Additional Work.

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

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

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

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

- a. The number of Deliverables provided to HACSB divided by the total number of Deliverables required to be delivered to HACSB, less a ten percent (10%) withhold, less any amounts previously invoiced; or

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

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

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

Information. Unless approved in advance in writing or compelled to make such disclosure by a government agency, by court order, or by law, Contractor shall not disclose, transfer, distribute or allow access to any of HACSB's Confidential Information to any third parties, except those individuals employed by Contractor and who are specifically authorized by Contractor to perform the Work contemplated in this Agreement.

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

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

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

ARTICLE 18. Rights and Remedies of HACSB for Default.

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

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

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

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

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

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

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

If to HACSB:

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

If to Contractor:

Reggie Murphy
Executive Inspections, LLC
190 Caldera St.
Perris, CA 92570
superspect@yahoo.com

Notices will be deemed effective upon receipt or rejection only.

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

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

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

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

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

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

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

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

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

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

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

[END – SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE TO
CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE RELATED SERVICES AGREEMENT
(NON-CONSTRUCTION)**

**PC1366 – INSPECTION SERVICES – ALTERNATE including Independent
Entity Services and Functions**

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

Date: _____

EXECUTIVE INSPECTIONS, LLC

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

Subject to HUD approval, the Contractor shall serve as HACSB's Independent Entity responsible for inspections, rent reasonableness and other functions associated with HACSB-owned developments and provide inspection/rent review services for other assisted units identified by HACSB. The Contractor will be responsible for conducting physical inspections in accordance with Housing and Urban Development (HUD) National Standards for Physical Inspection of Real Estate (NSPIRE) as found in the Code of Federal Regulations (CFR) and the HACSB Administrative Plan. Complete all assigned Housing Program inspections requested by the HACSB daily. Complete rent reasonable surveys and rent reasonable certification as required for inspections performed. Conduct rent negotiations with landlords as required for inspections performed.

Contractor Responsibilities **Tasks & Obligations**

1. Enter into Joint Certification with HACSB to carryout Independent Entity functions for HACSB-owned project-based voucher contracts. HUD approval is required before start of Independent Entity functions.
2. Shall perform the following inspections: initials, annuals, re-inspections, abatement/3rd inspections, monthly group inspections, and special/emergency as identified by HACSB. Completion of inspection must be entered into software under inspector that conducted inspection and uploaded as required under NSPIRE reporting procedures.
3. Conduct inspections on approved electronic tablets provided by HACSB.
4. Maintain all records and document as required by applicable Federal, State and local laws and regulations.
5. Re-inspections shall be performed on units that fail the initial or annual inspection.
6. Shall schedule and reschedule appointments, as necessary, to include notifying owner and tenants of scheduled inspections via U.S. Mail. Tenant and owner shall be notified by mail of the inspection time and date between fourteen (14) and twenty-one (21) calendar days before the scheduled inspection. Contractor shall provide narrower window of time for the scheduled inspection at the direction of HACSB.
7. For non-life-threatening deficiencies, the Contractor may reschedule inspections up to 30 days out unless landlord is requesting time for large repairs items to be completed.
8. For deficiencies identified as hazardous to health and safety, the Contractor will contact the owner/tenant while at unit and return within 24 hours to check the status of the emergency fail item(s) only.
9. Whenever an inspection cannot take place at the scheduled date and time because an inspector is not available, the contractor shall make

- telephone contact with the owner/tenant to advise of cancellation and reschedule for next available date and time.
10. For initial inspections, the contractor will make contact with the landlord by phone within 24 hours (based on a 9/80 work week) and conduct the inspection within 72 hours of making contact with the landlord (based on a 9/80 work week).
 11. If extraordinary circumstances prevent the Inspector from keeping scheduled appointment times (i.e. dog, no street address/closures, weather, etc.), he/she shall make every reasonable effort to promptly contact owner/tenant to reschedule and inform the Housing Authority of the number of inspections that had to be re-scheduled.
 12. Attach flyers or notices to appointment letters such as "most common fail list" notice to annual inspection appointment letters as required.
 13. Inspectors shall hand out letters or flyers to clients at inspection appointments, as needed. Inspector shall hand out a business card with a QR code linked to HACSB's customer service survey at all inspections.
 14. The inspector will familiarize themselves with 'all program payment standards.
 15. Rent negotiations and discussions will be conducted by the inspector. The inspector will not approve a contract rent above the Payment Standard for the unit size and submarket unless otherwise permitted under a Special Program. Must maintain rent reasonableness document and save as attachment into HACSB's Housing Software attachments.
 16. Inspectors are to contact clients via telephone and wait at unit at least 10 minutes after knocking on the door prior to leaving the premises because of a no-show. Inspectors must leave business card with time visited and contact information to reschedule inspection.
 17. If a second no-show on a unit occurs, contractor should task this issue back to the HACSB so caseworker can send a compliance notice and HACSB will re-task the future inspection to contractor. Two no-shows does not equate to an automatic abatement of the unit, rather a participant compliance process by HACSB.
 18. The Contractor shall affirmatively take all appropriate steps to attempt to maintain No Show appointments to less than 5% of total billed charges and develop a plan for doing so within the fee proposed. Unit will not be entered as a "no show" inspection if not landlord/participant error and no charge will be billed to HACSB. Reschedule inspection and enter memo in software inspection screen.
 19. Shall maintain an appropriately staffed phone line available to clients for scheduling purposes.
 20. Shall notify HACSB by email or in writing when a unit has peeling paint where a child under six (6) currently resides and where unit was built prior to 1978. Shall endeavor to attain a release form from the family for Elevated Blood Level tracking purposes. (Please note, reasonable attempt should be made to obtain signature, but family has the right to refuse to sign).

21. Shall maintain a log in the format prescribed by HACSB of all units failed due to potential lead-based paint issues.
22. Shall verify utilities provided to units at time of inspection.
23. Inspectors shall issue batteries to clients in the case of failed smoke/carbon monoxide detectors and must re-test the detectors after the new batteries are installed to ensure the detectors pass prior to leaving the units.
24. Inspector shall issue standard outlet covers or other identified items as needed if that is the sole item prohibiting a 'passed' inspection.
25. Inspectors shall verify that additional rooms which are approved based on a reasonable accommodation (RA) for the family are being used according to the RA request. When inspectors determine there are violations of the RA request, the inspectors shall be required to take digital pictures of these rooms and forward the pictures to the Compliance Coordinator. (Pictures may not contain images of the client or personally identifying information about the client).
26. Inspectors shall notify HACSB if a particular housing complex appears to have fallen into significant disrepair (HQS 'common area' fail issues) and may need to be reviewed by HACSB for a quality improvement plan/sanctioning.
27. Shall provide administrative services for the day-to-day operation of the inspection processes and direct supervision of the contractor's staff. These administrative services shall include:
 - Scheduling of all inspections
 - Data entry, to include adequate note-padding.
 - Maintenance of inspection files, to include scheduling, rescheduling, extensions and emergency inspections.
 - Answering telephone lines
 - Generation of letters/notices, prepare for mailing and file copies by date batch
 - All documents updated in electronic client files
28. Shall be responsible for the management services providing the following:
 - Direct oversight of firm's staff
 - Management reports
 - Billing accounts
 - Communication and coordination with HACSB staff to address problems, seek improvements, and enforcement of HUD regulations
 - Ensure that all certifications and training of their inspectors are current and valid at all times
 - Shall document all training they provide for their inspectors
 - Conduct quality control inspections to ensure internal compliance with mandated standards/regulations and to evaluate staff performance, share results with HACSB and work with HACSB on corrective action as needed.
 - Independent Entity reporting requirements, including but not limited

to, providing inspection reports and rent reasonableness determinations to the local HUD field office for HACSB-owned PBV/RAD units following a process outlined by HACSB.

29. Shall verify that any independent or hired contractor has a valid, current driver's license and is approved to operate a motor vehicle in the State of California; and that the vehicle operated on behalf of this contract is properly insured with the minimum required auto physical damage and auto liability damage coverage required by HACSB.
30. Each inspector provided under the contract shall have completed sexual harassment training, shall be NSPIRE certified and HUD certified on Visual Assessment for Lead Paint. Proof of certification shall be required for every inspector prior to commencement of work. All of the contractor's field personnel, including any sub- contractors, shall be required to submit to a criminal background investigation prior to being allowed to perform field work. All inspectors must be pre-approved for commencement of work by HACSB (with the exception of emergency 'supply' cover for an unexpected absence of generally assigned contractor staff).
31. Practice a very high level of customer service.
32. Supply all equipment necessary to certify in compliance with NSPIRE Inspections Certifications. Proper equipment includes, but is not limited to: electrical testers, smoke detector testers, flashlights, handheld equipment, etc.
33. HACSB will conduct NSPIRE Quality Control Inspections. The contractor will provide an action plan to HACSB listing appropriate steps to uphold Quality Control requirements and HACSB program compliance if (1) the same item fails in two or more units in a 3-month period and/or (2) more than 15% of the units inspected in a 3-month period had 3 or more failing conditions that were likely present during the contractor's previous inspection.
34. Inspectors will dress in a professional manner. Business casual is sufficient. Wearing an identifying badge issued by HACSB is mandatory.
35. All contractors will have computer literacy.
36. All contractors will attend Fair Housing training annually.
37. All contractors will attend mandatory training on HACSB activities related to local inspections standards or related MTW activities as required.
38. All contractors will attend monthly review meetings scheduled and conducted by the HACSB liaison.
39. The contractor is responsible to map out their own routes.
40. The Inspector will use the findings Pass, Fail, or No Show, ('Inconclusive' is not to be used) and shall provide sufficient detail to the owner/tenant to explain the specific fail items. The inspector will be available to HACSB staff to answer questions related to his/her inspection findings.
41. Inspectors shall be sensitive to the use of 'owner responsibility' vs. 'tenant responsibility' findings and will adhere to HACSB guidelines and policies in regard to this determination.
42. The Inspector will inspect the unit to determine whether it is or is not in

- compliance with HUD's NSPIRE & HACSB Local Inspection Standards and will provide the required data to HACSB electronically.
43. Contractor will provide electronic documentation of each inspection's fail items to HACSB, via their access to HACSB housing programs software on a daily basis. Completed NSPIRE inspection reports will be provided to HACSB on the business day following the day the inspection was conducted. Reports must include completed HUD approved forms provided by HACSB. The use of any required form may change at HACSB's discretion with ten (10) days' notice to the Contractor.
 44. Working hours for the required inspections are 8:00 a.m. to 5:00 p.m. during weekdays, Monday through Friday, with the exception of state and federal holidays and weekends
 45. Contractor shall work with HACSB to create a 'photo database' taking a 'curbside' or 'unit address' photo of each unit where a "no show" appointment has occurred and photos of failed items for completed inspections and save with unit inspection results in the inspection software.
 46. Contractor represents that it has reviewed the SAAS Subscription Agreement between HACSB and Yardi Systems, Inc. dated October 17, 2017. Contractor shall comply with the provisions of the SAAS Subscription as a "Designated User" of HACSB.
 47. HACSB has provided Contractor with certain equipment to perform the services under this Agreement. Contractor shall at all times use such equipment, including but not limited to iPads, with due care and, upon termination of this Agreement, return such equipment in the same condition and repair or pay HACSB the replacement cost of any damaged equipment upon termination of this Agreement. Contractor acknowledges that HACSB may offset any payment due Contractor for the cost of any damaged equipment if not promptly reimbursed by Contractor, as required in this paragraph.
 48. Provide appropriate Personal Protective Equipment to the inspectors, including disposable gloves, hand sanitizer, disinfecting wipes and face coverings, and utilize CDC guidelines in regard to social distancing and frequent hand washing.

Agency Responsibilities

1. Will schedule special/emergency, abatement, with the contractor at its discretion. HACSB will complete fraud compliance inspections.
2. Will provide "most common fail list" to contractor.
3. Shall provide batteries for smoke detector testing.
4. Shall provide simple duplex electrical outlet covers.
5. Shall provide templates for forms and notices.
6. Shall provide a list, monthly, of additional rooms approved by an RA.
7. Shall provide certain equipment to perform inspection services, including

- but not limited to iPads.
8. Provide access to affordablehousing.com or other database for rent reasonableness determinations
 9. Shall complete Quality Control Inspections for internal purposes (e.g. SEMAP and contract administration).
 10. Shall coordinate review of the contract inspector by scheduling 'ride-along' days at its discretion. The agency will give a minimum of 24 hours' notice prior to this request.
 11. Contract management / oversight.

Service Area

County of San Bernardino, except the City of Needles.

Scope of Services – Fee Schedule:

Independent Entity Services

Inspection Type	Estimated Number of Inspections Per Year	Cost per inspection
Initial	127	\$75 per
Tenant-Based Annual/Biennial	155	\$75 per
PBV/RAD annual inspections (includes scattered sites)	515	\$55 per
/Re-inspections	80	\$45 per
No-shows	40	\$45 per
Rent Reasonableness Certifications	450	\$15 per

Independent Entity Functions

Function	Estimated Number per Year*	Cost
New PBV site selection and initial contract review	1-2 new contracts	\$25 per
Transmission of Inspection reports to HUD	700 units	\$10 per
Review and approval of OCAF increases for RAD units	11 developments	\$10 per
Transmission of rent reasonableness certifications to HUD	23 developments	\$10 per
PBV contract extension review	2*	\$25 per
Homeownership sales price, inspection, and contract of sale review	unknown	\$25.00

* Ten contracts are anticipated to be extended over the next 5 years.

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

Document on Following Page

Exhibit C
Additional General Provisions

Document on Following Page

ADDITIONAL GENERAL PROVISIONS

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

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

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

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

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

9. **SAMPLES:**

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

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

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

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

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

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

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

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

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

- b. Commercial General Liability Insurance. Contractor, at its own cost and expense, shall maintain personal injury liability and property damage insurance for the entire term of this Agreement in the amount of Two Million and No/100 Dollars (\$2,000,000.00) per occurrence and \$3,000,000 aggregate; HACSB listed as Additional Insured on an attached endorsement. Such coverage shall include, but shall not be limited to, protection against claims arising from, and damage to property resulting from, activities contemplated under this Agreement. Such insurance shall be with insurers and under forms of policies satisfactory in all respects to HACSB and shall provide that notice must be given to HACSB at least thirty (30) days prior to cancellation or material change. The following endorsements shall be attached to the policy:

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

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

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

- f. Worker's Compensation. A state approved Workers Compensation and Employers Liability Insurance policy providing benefits as required by law with employer's liability limits no less than One Million and No/100 Dollars (\$1,000,000) per accident or disease, which covers all employees of the contractor and each and every contractor.
 - g. Crime/Fidelity Insurance: \$250,000 sufficient to cover all agents and employees employed by Property Manager;
 - h. Excess/Umbrella Liability: \$5,000,000; HACSB named Additional Insured.
- 14. FORCE MAJEURE:** Contractor shall be excused for performing the Work hereunder in the event that Contractor is unable to perform the Work for one of the following reasons:
- a. Acts of God or of the public enemy, and
 - b. Acts of the federal, state or local government in either its sovereign or contractual capacity.
- Such delay shall be for the period of time that Contractor is delayed from performing the Work as a direct result of one of the foregoing reasons. Contractor shall provide HACSB notice within three (3) days of any such force majeure event.
- 15. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:**
- a. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of HACSB, employees of HACSB, persons designated by HACSB for training, or any other person(s) other than agents or employees of Contractor, designated by HACSB for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at Contractor's site or at HACSB's place of business, provided that the injury or damage was caused by the fault or negligence of Contractor.
 - b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by Contractor during the Agreement.
- 16. INVOICES:** Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. The State of California and other sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.
- 17. REQUIRED PAYMENT DATE:** Payment will be made in accordance with the provisions of the Agreement for work completed through the date of invoice. HACSB will pay properly submitted, undisputed invoices not more than thirty (30) days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.
- 18. TAXES:** HACSB will only pay for any state or local sales or use taxes on the services rendered or goods supplied to HACSB pursuant to this Agreement.
- 19. NEWLY MANUFACTURED GOODS:** All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.
- 20. NEWS RELEASES:** Unless otherwise exempted, news releases pertaining to this Agreement shall not be made without prior written approval of HACSB.
- 21. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:**
- a. Contractor shall hold HACSB, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.
 - b. Contractor may be required to furnish a bond to HACSB against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.
 - c. Contractor, at its own expense, shall defend any action brought against HACSB to the extent that such action is based upon a claim that the goods or software supplied by Contractor or the operation of such goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against HACSB in any such action. Such defense and payment shall be conditioned on the following:

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

22. STOP WORK:

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

2. Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if HACSB decides the facts justify the action, HACSB may receive and act upon a proposal submitted at any time before final payment under this Agreement.
 - b. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the provision entitled Voluntary Termination, HACSB shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
 - c. HACSB shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.
23. **COVENANT AGAINST GRATUITIES:** Contractor warrants that it complies with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3), and that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of HACSB with a view toward securing the Agreement or securing favorable treatment with respect to any determinations concerning the performance of the Agreement. For breach or violation of this warranty, HACSB shall have the right to terminate the Agreement, either in whole or in part, and any loss or damage sustained by HACSB in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of HACSB provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
24. **COMPLIANCE WITH DAVIS-BACON ACT:** For construction agreements in excess of \$2,000, Contractor certifies that it complies with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 3). Unless otherwise indicated in the Statement of Work, Contractors of HACSB are required, pursuant to 24 CFR 85.36(h)(5), to pay Davis-Bacon wage rates for all "construction contracts and related subcontracts in excess of \$2000," which means, for such jobs, the wage rates paid must be equal to or exceed the listed applicable Davis-Bacon wage rate. Compliance with this clause also means that Contractor may be subject to completing certain reports and to audits by HACSB and the Department of Housing and Urban Development. Such reports and information relating to compliance can be obtained at the Internet website: <http://www.gpo.gov/davisbacon/>. Contractor shall include the wage provisions of this clause in all subcontracts to perform work under this Agreement.
- HACSB shall have the right to audit Contractor, at any time, in order to ensure compliance with the requirements of this Section. In connection therewith, Contractor agrees to maintain accurate books and records in connection with the Work, and all payments made or received by Contractor pursuant to this Agreement, and to provide such information to HACSB, within five (5) business days of any request by HACSB. In addition, Contractor shall provide, upon two (2) business days request, information to HACSB of each and every employee retained by Contractor in connection with the Work, and shall permit HACSB to interview any such employees, contractors or subcontractors. Contractor agrees that all maintenance laborers and mechanics employed by it in connection with the performance of the Work shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that Contractor's payroll records accurately set forth the time spent in each classification in which the work is performed. The wage determination, including any additional classifications and wage rates approved by HUD shall be posted at all times by Contractor and its subcontractors at the site of the Work in a prominent and accessible place where it can be easily seen by the workers.
25. **CALIFORNIA PREVAILING WAGE (IF AGREEMENT PRICE IS LESS THAN \$2,000):** In the event the Agreement Price is less than \$2,000, Contractor agrees to comply with all prevailing rate requirements of the California Labor Code. HACSB shall have the right to audit and inspect Contractor's books and records, and interview Contractor's employees, contractors and subcontractors, all according to the same provisions set forth in Section 26 above.
26. **EQUAL EMPLOYMENT OPPORTUNITY:** For all construction agreements in excess of \$10,000, Contractor certifies its compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

27. NONDISCRIMINATION CLAUSE:

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

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

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

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

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

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

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

- a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
33. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
34. **ENVIRONMENTAL REGULATIONS:** For agreements in excess of \$100,000, Contractor certifies that it complies with the requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (3 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).
35. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise HACSB of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
36. **DOMESTIC PARTNERS:** For agreements over \$100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.3.

Exhibit D

Work Authorization

Schedule Dates:

Start Date: July 1, 2024

Completion Date: June 30, 2027

Total Contract Cost: \$228,000.00 per Fee Schedule Located in Exhibit A

.

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

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

Additional General Provisions (“Exhibit C”)

Work Authorization (“Exhibit D”)

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

June 18, 2024

FROM

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

SUBJECT

Contract Amendment with RP Landscape and Mariposa Landscapes, Inc. for Landscape Services

RECOMMENDATION(S)

1. Approve Amendment No. 1 to contract PC1355, retroactive to May 1, 2024, for agencywide landscaping services with RP Landscape & Irrigation to add additional properties and increase the contract by \$180,846.84 for a total amount not-to-exceed \$731,814.84 through April 30, 2026.
 2. Approve Amendment No. 1 to contract PC1355, retroactive to May 1, 2024, for agencywide landscaping services with Mariposa Landscapes, Inc. to remove properties and decrease the contract by \$146,304.08 for a total amount not-to-exceed \$314,761.92 through April 30, 2026.
 3. Authorize and direct the Executive Director to execute and deliver Contract amendments to RP Landscape & Irrigation and Mariposa Landscape, Inc, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
- (Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

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.

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

FINANCIAL IMPACT

The aggregate total amount is not expected to exceed \$1,046,576.76 for the two-year base period which is included within the Housing Authority of the County of San Bernardino's (HACSB) approved budget. Expenditures for Landscape Services are estimated at \$523,288.38 per year.

BACKGROUND INFORMATION

HACSB currently contracts with landscape vendors to provide grounds-keeping and irrigation maintenance at 39 affordable housing sites and four administrative offices located throughout San Bernardino County. Several of these sites have significant acreage that require robust landscape services. The contracts help maintain the landscaping services necessary at these sites. Based on the geographical size of the HACSB's internally managed property portfolio, two qualified vendors were selected.

On April 16, 2024, HACSB's Board of Commissioners (Board) awarded a contract to RP Landscape and Irrigation in the amount of \$550,968 and a contract to Mariposa Landscapes, Inc. for \$461,066. Prior to award, Mariposa Landscapes, Inc. indicated that they wanted to exclude the High Desert properties from their contract. The Board was notified at the time of the award that a follow up item would require approval to move the properties to RP Landscape and Irrigation as well as additional funding and would be retroactive to the original contract start date of May 1, 2024.

PROCUREMENT

HACSB previously issued a Request for Proposal (RFP) PC1355 for Landscape Services on December 21, 2023, which resulted in the receipt of seven proposals. Outreach efforts included advertisements in four local newspapers, email invitations to 45 vendors, posting on our eBidding website, PlanetBids, and posting on the agency website. The proposals were evaluated based on the following criteria: Qualifications which include capability, experience and past performance, price, and Section 3 Compliance. The proposals were evaluated per the requirements of the RFP in which RP Landscape & Irrigation and Mariposa Landscapes, Inc were deemed reasonably priced, considered responsive, and determined qualified to provide this service to HACSB.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 4, 2024.



**AMENDMENT #1 TO CONTRACT FOR LANDSCAPE SERVICES
(PC1355)**

BETWEEN

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

And

RP LANDSCAPE & IRRIGATION

This Amendment No. 1 ("First Amendment"), dated June 18, 2024 ("Effective Date"), to Agreement for Landscape Services (PC1355), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and RP Landscape & Irrigation ("Contractor") and effective retroactive to May 1, 2024.

RECITALS

WHEREAS, the Authority and Contractor entered into that certain Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated May 1, 2024 relating to Landscape Services ("Agreement") with a total price of \$550,968.00;

WHEREAS, the Authority and Contractor now wish to enter into this First Amendment to the Agreement to include the High Desert properties, Cherry Tree, and remove Ontario properties, and as updated in attached Exhibit A-1 and increase the contract by \$180,846.84 for a total amount not-to-exceed \$731,814.84.

OPERATIVE PROVISIONS

NOW, THEREFORE, the foregoing Recitals being true and correct, and in consideration of the mutual covenants and obligations contained in this First Amendment by the parties and other consideration, the sufficiency of which is hereby expressly acknowledged, the Parties hereto agree as follows, which provisions shall be effective retroactive to May 1, 2024:

Section 1. Article 4 of the Agreement, entitled "Price" is hereby amended to increase the compensation payable to Contractor for the provision of the Work for the total not-to-exceed sum as shown in the Total Agreement Cost set forth on Exhibit "A-2. Except as so amended, the other provisions of Article 4 shall remain unmodified and in full force and effect.

Section 2. Exhibit A of the Agreement shall be amended to replace the list of properties covered by the Agreement with the updated list shown in Exhibit A-1 to this Amendment.

Section 3. Continuing Effect of Agreement. Except as amended by this First Agreement, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this First Amendment.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and RP Landscape & Irrigation hereby execute this First Amendment.

RP LANDSCAPE & IRRIGATION

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Name: Maria Razo

Title: Executive Director

Date: _____

Exhibit A-1

Updated Property List:

Property:	Address:	City	Units	Funded	Wage
Yucaipa Crest (Includes Admin Office)	12385 6 th St. #101-923	Yucaipa	45	Public	Residential
Yucaipa Terrace (Includes Admin Office)	12435 6 th St. #101-1005	Yucaipa	51	Public	Residential
Cherry Tree Lane	34192 Cherry Tree Ln.	Yucaipa	Lot	Public	Residential
Chino RAD (Includes Admin Office)	13088 Monte Vista Ave.	Chino	50	Public	Residential
Redlands RAD (Includes Admin Office)	803 W. Brockton Ave.	Redlands	75	Public	Residential
Mt. Vernon Manor RAD (Includes Admin Office)	539 E. B St.	Colton	40	Public	Residential
Colton RAD (Includes Admin Office)	772 Pine St.	Colton	85	Public	Residential
Upland RAD (Includes Admin Office)	1200 North Campus Ave.	Upland	98	Public	Residential
Barstow RAD (Includes Admin/Community Room Offices)	421 W. 7 th Ave.	Barstow	74	Public	Residential
Bighorn Community (RAD)	900 Bighorn Ave.	Barstow	70	Public	Residential
Williams Senior (RAD) Includes Admin Office	710-780 Williams St.	Barstow	40	Public	Residential
Yosemite Community (RAD)	1900-1936 Yosemite Ct.	Barstow	18	Public	Residential

Scope of Services – Monthly Fee Schedule:

Property:	Units:	2024-25 Monthly:	2025-26 Monthly:
Yucaipa Crest	45	\$1,400.00	\$1,470.00
Yucaipa Terrace	51	\$1,400.00	\$1,400.00
34192 Cherry Tree Lane, Yucaipa	lot	166.25	174.50
Chino (RAD)	50	\$3,990.00	\$4,189.50
Redlands (RAD)	75	\$2,476.00	\$2,599.75
Mt. Vernon Manor (RAD)	40	\$1,960.00	\$2,058.00
Colton (RAD)	85	\$2,476.00	\$2,599.75
Upland (RAD)	98	\$6,200.00	\$6,510.00
Barstow (RAD)	74	\$2,572.00	\$2,700.58
Bighorn Community (RAD)	70	\$2,217.00	\$2,327.83
Williams Senior (RAD)	40	\$1,352.00	\$1,419.58
Yosemite Community (RAD)	18	\$698.00	\$732.83

**** Schedule does not include amount budgeted for unforeseen repairs. Vendor must receive HACSB approval prior to starting any repairs.**

Annual Cost

	<u>2024-25</u>	<u>2025-26</u>
Monthly:	\$26,907.25	\$28,182.32
Repairs/Extras:	\$35,370.00	\$35,370.00
Total:	\$358,257.00	\$373,557.84

Exhibit A-2

Schedule Dates:

Effective Date: May 1, 2024
Completion Date: April 30, 2026

Total Agreement Cost: Not to exceed \$731,814.84

Original Agreement Amount Not to Exceed	\$550,968.00
Net Change Orders Previously Approved	\$0.00
Net Change Order Previously Approved – Amendment #1	\$180,846.84
Agreement Value as Amended Not to Exceed	\$731,814.84



**AMENDMENT #1 TO CONTRACT FOR LANDSCAPE SERVICES
(PC1355)**

BETWEEN

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

And

MARIPOSA LANDSCAPES, INC.

This Amendment No. 1 ("First Amendment"), dated June 18, 2024, to Agreement for Landscape Services (PC1355), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and Mariposa Landscapes, Inc. ("Contractor") and effective retroactive to May 1, 2024.

RECITALS

WHEREAS, the Authority and Contractor entered into that certain Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated May 1, 2024 relating to Landscape Services ("Agreement") with a total price of \$461,066;

WHEREAS, the Authority and Contractor now wish to enter into this First Amendment to the Agreement to remove the high desert properties and Cherry Lane in Yucaipa as updated in attached Exhibit A-1 and decrease the contract by \$146,304.08 for a total amount not-to-exceed \$314,761.92.

OPERATIVE PROVISIONS

NOW, THEREFORE, the foregoing Recitals being true and correct, and in consideration of the mutual covenants and obligations contained in this First Amendment by the parties and other consideration, the sufficiency of which is hereby expressly acknowledged, the Parties hereto agree as follows, which provisions shall be effective retroactive to May 1, 2024:

Section 1. Article 4 of the Agreement, entitled "Price" is hereby amended to increase the compensation payable to Contractor for the provision of the Work for the total not-to-exceed sum as shown in the Total Agreement Cost set forth on Exhibit "A-2. Except as so amended, the other provisions of Article 4 shall remain unmodified and in full force and effect.

Section 2. Exhibit A of the Agreement shall be amended to replace the list of properties covered by the Agreement with the updated list shown in Exhibit A-1 to this Amendment.

Section 3. Continuing Effect of Agreement. Except as amended by this First Agreement, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this First Amendment.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Mariposa Landscapes, Inc. hereby execute this First Amendment.

MARIPOSA LANDSCAPES, INC.

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

By: _____

By: _____

Name: _____

Name: Maria Razo

Title: _____

Title: Executive Director

Date: _____

Date: _____

Exhibit A-1

Updated Property List:

Property:	Address:	City	Units	Funded	Wage
Maplewood Scattered Sites (RAD)	755-765 W. 8 th St. 740-756 W. 7 th St. 1315-1325 N. Davison St. 630 & 632 N. J. St. 1297 & 1299 N. Turrill Ave. 1077 & 1079 W. 11 th St. 2165 W. Mill St.	San Bernardino	34	Public	Residential
Maplewood Homes (RAD) – Includes Admin Offices	1738 W. 9th St.	San Bernardino	296	Public	Residential
Redlands 9 th St. (RAD)	26022 W. 9 th St.	Redlands	12	Public	Residential
Central Office	715 E. Brier Dr.	San Bernardino	Building	Public	Non-Residential
Housing Programs Office	672 & 680 S. Waterman Ave.	San Bernardino	Building	Public	Non-Residential
Waterman Gardens Shop – Quarterly Weed Abatement	660 Orange St. and Waterman Gardens vacant lot/2 vacant buildings.	San Bernardino	Building	Public	Non-Residential

Scope of Services – Monthly Fee Schedule:

Property:	Units:	2024-25 Monthly:	2025-26 Monthly:
Maplewood Homes Community (RAD)	296 Units	\$3,683.00	\$3,683.00
Maplewood Homes (RAD) Includes Admin Offices	34 Units	\$2,717.08	\$2,717.08
Redlands 9 th St. (RAD)	12 units	\$353.00	\$353.00
Central Office	N/A	\$1,528.00	\$1,528.00
Housing Programs Office	N/A	\$1,019.00	\$1,019.00
Waterman Gardens Shop – Quarterly Weed Abatement	N/A	\$2,508.00/quarterly	\$2,508.00/quarterly
Waterman Gardens Vacant Lot/2 vacant buildings	N/A	\$1,248.00/quarterly	\$1,248.00/quarterly

**** Schedule does not include amount budgeted for unforeseen repairs. Vendor must receive HACSB approval prior to starting any repairs.**

Annual Cost:

	<u>2024-25</u>	<u>2025-26</u>
Monthly:	\$9,300.08	\$9,300.08
Quarterly Services:	\$15,024.00	\$15,024.00
Repairs/Extras:	\$30,756.00	\$30,756.00
Total:	\$157,381.00	\$157,381.00

Exhibit A-2

Schedule Dates:

Effective Date: May 1, 2024
Completion Date: April 30, 2026

Total Agreement Cost: Not to exceed \$314,761.92

Original Agreement Amount Not to Exceed	\$461,066.00
Net Change Orders Previously Approved	\$0.00
Net Change Order Previously Approved – Amendment #1	-\$146,304.08
Agreement Value as Amended Not to Exceed	\$314,761.92

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

June 18, 2024

FROM

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

SUBJECT

Meeting Minutes for Regular Meeting Held on May 14, 2024

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 May 14, 2024.

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

STRATEGIC PLAN ALIGNMENT

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.

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

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

The HACSB Board of Commissioners (Board) Regular Meeting took place on May 14, 2024, and attached are the meeting 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, May 30, 2024.

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

May 14, 2024

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting at the Administration Office, at 715 East Brier Drive, San Bernardino, California at 3:04 p.m. on May 14, 2024.

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 Cooper
Vice-Chair MacDuff
Commissioner Avila
Commissioner Kim

Also in attendance were Maria Razo, Executive Director; Rishad Mitha, Deputy Executive Director; Nicole Beydler, Director of Policy and Communications; Jesse Diaz, Director of Business Services; Kristin Maithonis, Director of Housing Services; Angie Lardapide, Procurement and Contracts Supervisor; John Moore, Director of Development; Renee Kangas, Senior Management Analyst; Jennifer Dawson, Director of Administrative Services; Lucy Leslie, Director of Housing Communities; Mayra Small, Housing Services Manager; Tony Chen, Project Manager; Edgar Sedano, Real Estate Services Specialist; and Claudia Hurtado, Executive Assistant.

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

2) Additions or Deletions to the Agenda

Chair Cooper called for additions or deletions to the May 14, 2024, agenda. There were none.

3) General Public Comment

Chair Cooper provided an opportunity for members of the public to address the Board of Commissioners. There were none.

Commissioner Miller joined the meeting at 3:06 pm.

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 for May 14, 2024.

5) Board building presentation for May 14, 2024

Discussion calendar item number 5, to receive the board building presentation for May 14, 2024, an update regarding voucher program utilization for the Housing Authority of the County of San Bernardino, was requested.

The Executive Director provided the board with the presentation.

Discussion amongst the Board of Commissioners took place regarding discussion calendar item number 5.

6) MOU Amendment #5 with FAP for HOPWA

Discussion calendar item number 6, to 1) approve Amendment No. 5 to Memorandum of Understanding with Foothill AIDS Project for the Housing Opportunities for Persons with AIDS program, modifying the annual funding amount for a total amount not to exceed \$1,311,720 and extending the term by one additional year, effective July 1, 2024, through June 30, 2025, 2) authorize and direct the Executive Director to execute and deliver the contract amendment to Foothill AIDS Project 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.

Discussion amongst the Board of Commissioners took place regarding discussion calendar item number 6.

Commissioner Miller moved to approve discussion calendar item number 6, as recommended by staff and Commissioner MacDuff seconded the motion.

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

Ayes

Chair Cooper

Vice-Chair MacDuff

Commissioner Avila

Commissioner Kim

Commissioner Miller

Nays

7) Amendment No.1 to Contract No. PC1149

Discussion calendar item number 7, to 1) approve Amendment No.1 to contract No. PC1149, effective May 14, 2024, with Triton Global Services for Video Surveillance increasing the current contract by \$239,690 for a total amount not to exceed \$489,486.70 through October 31, 2026, 2) authorize and direct the Executive Director to execute and deliver the contract amendment to Triton Global Services 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.

Discussion amongst the Board of Commissioners took place regarding discussion calendar item number 7.

Commissioner Avila moved to approve discussion calendar item number 7, as recommended by staff and Commissioner Miller seconded the motion.

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

Ayes

Chair Cooper
Vice-Chair MacDuff
Commissioner Avila
Commissioner Kim
Commissioner Miller

Nays

8) Contract No. PC1368

Discussion calendar item number 8, to 1) approve nine (9) separate contracts No. PC1368, effective June 1, 2024, with Beacon Property Management, Inc. for Property Management Services for a two-year base period with three single or multiple year option extensions through May 31, 2029, to cover separate sites, 2) authorize and direct the Executive Director to execute and deliver Contract No. PC1368 to Beacon Property Management, Inc., upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Discussion amongst the Board of Commissioners took place regarding discussion calendar item number 8.

Commissioner Miller moved to approve discussion calendar item number 8, as recommended by staff and Commissioner MacDuff seconded the motion.

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

Ayes

Chair Cooper
Vice-Chair MacDuff
Commissioner Avila
Commissioner Kim
Commissioner Miller

Nays

9, 10, and 11) Consent Calendar

Approval of the consent calendar including agenda item numbers 9-11 was requested.

Commissioner Avila moved to approve consent calendar agenda item numbers 9-11,

9) Approve the meeting minutes for the special meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on April 16, 2024.

10) Approve and file Agency-wide Financial Statements through January 2024.

11) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of February 2024.

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

Ayes

Chair Cooper

Vice-Chair MacDuff

Commissioner Avila

Commissioner Kim

Commissioner Miller

Nays

Chair Cooper provided an opportunity for individual board member comments. There were none.

There being no other business, Commissioner Avila moved for the regular meeting of Tuesday, May 14, 2024, to be adjourned, and which motion was duly seconded by Commissioner Miller. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 4:03 p.m.

Beau Cooper, Chair

Cassie MacDuff, Vice Chair

Tim Johnson

David Avila

Sylvia Miller

Sungman Kim

Attest:

Secretary

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

June 18, 2024

FROM

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

SUBJECT

Agency-wide Financial Statements through February 2024

RECOMMENDATION(S)

Approve and file Agency-wide Financial Statements through February 2024.
(Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

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

FINANCIAL IMPACT

The Housing Authority of the County of San Bernardino's (HACSB) year-to-date agency-wide net loss through February 2024 for Federal Fiscal Year (FFY) 2023-24 is (\$2,358,763). The net loss is currently lower than the budgeted net loss of (\$3,487,819) with a variance of \$1,129,056.

The \$1,129,056 variance between the budgeted and the actual net income is due to the variance of gains and losses to the budget in the following primary categories:

- Depreciation expenses are not budgeted and amount to \$2 million.
- The Housing Choice Voucher (HCV) Program experienced an increase in Housing Assistance Payment (HAP) net income of \$1.1 million when compared to the budgeted amounts. This was due to the following items:
 - An increase in HAP in the amount of \$4.4 million. This was mainly due to rising rents which increases the per unit cost. Additionally, the lease rate increased due to an increase in the number of voucher holders who have successfully leased-up with vouchers. Unlike the funding in the HCV program, HAP is not budgeted at a 100% lease rate. It is budgeted based on an estimated lease rate for the year, estimated available funding per federally approved appropriations, and on approved use of restricted HAP U.S. Department of Housing and Urban Development (HUD) held reserves.
 - \$5.5 million more in funding received from HUD. The monthly amount HACSB receives is based on HAP expenses in prior months and not based on the current month's HAP expense or the approved federal appropriations. This will cause a discrepancy between the current month's lease rate and the lease rate used to fund HACSB monthly. A reconciliation between the amount funded and the actual HAP expenses is performed at year-end by both HUD and HACSB. The difference between the authorized funding amount and actual funding received is deducted

from or deposited into a restricted HUD Held Reserve (HHR) account which can be used for future eligible expenses, with HUD's approval.

- The HCV program received \$150,000 more administrative funding than budgeted. This was due to an increase in the number of vouchers issued due to remaining families with vouchers issued. Last waiting list pull in the HCV tenant-based program was in May 2023.
- There is a decrease in tenant services expenses in the amount of \$1 million. This is budgeted evenly for the fiscal year, but the level of services provided can vary from month to month. We expect the total expenses at year end to be materially the same as the budgeted amount.
- Physical needs work is budgeted evenly throughout the fiscal year, but the actual work performed can vary. This has reflected a lower-than-expected expense when compared to the budgeted amount since this report only accounts for five months of the fiscal year. The amount of variance is \$1.3 million. This is reflected in the extraordinary maintenance expenses line. Examples of extraordinary maintenance expenses budgeted include asphalt repairs, concrete repairs, roofing work, and exterior painting. We expect that the actual expense at year end will be closer to the budgeted amount.
- Lower than anticipated costs in administrative and maintenance expenses in the amount of \$400,000 primarily due to lower than anticipated consulting and professional fees, computer hardware not purchased as well as lower administrative salary expenses due to vacant positions. Since this report only accounts for five months of the fiscal year, we expect that these expenses will be incurred later in the year.
- There was a net increase of \$100,000 in tenant income and other income. Most of the increase was due to a \$1.05 million increase compared to the budgeted amount but there was also a decrease of \$950,000 in other income. The increase in rental income is due to accruals that are recorded in the beginning of the fiscal year for accounting purposes. These adjustments will offset with adjustments throughout the year, and we expect that the actual rent income should be closer to the budgeted amount by the end of the year. The decrease in other income is due to a pending residual receipt calculation from one of our non-profit affiliates. We expect this calculation to be completed once the affiliate's annual audit is complete in April 2024. This will be reflected on the April 2024 financial statements.

The information provided is 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. This will lead to a decrease in the operating net income. The audited financial report will be provided to the Board of Commissioners once the audit process has been completed. The audit process will be completed in late June 2025 for the prior fiscal year which is when the audited financial statements are submitted to HUD.

Financial Summary	FY 2024 YTD
Revenues	\$94,974,172
Expenses	\$(95,337,628)
Operating Net Income/(Loss)	\$(363,456)
Operating Transfers/Non-Operating Items	\$(1,995,307)
Net Income/(Loss)	\$ (2,358,763)

BACKGROUND INFORMATION

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2024-25 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 delays in the federal budget process.

Despite ongoing challenges such as the lack of a congressionally approved funding allocation, we continue to focus on maintaining the agency's fiscal stability, customer service, innovation, best practices, partnerships that will assist our staff and families, and show 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, June 07, 2024.

HACSB Budget Comparison

Period = Oct 2023-Feb 2024

Book = Accrual ; Tree = ysi_is

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	13,563,278	12,743,699	819,579	6.43	30,869,944
Total Other Tenant Income	431,618	213,987	217,631	101.70	511,667
NET TENANT INCOME	13,994,896	12,957,686	1,037,210	8.00	31,381,611
GRANT INCOME					
TOTAL GRANT INCOME	77,999,301	73,300,969	4,698,332	6.41	175,926,069
OTHER INCOME					
TOTAL OTHER INCOME	2,979,975	3,908,230	-928,255	-23.75	7,780,646
TOTAL INCOME	94,974,172	90,166,885	4,807,286	5.33	215,088,326
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	3,263,847	4,406,434	1,142,587	25.93	10,575,443
ADMINISTRATIVE					
Total Administrative Salaries	6,506,133	6,850,266	344,133	5.02	17,230,491
Total Legal Expense	234,594	235,417	823	0.35	564,845
Total Other Admin Expenses	3,143,384	3,384,158	240,774	7.11	8,080,900
Total Miscellaneous Admin Expenses	1,141,016	1,533,219	392,203	25.58	2,960,662
TOTAL ADMINISTRATIVE EXPENSES	11,025,128	12,003,061	977,933	8.15	28,836,897
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	1,409,218	1,696,740	287,522	16.95	2,459,644
UTILITIES					
TOTAL UTILITY EXPENSES	1,683,460	1,880,056	196,596	10.46	4,514,366
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	1,552,320	1,430,562	-121,758	-8.51	3,535,851
Total Materials	707,902	381,840	-326,061	-85.39	916,270
Total Contract Costs	1,666,163	1,507,712	-158,451	-10.51	3,590,795
TOTAL MAINTENANCE EXPENSES	3,926,385	3,320,114	-606,271	-18.26	8,042,916
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	1,313,142	770,132	-543,010	-70.51	1,692,963
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	1,567,166	2,840,604	1,273,438	44.83	5,623,953
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	70,303,553	65,920,949	-4,382,604	-6.65	158,210,278
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	845,730	816,615	-29,115	-3.57	1,944,793
TOTAL OPERATING EXPENSES	95,337,628	93,654,705	-1,682,923	-1.80	221,901,253
OPERATING NET INCOME	-363,456	-3,487,819	3,124,363	89.58	-6,812,927
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	1,995,307	0	-1,995,307	N/A	0
NET INCOME	-2,358,763	-3,487,819	1,129,057	32.37	-6,812,927

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

June 18, 2024

FROM

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

SUBJECT

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss for the Month of March 2024

RECOMMENDATION(S)

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of March 2024.

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

STRATEGIC PLAN ALIGNMENT

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

FINANCIAL IMPACT

The accounts receivable loss for the month ending March 31, 2024, is \$143,787.21. 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 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 (March 1-March 31, 2024) are primarily for voluntary move-outs and evictions. The total write-off for the month of March 31, 2024, is \$143,787.21, as delineated in the following table. Attached is a worksheet that itemizes the individual accounts.

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss
for the Month of March 2024
June 18, 2024

SUMMARY FOR HACSB- Authority Owned Properties

PROPERTY	NO. VACATED	TOTAL
481130- Maplewood	1	(70.00)
481170-7th ST	1	289.00
481172-Bighorn	1	(110.87)
490106 Mentone	1	3,075.00
402 - Summit Place	1	9,085.00
407 - Sunset Pointe	3	14,487.00
408 - Sunrise Vista	2	89.00
409 - Andalusia	4	8,657.93
425a - Sequoia	3	17,135.87
426 - Sunnyside	2	53,902.00
434a - Third	0	-
434c - Crafton	1	3,540.00
437 - Sunset Gardens	0	-
439 - Hampton	1	2,003.41
467 - Hillcrest	1	14,269.00
481 - Waterman Gardens	1	48.00
Concessions Write Off	0	-
TOTAL RENT WRITE OFF	23	126,400.34
Miscellaneous Charges		1,401.00
Maintenance Charges		31,131.87
Legal Charges		4,038.00
Security Deposits Applied		(19,184.00)
NET TOTAL WRITE OFF		143,787.21

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss
for the Month of March 2024
June 18, 2024

PROCUREMENT

Not applicable

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 30, 2024

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

03/31/24

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
481130- Maplewood													
1	C	S				(70.00)					(70.00)		(70.00)
2	L	T		V	353.00	-			515.00		515.00	500.00	15.00
TOTALS:						(70.00)	-	-	515.00	-	445.00	500.00	(55.00)

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Payment on bad debt									
2	Notice of intent to vacate									03/31/24

481170-7th ST													
1	H	A		V	\$399	289.00			673.00		962.00	617.00	345.00
TOTALS:						289.00	-	-	673.00	-	962.00	617.00	345.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice of intent to vacate									03/18/24

481172-Bighorn													
1	E	J		V	472.00	(110.87)			1,560.00		1,449.13	1,081.00	368.13
TOTALS:						(110.87)	-	-	1,560.00	-	1,449.13	1,081.00	368.13

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice of intent to vacate									03/22/24

490106 Mentone													
1	S	R		Skip	1,600.00	3,075.00	-	1,200.00	150.00	-	4,425.00	1,850.00	2,575.00
TOTALS:						3,075.00	-	1,200.00	150.00	-	4,425.00	1,850.00	2,575.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice to pay or quit	02/06/24	Yes	N/A	N/A	N		N/A	Resident moved out	03/06/24

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

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

03/31/24

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
402 - Summit Place													
1	H	C		E	1,797.00	9,085.00			951.00	2,538.00	12,574.00	600.00	11,974.00
TOTALS:						9,085.00	-	-	951.00	2,538.00	12,574.00	600.00	11,974.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice to pay or quit	10/06/23	Posted	11/08/24	11/27/24	Y		01/31/24	Moved out before lockout	02/29/24

407 - Sunset Pointe													
1	W	T		V	825.00				811.00		811.00	600.00	211.00
2	R	K		S	957.00	7,413.00			1,321.00		8,734.00	500.00	8,234.00
3	C	J		S	1,033.00	7,074.00	-		1,554.00		8,628.00	945.00	7,683.00
TOTALS:						14,487.00	-	-	3,686.00	-	18,173.00	2,045.00	16,128.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice of intent to vacate	01/12/24								02/29/24
2	Notice to pay or quit	10/09/23	Posted	11/14/23	12/21/23	N		N/A	Skipped to avoid court	03/18/24
3	Notice to pay or quit	10/09/23	Posted	11/14/23	12/21/23	N		N/A	Skipped to avoid court	03/18/24

408 - Sunrise Vista													
1	G	O		E	997.00	65.00			2,527.75		2,592.75	400.00	2,192.75
2	G	D		V	907.00	24.00	-		2,866.00	-	2,890.00	400.00	2,490.00
TOTALS:						89.00	-	-	5,393.75	-	5,482.75	800.00	4,682.75

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 pay or quit	02/29/24	Posted	02/16/24	N/A				turned in keys to avoid eviction	02/29/24
2	Notice of intent to vacate	02/20/24								03/02/24

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

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

03/31/24

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
409 - Andalusia													
1	V	B		V	1,161.00	570.50	-	75.00	245.00		890.50	799.00	91.50
2	H	M		V	1,870.00	1,900.43	-	1.00	788.00		2,689.43	2,100.00	589.43
3	B	L		T	1,161.00	3,050.00	-		707.00		3,757.00	960.00	2,797.00
4	T	T		T	1,391.00	3,137.00	-	75.00	2,189.00		5,401.00	999.00	4,402.00
TOTALS:						8,657.93	-	151.00	3,929.00	-	12,737.93	4,858.00	7,879.93

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice of intent to vacate	01/25/24								02/25/24
2	Notice of intent to vacate	02/01/24								03/01/24
3	Notice to pay or quit	01/09/24	Posted	N/A						03/13/24
4	Notice to pay or quit	01/09/24	Posted	N/A					skipped on 03/19/24 to avoid eviction	03/19/24

425a - Sequoia													
1	A	T		V	800.00	2,717.00			250.00		2,967.00	400.00	2,567.00
2	J	T		E	925.00	13,976.87			2,972.12		16,948.99	1,025.00	15,923.99
3	M	T		V	971.00	442.00			1,300.00		1,742.00	863.00	879.00
TOTALS:						17,135.87	-	-	4,522.12	-	21,657.99	2,288.00	19,369.99

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice of intent to vacate	01/05/24								02/04/24
2	Notice quit	05/25/23	Posted	05/25/23	07/05/23	Y		10/12/23	turned in keys to avoid lock out	12/11/23
3	Notice of intent to vacate	01/31/24								02/29/24

426 - Sunnyside													
1	R	M		E	1,445.00	36,156.00			1,535.00		37,691.00	400.00	37,291.00
2	C	B		E	1,461.00	17,746.00			2,555.00		20,301.00	1,345.00	18,956.00
TOTALS:						53,902.00	-	-	4,090.00	-	57,992.00	1,745.00	56,247.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice to pay or quit	02/06/23	Post/mail	12/12/23	12/14/23	Y		02/08/24	turned in keys to avoid lock out	03/24/24
2	Notice to pay or quit	08/07/23	Post/mail	12/12/23	12/14/23	Y		02/08/24	turned in keys to avoid lock out	03/19/24

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

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

03/31/24

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
434a - Third													
1	R	M							(112.00)		(112.00)		(112.00)
TOTALS:						-	-	-	(112.00)	-	(112.00)	-	(112.00)

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

434c - Crafton													
1	G	J		T	1,200.00	3,540.00		50.00	649.00		4,239.00	800.00	3,439.00
TOTALS:						3,540.00	-	50.00	649.00	-	4,239.00	800.00	3,439.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice to pay or quit	02/06/24	Posted	N/A						02/26/24

437 - Sunset Gardens													
1	M	D					-		(100.00)		(100.00)		(100.00)
2	M	M					-		(27.00)		(27.00)		(27.00)
TOTALS:						-	-	-	(127.00)	-	(127.00)	-	(127.00)

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

439 - Hampton													
1	E	D		T	1,500.00	2,003.41	-		1,317.00		3,320.41	800.00	2,520.41
TOTALS:						2,003.41	-	-	1,317.00	-	3,320.41	800.00	2,520.41

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 pay or quit	2/6/2024	Posted	N/A						03/05/24

467 - Hillcrest													
1	B	A		E	747.00	14,269.00			3,197.00	1,500.00	18,966.00	425.00	18,541.00
TOTALS:						14,269.00	-	-	3,197.00	1,500.00	18,966.00	425.00	18,541.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice to pay or quit	02/07/24	Posted	02/13/24	N/A				turned in keys before filed in court	03/21/24

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

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 03/31/24

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
481 - Waterman Gardens													
1	W	V		V	830.00	48.00			738.00		786.00	775.00	11.00
											-		-
TOTALS:						48.00	-	-	738.00	-	786.00	775.00	11.00
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice of intent to vacate	02/06/24									03/07/24		
ALL PROPERTY TOTALS:						126,400.34	-	1,401.00	31,131.87	4,038.00	162,971.21	19,184.00	143,787.21

Submitted by:

Date:

Reviewed by:

Date:

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

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

June 18, 2024

FROM

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

SUBJECT

Board Building Presentation for June 18, 2024

RECOMMENDATION(S)

Receive the board building presentation for June 18, 2024, regarding preliminary information for the fiscal year 2024-2025 agency budget and the 2025 Moving to Work Annual Plan.
(Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

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

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.

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

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

This month's board building presentation will include preliminary information on the fiscal year 2024-2025 agency budget and the 2025 MTW Annual Plan.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on, May 30, 2024.