

A REGULAR 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
August 12, 2025, 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 August 12, 2025.
(Page 1)
- 5) Receive the board building presentation for August 12, 2025, an overview of the Housing Authority of the County of San Bernardino's rental assistance programs.
(Page 2)
- 6) Adopt Resolution No. 214 approving revisions to the Housing Authority of the County of San Bernardino's Employee Compensation Philosophy and Administrative Guidelines.
(Pages 3-11)
- 7) Adopt Resolution No. 215 approving revisions to the Housing Authority of the County of San Bernardino's Salary Schedule effective August 29, 2025.
(Pages 12-20)
- 8) Adopt Resolution No. 216 approving revisions to the Housing Authority of the County of San Bernardino's Personnel Policy Handbook.
(Pages 21-56)

- 9) Adopt Resolution No. 217 approving and ratifying the Designation of Applicant's Agent Resolution (OES-FPD-130) to formalize the appointment of the Housing Authority of the County of San Bernardino as the authorized agent for FEMA grant activities.
(Pages 57-64)
- 10) Retroactively approve a non-financial Memorandum of Understanding with the San Bernardino County Workforce Development Board as a Workforce Innovations & Opportunity Act One-Stop America's Job Centers of California Partner, effective July 1, 2025, through June 30, 2028.
(Pages 65-94)
- 11) Approve a contract extension for the Project-Based Voucher Program Housing Assistance Payments Contract with Ontario Housing Authority for 12 scattered site units for the Project Gateway Continuum of Care program, for an additional five-year period from October 1, 2026, through September 30, 3031.
(Pages 95-129)

CONSENT CALENDAR

APPROVAL OF CONSENT ITEMS: 12-15

- 12) 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 June 10, 2025.
(Pages 130-137)
- 13) Approve and file agency-wide financial statements through April 2025.
(Pages 138-141)
- 14) Approve the expensing of vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of May 2025.
(Pages 142-146)
- 15) Approve the write-off of delinquent accounts for the Housing Services Programs as collection losses for the month of July 2025.
(Pages 147-149)

CLOSED SESSION

- 16) CONFERENCE WITH REAL PROPERTY NEGOTIATORS
Pursuant to Government Code Section 54956.8
Property Address: 755 E. Virginia Way, Barstow, CA
Agency designated representatives: Rishad Mitha, Deputy Executive Director
Negotiating Parties: Multiple potential buyers
Under Negotiation: Price and terms of potential sale
- 17) PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Pursuant to Government Code Section 54957
Title: Executive Director
- 18) CONFERENCE WITH LABOR NEGOTIATOR
Pursuant to Gov't Code Section 54957.6
Agency designated representatives: Fred Galante, General Counsel
Unrepresented employee: Maria Razo, Executive Director

- 19) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of case: Betancourt v. Housing Authority of the County of San Bernardino
(San Bernardino County Superior Court, Case No. CIVSB2323076)
- 20) Individual Board member comments.
- 21) 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**

August 12, 2025

FROM

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

SUBJECT

Executive Director's Report for August 12, 2025

RECOMMENDATION(S)

Receive the Executive Director's Report for August 12, 2025.
(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.

ITEM ATTACHMENTS

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on July 24, 2025.

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

August 12, 2025

FROM

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

SUBJECT

Board Building Presentation for August 12, 2025

RECOMMENDATION(S)

Receive the board building presentation for August 12, 2025, an overview of the Housing Authority of the County of San Bernardino's rental assistance programs.
(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 an overview of HACSB's rental assistance programs.

PROCUREMENT

Not applicable.

ITEM ATTACHMENTS

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on July 24, 2025.

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

August 12, 2025

FROM

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

SUBJECT

Employee Compensation Philosophy and Administrative Guidelines

RECOMMENDATION(S)

Adopt Resolution No. 214 approving revisions to the Housing Authority of the County of San Bernardino's Employee Compensation Philosophy and Administrative Guidelines.
(Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

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

FINANCIAL IMPACT

Approval of the proposed revisions to the Employee Compensation Philosophy and Administrative Guidelines will not have a financial impact to the Housing Authority of the County of San Bernardino's (HACSB) approved annual budget. Compensation decisions that are made using the Compensation Philosophy are decisions made within the agency's approved budget.

BACKGROUND INFORMATION

HACSB's Employee Compensation Philosophy and Administrative Guidelines describe the policies of the agency's employee compensation program. In August 2010, HACSB established the Employee Compensation Philosophy and Administrative Guidelines as a result of a full compensation study and performance management review completed by a contracted third party. The employee compensation program is designed to attract and retain a qualified and diverse workforce, as well as to fairly compensate each employee at a salary that is determined by individual performance; funding; the competitive job market; job responsibilities; and the required level of expertise. In order to be a competitive employer, HACSB conducts a compensation study every two to four years to ensure our compensation package continues to be reflective of work our employees perform and representative of similar work in similar workplace industries. As a result of a recent compensation study, HACSB desires to revise and update language in its Employee Compensation Philosophy and Administrative Guidelines.

Attached to this item are the redline policy changes to the Employee Compensation Philosophy and Administrative Guidelines. The substantive revisions include:

- **Removal of the control point within the salary range.** The control point was originally implemented to support performance-based pay increases, allowing employees who demonstrated higher levels of performance to advance beyond that point within the range. This system was effective when our salary ranges were established at the market median plus 10%. However, after the "+10%" adjustment was eliminated in 2022, the control point

Employee Compensation Philosophy and Administrative Guidelines

August 12, 2025

began to limit employee growth within the range rather than support it. As a result, we are removing the control point to ensure greater flexibility and equitable progression through the salary range.

- **Removal of the 60%/40% weighted performance review for Managers and Directors.** Currently, performance reviews for non-management staff are weighted 80% on competencies and 20% on goals, while Managers and Directors are evaluated using a 60% competencies and 40% goals weighting. This change will re-align the weighting for Managers and Directors with the rest of the Agency at 80% competencies and 20% goals as was in original policy. The previous 60/40 weighting often led to disproportionately lower overall scores for Managers and Directors due to the broader and more complex nature of their goals. Reverting to the 80/20 split promotes consistency and fairness across all performance evaluations.
- **Clarified promotional increase guidelines.** This update standardizes promotional pay increases based on the level of the new role. Employees promoted to a higher-level position will receive a 5% increase for promotions among line staff, a 7% increase for promotions to a lead or senior-level roles, and a 10% increase for promotions into a supervisory or management position. These guidelines are consistent with our project incentive pay and provide transparency in promotional and compensation practices.
- **Adjusted timing of the annual Market Rate Adjustment.** The effective date for the annual Market Rate Adjustment has been moved from October to September. This change creates a clearer separation between the implementation of market adjustments and annual merit increases, allowing for more effective planning and communication of each component.
- **Added in eligibility for employees at maximum of their range to receive the market rate adjustment as a one-time lump sum.** Employees who are at the top of their salary range and therefore ineligible for a base salary increase will now receive the Market Rate Adjustment as a one-time, non-base-building lump sum payment. This ensures equitable recognition of market movement for all staff, regardless of position within the range.

If approved, the proposed Compensation Philosophy would be effective August 29, 2025. The HACSB has already received approval on these changes from Teamsters Local 1932 for represented employees.

PROCUREMENT

Not applicable.

ITEM ATTACHMENTS

- Resolution No. 2025-214
- Attachment - Redlined Compensation Philosophy and Administrative Guidelines

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on July 24, 2025.

HOUSING AUTHORITY RESOLUTION NO. 2025-214

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE EMPLOYEE
COMPENSATION PHILOSOPHY AND ADMINISTRATIVE GUIDELINES**

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino was created pursuant to Section 34200 of the California Health and Safety Code to provide housing for low and moderate income families; and

WHEREAS, the Housing Authority of the County of San Bernardino Employee Compensation Philosophy and Administrative Guidelines was established in August 2010; and

WHEREAS, the Housing Authority of the County of San Bernardino desires to revise and clarify the current Employee Compensation Philosophy and Administrative Guidelines.

OPERATIVE PROVISIONS

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

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

Section 2. The Board of Commissioners hereby approves the proposed Employee Compensation Philosophy and Administrative Guidelines revisions attached as Exhibit A.

Section 3. This Resolution shall take effect August 29, 2025 upon its adoption.

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

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

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

I, _____, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, August 12, 2025.

Secretary

Housing Authority of the County of San Bernardino EMPLOYEE COMPENSATION PHILOSOPHY AND ADMINISTRATIVE GUIDELINES

The Housing Authority of the County of San Bernardino's employee compensation program is designed to attract, retain, motivate, and reward a qualified and diverse work force in an equitable manner. To accomplish this, the Authority has established the following plan, provisions, and standards for employee compensation.

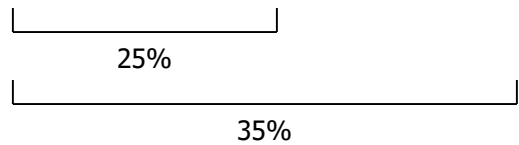
The employee compensation program is designed to fairly compensate each employee at a salary that is determined by individual performance, funding, the competitive job market, job responsibilities, and the required level of expertise. The compensation program includes both base salary and a competitive benefit program.

SALARY RANGES:

Salary ranges will exist for all classifications. There shall be no specific or predetermined steps within the range, thus allowing for the flexibility of adjustment to recognize varying levels of performance. The salary ranges shall be established based on competitive market base salary median and internal equity for non-benchmark classifications or those which yield insufficient market data. Range placements are made based on the following calculation: using the market base salary median findings, classifications are placed into the salary range whose median is closest to the market median number using base salary without going over.

Each salary range will be 35% wide. ~~with the control point set 25% above the minimum of the range. The control point represents the value of each position assigned to the salary range at the fully competent level.~~

Title	Market Median	Range Minimum	Control Point	Range Maximum
Example Position	\$8,474	\$7,212	\$9,015	\$9,736



In order to maintain a competitive position within the labor market, the Authority shall consider a thorough review of the salary ranges every two to three years or sooner as needed. Adjustments to the ranges shall be based upon marketplace data and budget considerations. For positions that return insufficient market data, internal equity will be established based on skills required, education needed and duties performed. This includes decision making/judgment, difficulty and complexity of work and supervisory responsibilities.

Upon completion of a full market study every two to three years, current employees will receive a salary increase consistent with their range movement in the market. For example, if a position moves up one range, the employee within that position would receive a 2.5% increase to their base pay. If a position moves more than 3 ranges, any further increase would be subject to budget available.

Adjustments to individual salaries based on range movement are not automatic. Salary adjustments consistent with range movement in the market as stated above will depend on budget available.

SALARY INCREASE BUDGET:

The salary increase budget will be determined annually within the context of overall Authority performance and budget dollars available and shall be fiscally prudent taking into account the Authority's financial condition, reserves, revenue growth, and competing budget priorities. The range of potential increases for the upcoming rating period will be announced to all employees by August each year.

EMPLOYEE MERIT INCREASES:

A designated supervisor shall be responsible for the annual review of each employee's performance which in turn provides a recommendation for employee merit increases. Merit increase recommendations shall be within the Authority's annual salary budget guidelines and based on the individual employee's performance.

Guidelines for recommending merit increases:

- ~~**Range Minimum to the Control Point** is the portion of the range where a new or less experienced employee would be placed. Progress through the range would occur as an employee moves towards the fully competent level (control point). There may be circumstances, such as hiring a highly experienced individual, which would warrant salary placement near or at the control point.~~
- ~~—~~
- ~~**The Control Point** is the position of the salary range where an employee may normally expect to progress. Most employees will achieve and maintain a salary at this point of the range (fully competent). The achievement of full competency is~~

~~determined by the ability to meet standards in the Authority's core competencies and achievement of individually determined goals for the review period.~~

- ~~**The Control Point to the Range Maximum** is utilized for those employees whose performance over time consistently exceeds expectations as defined by the Authority's core competencies and individual goal achievement.~~

Annual Merit Increase Guidelines:

Adjustments to an employee's salary will be made based on the results of the performance evaluation. Salary adjustments shall be based on achievements in key areas weighted as follows:

~~Non Manager/Director level~~All Employees

- Core Competencies 80%
- Goals and Objectives 20%

~~Manager/Director level and above~~

- ~~Core Competencies 60%~~
- ~~Goals and Objectives 40%~~

During the annual performance review process, ~~both the~~ performance ratings and the relative position of the individual within the salary range will be considered in recommending the salary increase. ~~For example, using the matrix below, if an individual's performance "Exceeds Standards — 4.1 to 4.5", and current salary is above the control point but not yet at the maximum of the salary range, an increase of 2.5% could be expected.~~

The following merit guidelines are an example of a 3% maximum increase or lump sum:

Overall Rating	Within the Range	Max of Range (lump sum)
Exemplary – 4.6 to 5	3%	3%
Exceeds Standards – 4.1 to 4.5	3%	2.5%
Exceeds Standards – 3.6 to 4.0	3%	1.5 2%
Fully Effective – 3.0 to 3.5	2.0%	0 1%
Improvement Needed 2.0 to 2.9	0%	0%
Does Not Meet Min Requirements – 1 to 1.99	0%	0%

Merit Increase Guidelines:

- If base pay is within the salary range below the control point: Employees with at least "Fully Effective" performance will have the opportunity to receive a pay increase up to the max control point of their range, based on their performance. No increase will be given to those rated below "fully effective".
- If ~~base pay is between the control point and maximum~~: Employees with performance that either "Exceeds Standards" or is "Exemplary" will have the opportunity to receive an increase up to the maximum of their range. If an "Exemplary" the increase takes the employee's salary above the maximum, exceeds the maximum, the portion above the maximum will be paid in a lump sum payment.
- If base pay is at above the maximum: Employees who are frozen at ~~or above~~ the maximum of their range ~~and perform at an "Exemplary" or "Exceeds Standards" level on their performance review~~, will receive a lump sum payment equal to the applicable percentage on the matrix designated for that merit year above.

Timing of Increases. Merit increases will be considered on an annual basis, in conjunction with the Agency performance review cycle each year. Effective 2013, the review cycle will be from July 1 – June 30 each year with increases, if applicable, effective the **start of the** first pay period in October.

Start Salary. Human Resources, in collaboration with the hiring manager, will determine the start rate of pay within the established range for a newly hired employee. The lower part of the range Range Minimum to the Control Point is the portion of the range where a new or less experienced employee would be placed. Progress through the range would occur as an employee moves towards the fully competent level. There may be circumstances, such as hiring a highly experienced individual, which would warrant salary placement higher within the range. at or near the control point.

Employees assigned to a position within the Special Programs area for more than two (2) consecutive weeks will be eligible for a 3% incentive for their work. The incentive is meant to cover the complexity of working with multiple outside partners and funding programs which requires different rules, calculations and knowledge.

Employees will be notified in writing if they qualify for this-an incentive. Except as required by law, any employee who is receiving this-an incentive and is placed on a leave of absence of more than three (3) consecutive days, will not be eligible for the incentive during the leave of absence.

New Hires.

- Individuals hired within the first 9 months of the rating period (July - March) will be eligible for a pro-rated merit increase the following Agency-wide annual performance review cycle, from their hire date forward.
- Individuals hired within the last three months of the rating period (April – June) will not receive an annual performance review nor be eligible for a merit increase. Their first performance review will occur on their six-month anniversary. They will be eligible for a merit increase the following Agency-wide annual performance review cycle.

Promotions

- Promotional increases will align with current Project Incentive Pay practices in place. This includes a 5%, 7% or 10% increase based on position being promoted into. A 5% increase will be granted for all employees moving into a non-Lead, Senior or Supervisory level position; a 7% increase will be granted for all employees moving into a Lead or Sr. level position; a 10% increase will be granted for all employees moving into a Supervisory position in which the new role will be responsible for supervising one or more staff members. ~~position and responsibilities taken on as part of the promotion.~~ If these percentages do not bring the employee to the minimum of the new position range, the employee will be granted pay at the minimum of the range of the new position.
- If an individual is promoted within the review period, performance in both positions will be evaluated for merit increase purposes.
- If an individual is promoted to a new position, and placing the employee in the new range would result in a salary decrease, their pay will not be decreased. Their pay will be frozen at their old salary, and no increase will be awarded at the time of promotion.
- If an employee is receiving Project Incentive Pay for tasks related to a new promotion, their new pay will remain the same as that of Project Incentive Pay and/or to the minimum of the new range, whichever is greater for the employee.

Transfers

- If an individual voluntarily applies for and is awarded a position within a lower salary range, and their current salary is higher than the salary range, the employee will be granted the maximum pay of the range of the new position.

Discretionary Pay Changes

- In order to maintain a competitive, equitable and sustainable compensation package for employees, the Executive Director has the authority to offer salary increases to individual employees within their salary ranges and based on the board approved budget available. This may include counter offering a staff member who has chosen to resign, mid-cycle increases to positions to stay competitive in the market and other adjustments to encourage employee retention within budget available and

where warranted under the factors considered during the performance evaluation process.

Market Rate Adjustments

The Agency is committed to conducting a full market study every two to three years. In any off year where the agency is not conducting this study, the Agency will commit to reviewing a market rate adjustment for employees. This market rate adjustment would be effective the start of the first pay period in ~~October~~ September of each year and would be consistent with the Consumer Price Index for Riverside-San Bernardino-Ontario area as follows:

- The CPI for this area would be pulled in ~~July~~ August of each year looking at the 12 month CPI number for July.
- The market rate adjustment would be calculated at the 12-month CPI number for July of that year, up to a maximum of 4%.

Any market rate adjustment would be contingent upon budget available and would be effective the start of the first pay period in ~~October~~ September of each nonmarket study year. If a market rate adjustment is granted, this adjustment would not affect the current board approved ranges. Employees who are at the maximum of their range would ~~not~~ be eligible for a lump sum equal to the market rate adjustment percentage times the employees current base annual salary. above the board approved range maximum.

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

August 12, 2025

FROM

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

SUBJECT

Employee Salary Schedule Revisions

RECOMMENDATION(S)

Adopt Resolution No. 215 approving revisions to the Housing Authority of the County of San Bernardino's Salary Schedule effective August 29, 2025.
(Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

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

FINANCIAL IMPACT

Approval of the proposed revisions to the Employee Salary Schedule will have a financial impact in an amount not expected to exceed \$784,000/year. This amount is included in the Housing Authority of the County of San Bernardino's FY 2025/2026 approved budget.

BACKGROUND INFORMATION

In July 2009, HACSB contracted with Koff & Associates Inc. to conduct a comprehensive total compensation study for all HACSB classifications. The goal was to ensure that positions were appropriately benchmarked within the labor market. At that time, HACSB also developed and adopted a formal compensation philosophy, transitioning from a traditional five-step pay structure to a pay for performance system.

HACSB's employee compensation program aims to fairly compensate each employee based on individual performance, available funding, the competitive job market, job responsibilities, and the required level of expertise. To remain a competitive employer, HACSB conducts a compensation study every two to four years to ensure that the agency's compensation package remains aligned with the value of the work performed and is comparable to similar roles in similar agencies. The last study was completed in 2022.

In November 2024, HACSB contracted Gallagher to conduct a compensation study in alignment with the agency's compensation philosophy. As part of the study, twelve (12) comparator agencies were selected, including both local city and county governments as well as Housing Authorities within California of similar size. Gallagher reviewed HACSB's job descriptions and employee benefits, then compared them to those of the selected agencies.

For salary benchmarking, Gallagher evaluated the maximum of each HACSB salary range and compared it to the top salaries of comparable positions in the market. Based on this analysis, they recommended updated salary ranges for each position, using the median top monthly salary from the comparator agencies.

Additionally, Gallagher conducted a comprehensive comparison of HACSB's employee benefits with those offered by the comparator agencies. This included retirement plans, deferred compensation options, employer-paid insurance, leaves, vacation, holidays, auto allowances, and other relevant benefits. Based on this review, the HACSB benefits were found to continue to lead the market and were 10.5% above that of comparator agencies.

As part of the compensation study, 56 distinct job classifications were reviewed and assigned to proposed salary ranges. Of those, 55 classifications resulted in a higher salary range placement, while one classification remained unchanged. The position with no change is currently vacant. On average, positions moved up by five salary ranges.

In alignment with HACSB's current Compensation Philosophy and the newly proposed salary ranges, the agency recommends providing all current employees a salary adjustment based on their position's movement in the market—up to a maximum of three ranges, based on the agency's board approved compensation philosophy and administrative guidelines. Employees would receive a salary increase of 2.5%, 5%, or 7.5%, depending on the range movement. If the adjustment does not bring an employee's pay to the minimum of the new range, their salary will be brought up to the new minimum.

Upon approval of the proposed salary schedule, all current employees will receive an increase based on the aforementioned process. Of the 152 employees, approximately 124 will receive an increase of up to 7.5%, and 28 will receive an increase exceeding 7.5% in order to reach the minimum of their newly assigned range. The average increase across the agency will be 8.2%. The total cost of these adjustments is approximately \$784,000 annually, which has been incorporated into the Fiscal Year 2025/2026 agency budget approved in July 2025.

If approved, the proposed salary schedule will take effect on August 29, 2025, aligning with the start of the first pay period in September 2025. Any corresponding salary adjustments will also be effective on that date. The proposed salary schedule has been reviewed and approved by Teamsters Local 1932 for all represented employees.

PROCUREMENT

Not applicable.

ITEM ATTACHMENTS

- Resolution No. 2025-215
- Attachment - New Proposed Salary Ranges
- Attachment - Compensation Study Results by Position

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on July 24, 2025.

HOUSING AUTHORITY RESOLUTION NO. 2025-215

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE SALARY SCHEDULE**

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino was created pursuant to Section 34200 of the California Health and Safety Code to provide housing for low and moderate income families; and

WHEREAS, the Housing Authority of the County of San Bernardino Salary Schedule was established in April 2010; and

WHEREAS, the Housing Authority of the County of San Bernardino desires to amend the current Salary Schedule consistent with a recent agency-wide compensation study to be effective August 29, 2025.

OPERATIVE PROVISIONS

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

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

Section 2. The Board of Commissioners hereby approves the proposed Salary Schedule revisions attached as Exhibit A, which revised Salary Schedule shall replace all previously approved Salary Schedules.

Section 3. This Resolution shall take effect on August 29, 2025 upon its adoption.

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

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

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

I, _____, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, August 12, 2025.

Secretary

Housing Authority of the County of San Bernardino
Salary Schedule

FACTORS					
Range E8, Maximum, Annual					
\$38,600.00					
Range Spread					
35.00%					
Range Increase					
2.50%					
Pay Periods per Year					
26					
Hours per Year					
2,080					
	Job Titles	Annual		Hourly	
		Minimum	Maximum	Minimum	Maximum
9		30,435	41,087	14.63	19.75
10		31,196	42,114	15.00	20.25
11		31,976	43,167	15.37	20.75
12		32,775	44,246	15.76	21.27
13		33,595	45,353	16.15	21.80
14	Resident Manager	34,434	46,486	16.56	22.35
15		35,295	47,649	16.97	22.91
16		36,178	48,840	17.39	23.48
17		37,082	50,061	17.83	24.07
18		38,009	51,312	18.27	24.67
19		38,959	52,595	18.73	25.29
20	Porter	39,933	53,910	19.20	25.92
21		40,932	55,258	19.68	26.57
22		41,955	56,639	20.17	27.23
23		43,004	58,055	20.67	27.91
24		44,079	59,507	21.19	28.61
25	Administrative Services Specialist	45,181	60,994	21.72	29.32
26		46,310	62,519	22.26	30.06
27		47,468	64,082	22.82	30.81
28		48,655	65,684	23.39	31.58
29		49,871	67,326	23.98	32.37

Housing Authority of the County of San Bernardino
Salary Schedule

	Job Titles	Annual		Hourly	
		Minimum	Maximum	Minimum	Maximum
30	Accounting Specialist	51,118	69,009	24.58	33.18
	Data Specialist				
	Help Desk Technician				
31		52,396	70,735	25.19	34.01
32	Housing Services Specialist	53,706	72,503	25.82	34.86
	Maintenance Technician				
33		55,049	74,316	26.47	35.73
34	Affordable Housing Specialist	56,425	76,173	27.13	36.62
	Homeownership Specialist				
	Payroll Specialist				
	Portability Specialist				
	Program Integrity Specialist				
	Talent Acquisition Specialist				
35	Compliance Coordinator	57,835	78,078	27.81	37.54
	Resident Services Coordinator				
	Self-Sufficiency Specialist				
36	Compliance and Admissions Lead	59,281	80,030	28.50	38.48
	IT Support Analyst				
	Lead Housing Services Specialist				
	Real Estate Services Specialist				
37		60,763	82,030	29.21	39.44
38	Accountant I	62,282	84,081	29.94	40.42
	HR Generalist				
39	Lead Self Sufficiency Specialist	63,839	86,183	30.69	41.43
40		65,435	88,338	31.46	42.47
41	Procurement Officer	67,071	90,546	32.25	43.53
42	Accountant II	68,748	92,810	33.05	44.62
	Executive Assistant				
	Special Projects Coordinator				
	Sr. HR Generalist				
43		70,467	95,130	33.88	45.74
44	Management Analyst	72,228	97,508	34.73	46.88
	Rehab Project Coordinator				
45		74,034	99,946	35.59	48.05
46	Maintenance Supervisor	75,885	102,445	36.48	49.25
	Sr. Accountant				
47		77,782	105,006	37.40	50.48
48	Accounting Supervisor	79,727	107,631	38.33	51.75
	Sr. Management Analyst				
49	Asset Management Supervisor	81,720	110,322	39.29	53.04

Housing Authority of the County of San Bernardino
Salary Schedule

	Job Titles	Annual		Hourly	
		Minimum	Maximum	Minimum	Maximum
	Procurement & Contracts Supervisor				
50		83,763	113,080	40.27	54.37
51	App & Database Administrator	85,857	115,907	41.28	55.72
	Housing Services Supervisor				
	Property Manager				
52		88,003	118,805	42.31	57.12
53	Real Estate Project Manager	90,203	121,775	43.37	58.55
54	Facilities Manager	92,459	124,819	44.45	60.01
	Systems Administrator				
55		94,770	127,940	45.56	61.51
56		97,139	131,138	46.70	63.05
57	Family Empowerment Services Mgr	99,568	134,417	47.87	64.62
58		102,057	137,777	49.07	66.24
59	Assistant Regional Communities Mgr	104,608	141,221	50.29	67.89
	Housing Services Manager				
60		107,224	144,752	51.55	69.59
61	Finance Manager	109,904	148,371	52.84	71.33
62		112,652	152,080	54.16	73.12
63		115,468	155,882	55.51	74.94
64		118,355	159,779	56.90	76.82
65		121,314	163,773	58.32	78.74
66	Director of Housing Communities	124,347	167,868	59.78	80.71
	IT Manager				
67	Director of Policy & Communications	127,455	172,064	61.28	82.72
68		130,642	176,366	62.81	84.79
69		133,908	180,775	64.38	86.91
70	Director of Development	137,255	185,295	65.99	89.08
71		140,687	189,927	67.64	91.31
72	Director of Housing Services	144,204	194,675	69.33	93.59
73		147,809	199,542	71.06	95.93

Housing Authority of the County of San Bernardino
Salary Schedule

	Job Titles	Annual		Hourly	
		Minimum	Maximum	Minimum	Maximum
74	Director of Admin Services	151,504	204,531	72.84	98.33
75	Director of Business Services	155,292	209,644	74.66	100.79
76		159,174	214,885	76.53	103.31
77		163,153	220,257	78.44	105.89
78		167,232	225,764	80.40	108.54
79		171,413	231,408	82.41	111.25
80		175,698	237,193	84.47	114.04
81		180,091	243,123	86.58	116.89
82		184,593	249,201	88.75	119.81
83	Deputy Executive Director	189,208	255,431	90.97	122.80
84		193,938	261,816	93.24	125.87
85		198,787	268,362	95.57	129.02
86		203,756	275,071	97.96	132.25
87		208,850	281,948	100.41	135.55
88		214,071	288,996	102.92	138.94
89	Executive Director	219,423	296,221	105.49	142.41
90		224,909	303,627	108.13	145.97

Housing Authority of the County of San Bernardino

2025 Compensation Study Results

Position Title	Current Range	Current Min Hrly Rate	Proposed Range	Proposed Min Hrly Rate	Range Change
Real Estate Project Manager	53	\$ 43.37	53	\$ 43.37	0
Sr. Management Analyst	47	\$ 37.40	48	\$ 38.33	1
Facilities Manager	53	\$ 43.37	54	\$ 43.37	1
Procurement Officer	39	\$ 30.69	41	\$ 32.25	2
Management Analyst	42	\$ 33.05	44	\$ 34.73	2
Rehab Project Coordinator	42	\$ 33.05	44	\$ 34.73	2
Help Desk Technician	27	\$ 22.82	30	\$ 24.58	3
Resident Services Coordinator	32	\$ 25.82	35	\$ 27.81	3
IT Support Analyst	33	\$ 26.47	36	\$ 28.50	3
Special Projects Coordinator	39	\$ 30.69	42	\$ 33.05	3
Sr. HR Generalist	39	\$ 30.69	42	\$ 33.05	3
Director of Policy & Communications	64	\$ 56.90	67	\$ 61.28	3
Resident Manager	10	\$ 15.00	14	\$ 16.56	4
Program Integrity Specialist	30	\$ 24.58	34	\$ 27.13	4
Talent Acquisition Specialist	30	\$ 24.58	34	\$ 27.13	4
Asset Management Supervisor	45	\$ 35.59	49	\$ 39.29	4
Systems Administrator	50	\$ 40.27	54	\$ 44.45	4
Director of Admin Services	70	\$ 65.99	74	\$ 72.84	4
Compliance Coordinator	30	\$ 24.58	35	\$ 27.81	5
Accountant I	33	\$ 26.47	38	\$ 29.94	5
HR Generalist	33	\$ 26.47	38	\$ 29.94	5
Accountant II	37	\$ 29.21	42	\$ 33.05	5
Sr. Accountant	41	\$ 32.25	46	\$ 36.48	5
Accounting Supervisor	43	\$ 33.88	48	\$ 38.33	5
Procurement & Contracts Supervisor	44	\$ 34.73	49	\$ 39.29	5
App & Database Administrator	46	\$ 36.48	51	\$ 41.28	5
Director of Business Services	70	\$ 65.99	75	\$ 74.66	5
Deputy Executive Director	78	\$ 80.40	83	\$ 90.97	5
Executive Director	84	\$ 93.24	89	\$ 105.49	5
Porter	14	\$ 16.56	20	\$ 19.20	6
Admin Services Specialist	19	\$ 18.73	25	\$ 21.72	6
Accounting Specialist	24	\$ 21.19	30	\$ 24.58	6
Housing Services Specialist	26	\$ 22.27	32	\$ 25.82	6
Maintenance Technician	26	\$ 22.27	32	\$ 25.82	6
Affordable Housing Specialist	28	\$ 23.39	34	\$ 27.13	6
Homeownership Specialist	28	\$ 23.39	34	\$ 27.13	6
Payroll Specialist	28	\$ 23.39	34	\$ 27.13	6
Portability Specialist	28	\$ 23.39	34	\$ 27.13	6
Compliance & Admissions Lead	30	\$ 24.58	36	\$ 28.50	6
Lead Housing Services Specialist	30	\$ 24.58	36	\$ 28.50	6
Family Empowerment Services Mgr	51	\$ 41.28	57	\$ 47.87	6
Finance Manager	55	\$ 45.56	61	\$ 52.84	6
Director of Housing Communities	60	\$ 51.55	66	\$ 59.78	6
IT Manager	60	\$ 51.55	66	\$ 59.78	6
Data Specialist	23	\$ 20.68	30	\$ 24.58	7
Self-Sufficiency Specialist	28	\$ 23.39	35	\$ 27.81	7
Real Estate Services Specialist	29	\$ 23.98	36	\$ 28.50	7
Lead Self Sufficiency Specialist	32	\$ 25.82	39	\$ 30.69	7
Director of Housing Services	65	\$ 58.32	72	\$ 69.33	7
Housing Services Supervisor	43	\$ 33.88	51	\$ 41.28	8

Property Manager	43	\$	33.88	51	\$	41.28	8
Housing Services Manager	51	\$	41.28	59	\$	50.29	8
Director of Development	62	\$	54.16	70	\$	65.99	8
Maintenance Supervisor	35	\$	27.81	46	\$	36.48	11
Executive Assistant	29	\$	23.98	42	\$	33.05	13
Assistant Regional Communities Mgr	46	\$	36.48	59	\$	50.29	13

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

August 12, 2025

FROM

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

SUBJECT

Employee Handbook Policy Revisions

RECOMMENDATION(S)

Adopt Resolution No. 216 approving revisions to the Housing Authority of the County of San Bernardino's Personnel Policy Handbook.

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

STRATEGIC PLAN ALIGNMENT

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

FINANCIAL IMPACT

Some of the proposed revisions to the Personnel Policy Handbook (Handbook) may have some financial impact to the Housing Authority of the County of San Bernardino's (HACSB) approved annual budget. The financial impact is hard to quantify as it is based on potential use of such policy by employees.

BACKGROUND INFORMATION

HACSB conducts a review of policies within the Handbook on a regular basis for changes in HACSB practices and applicable law. As part of the recent legal updates for 2025 and review by Human Resources, the following policy changes are being requested.

1000 Personnel Policy Handbook – Based on legal recommendation, a general statement was added to this policy regarding expectation of staff to review, understand and comply with policies as well as consulting with Human Resources if there are policy related questions.

1003 Equal Employment Opportunity– Based on legal recommendation, the anti-discrimination pieces of the policy were removed and placed into Policy 1004. Protected characteristics were also updated.

1004 Prohibition against Discrimination, Harassment and Retaliation – Based on legal recommendation, this policy now includes both discrimination and harassment. The key changes provide updates to characteristics as protected under law and updates the name change of the Department of Fair Employment and Housing to the Civil Rights Department. The part covering romantic relationships was removed from this policy and updated within the nepotism policy.

2003 Nepotism – This policy was updated based on legal recommendation to remove the pieces of romantic relationships from the harassment policy and place in this nepotism policy. All other changes are wording changes based on legal recommendation.

2006 Lactation Accommodation – Staff are requesting a title update for this policy from Accommodation for Nursing Mothers to Lactation Accommodation and includes legal updates for the Agency in providing an accommodation.

2009 Compensatory Time Off – The use of comp time by staff is very rare. As of the date of this memo, only 8 employees out of 155 have a balance with balances ranging from .5 to 12 hours. Comp time allowed employees to bank their overtime if they choose. Based on the administrative process to manually adjust balances and the lack of use, we are asking to remove the comp time option for HACSB staff. By removing this policy, the 8 employees will be paid out any remaining balance on their first paycheck following approval of this deletion.

2011 Incentive pay Program – The Acting Assignment pay portion of this policy was updated to mirror the Project Incentive pay compensation practices.

3002 Confidentiality – The update to this policy includes more detail related to confidential information and employee's duty not to disclose personal information of participants, employees, etc.

3005 Drug and Alcohol Abuse – Updated wording based on legal recommendations. New wording better outlines HACSB process for searches and reasonable suspicion.

3006 Punctuality and Attendance – Modified the policy to remove occurrences for attendance violations. Focused policy on proper notification to their supervisor for absences and reiterated that any unscheduled or unauthorized absence is generally not permitted.

3010 Inclement Weather – Wording was previously incorporated into attendance policy. This update removes wording from previous attendance policy and creates information as a stand alone policy.

4011 Telecommuting – This policy revision removes the requirement of no disciplinary actions within the past 6 months as well as eligibility upon return from leave and leaves further review on a case-by-case basis. The guidelines were also removed from policy based on legal recommendation as the same guidelines exist outside of policy.

5002 – Vacations – The policy wording was updated to reflect vacation payout option in August each year rather than end of the fiscal year. This change allows vacation pay out to occur prior to any market rate adjustment or merit provided to an employee. The proposed wording also clarifies that accruals will stop during any period of time that the employee is on an Agency approved leave of absence.

5006 Paid Sick Time – Requesting a policy title change from Sick Leave and Kin Care to Paid Sick time as a distinction between sick time not being considered a formal medical leave. References to Kin Care Leave were removed as the California Paid Sick Leave law covers these same pieces. The proposed wording also clarifies that accruals will stop during any period of time that the employee is on an Agency approved leave of absence.

5008 Family Medical Leave and California Family Rights Act Leaves – Policy wording was updated based on legal recommendation.

Employee Handbook Policy Revisions

August 12, 2025

5009 Pregnancy-Related Disability Leave - Policy wording was updated based on legal recommendation.

5014 Paid Family Leave – Based on legal recommendation, this policy was removed as it is just restating the law and is not a Policy.

5020 Time Off for Victims of Violent Crimes or Domestic Abuse – The policy was updated to be consistent with new laws in place.

PROCUREMENT

Not applicable.

ITEM ATTACHMENTS

- Resolution 2025-216
- Attachment - Redlined Employee Policy Handbook Revisions

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on July 24, 2025.

HOUSING AUTHORITY RESOLUTION NO. 2025-216

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE HOUSING AUTHORITY OF
THE COUNTY OF SAN BERNARDINO EMPLOYEE POLICY HANDBOOK**

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) Employee Policy Handbook sets forth the terms and conditions of employment for all full-time and part-time employees; and

WHEREAS, the Employee Policy Handbook contains the employment policies and practices of HACSB in effect at the time of publication, and it supersedes all previous policies, rules, procedures and past practices of HACSB, both oral and written; and

WHEREAS, HACSB desires to amend its policies and procedures as they relate to recent legal updates for 2025, as well as additional revisions for other practices.

OPERATIVE PROVISIONS

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

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

Section 2. The Board of Commissioners hereby approves the additions and revisions to the HACSB Employee Policy Handbook, as shown on Exhibit "A" attached hereto.

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

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

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

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

I, _____, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, August 12, 2025.

Secretary

1000 Personnel Policy Handbook

This Personnel Policy Handbook sets forth a summary of the terms and conditions of employment for all ~~full and part time~~ employees. Employees are expected to review, understand and comply with all policies. Failure to comply with any policy will subject an employee to discipline, up to and including termination. If an employee has questions about any policy, they should consult with Human Resources.

1003 Equal Employment Opportunity/~~Anti-Discrimination~~

The Agency provides equal opportunity in all aspects of employment to all employees and applicants for employment on the basis of merit, and without regard to race (including traits historically associated with race, including but not limited to hair texture and protective hairstyles), color, religion or religious creed (including religious dress and grooming), sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, transgender status, national origin ancestry citizenship, age, marital status, registered domestic partner status, reproductive health decision making, physical or mental disability, medical condition, genetic information or characteristics, sexual orientation, military or veteran status, or any other basis protected by federal, state or local law. The Agency affords equal employment opportunities to all qualified employees and applicants as to all terms and conditions of employment including but not limited to recruitment, compensation, hiring, training, promotions, transfer, discipline and termination.

1004 ~~Anti-Harassment~~ Prohibition against Discrimination, Harassment and Retaliation

The Agency does not tolerate harassment of any employees, or anyone who provides services to the Agency, in the workplace or in a work-related situation. ~~clients or vendors.~~ Agency policy prohibits unlawful sexual harassment and harassment based on race (including traits historically associated with race, including but not limited to hair texture and protective hairstyles), color, religion or religious creed (including religious dress and grooming), sex (including pregnancy, childbirth, breastfeeding or related medical conditions), gender, gender identity, gender expression, transgender status, national origin ancestry citizenship, age, marital status, registered domestic partner status, reproductive health decision making, physical or mental disability, medical condition, genetic information or characteristics, sexual orientation, military or veteran status, or any other basis protected by federal, state or local law (collectively referred to as the "Protected Characteristics" color, religion, sex, gender (including identity and expression), national origin, ancestry, citizenship status, age, marital status, physical or mental disability, medical condition, genetic information or characteristics, sexual orientation, or any other basis protected by law. Harassment, including sexual harassment, violates the Agency's policy and is prohibited. under Title VII of the Federal Civil Rights Act and the California Fair Employment and Housing Act. Employees who violate of this policy will be treated as a disciplinary matter and is subjected to discipline up to and including termination.

Unlawful harassment in employment may take many different forms. Some examples of this prohibited conduct are:

- Verbal conduct such as epithets, derogatory comments, slurs or unwanted comments and jokes;
- Visual conduct such as derogatory posters, cartoons, drawings or gestures;
- Physical conduct such as blocking normal movement, restraining, touching or otherwise physically interfering with work of another individual;
- Threatening or demanding that an individual submit to certain conduct or to perform certain actions in order to keep or get a job, to avoid some other loss, or as a condition of job benefits, security, or promotion; and
- Retaliation by any of the above means for having reported harassment or discrimination, or having assisted another employee to report harassment or discrimination.

1. Sexual Harassment Defined

~~The law defines s~~Sexual harassment as includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to or rejection of such conduct is made a term or condition of employment; (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating a hostile or offensive working environment. ~~There are many forms of offensive behavior. This is a partial listing:~~

~~Unwanted sexual advances.~~

~~Offering employment benefits in exchange for sexual favors.~~

~~Making or threatening reprisals after a negative response to sexual advances.~~

~~Visual conduct: leering; making sexual gestures; displaying of sexually suggestive objects or pictures, cartoons or posters; transmitting e-mail messages that contain offensive or objectionable material which is sexual in nature.~~

~~Verbal conduct: making or using derogatory comments, epithets, slurs, and sexually explicit jokes, comments about an employee's body or dress.~~

~~Verbal sexual advances or propositions.~~

~~Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.~~

~~Physical conduct: touching, assault, impeding or blocking movements.~~

~~It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a supervisor or manager, or by persons doing business with or for the Agency.~~

2. Preventing Sexual HarassmentInternal Complaint Procedure

The Agency's Complaint Procedure provides for a timely, n immediate, confidential, thorough and objective investigation of any harassment claim, appropriate disciplinary action against one found to have engaged in prohibited sexual harassment, and appropriate remedies for any victim of harassment.

- Employees who believe they have been harassed or discriminated against on the job, including by persons doing business with or for the Agency or other third parties, should provide a written or oral complaint to their Manager or the Human Resources Department as soon as possible. If possible, Tthe complaint should include details of the incident(s), names of individuals involved and the names of any witnesses. Managers must immediately refer all ~~harassment~~-complaints under this policy to the Human Resources Department.
- All reported complaints of conduct in violation of this policy incidents of sexual harassment that are reported will be investigated. The Human Resources Department will ~~timely~~immediately undertake or direct an effective, thorough and objective investigation of the ~~harassment~~ allegations. The investigation will be kept as confidential as possible, will be conducted by impartial and qualified personnel, and will be appropriately documented. ~~and a determination regarding the harassment alleged will be made and communicated to the employee(s) who complained and the accused harasser(s). If the Agency determines that harassment in violation of this policy has occurred, the Agency will take corrective action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including discharge, will be taken. Whatever action is taken against the harasser will be communicated to the employee who complained, and the Agency will take appropriate action to remedy any loss to the employee resulting from the sexual harassment.~~
- Following the conclusion of the investigation, the Agency will provide a closure letter to the complaining employees and to the accused.
- If the Agency determined that conduct in violation of this policy has occurred, the Agency will take corrective action commensurate with the circumstances.

3. Training

The Agency provides interactive training concerning sexual and other forms of impermissible harassment and discrimination to its employees ~~and supervisors~~ in accordance with law. state regulations.

34. Protection Against Retaliation

Retaliation against any individual for making a report, or for participating in an investigation, under this policy is strictly prohibited. Individuals are protected by law and by Agency policy from

retaliation for opposing unlawful discriminatory practices, for filing an internal complaint under this policy or for filing a complaint with the Civil Rights Department (CRD) or Equal Employment and Opportunity Commission (EEOC), or for otherwise participating in any proceedings conducted by the Agency under this policy and/or by either the CRD or EEOC.

~~The Agency's policy prohibits retaliation against any employee by another employee or by the Agency for using this complaint procedure or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a federal or state enforcement agency.~~

~~Once the Agency is on notice of the occurrence of harassment, the Agency will take steps to prevent further harassment and the Agency will not permit any retaliation against any employee who complains of sexual harassment or who participates in an investigation.~~

~~Any report of retaliation by the one accused of harassment, or by co-workers, supervisors or managers, will also be immediately, effectively and thoroughly investigated in accordance with the Agency's investigation procedure outlined above. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.~~

4. Employee's Duty to Disclose

~~Employees are hereby informed that no supervisor, manager, or director of the Agency is authorized to offer or deny any benefit, compensation, or other term or condition of employment based on your acquiescence to any sexual demand. To the contrary, all employees are instructed that they must refuse such demands and report them promptly to the Human Resources Director or the Executive Director of the Agency. Any employee who is found to have obtained any benefit from the Agency because he or she submitted to an unreported sexual demand will be disciplined appropriately, including, but not limited to, reimbursement for the value of any benefits received.~~

5. Personal Liability for Unlawful Harassment

~~Employees should be aware that the law imposes personal liability on employees, who engage in sexual harassment, including non-supervisors and non-managers. Additionally, any manager who knows about the harassment and failed to take appropriate action including reporting the action and stopping it if able to do so, may also be held *personally* liable for monetary damages. The Agency will not pay damages assessed personally against an employee, as allowed by law.~~

6.5. Additional Enforcement Information

In addition to the Agency's internal complaint procedures, employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and the California ~~Department of Fair Employment and Housing (DFEH)~~Civil Rights Department (CRD) investigate and prosecute complaints of ~~sexual~~ harassment in, discrimination in, and retaliation in employment. Employees

may contact ~~their supervisor or manager, or contact~~ the nearest office of the EEOC at 1-800-669-4000 or at www.eeoc.gov. The CRD office can be reached ~~or DFEH at (800) 884-1684- or at <https://calcivilrights.ca.gov/>~~ for more information.

76. Prohibition Against and Duty to Disclose Romantic Relationships

~~The Agency recognizes that employees may develop personal relationships in the course of their employment. However, in an effort to prevent favoritism, morale problems, disputes or misunderstandings, and potential sexual harassment claims, managers are discouraged from dating or engaging in sexual relationships with subordinate employees. However, in the event such a relationship is undertaken, the parties are required to disclose to the Human Resources Director that such a relationship exists, and both parties will be required to sign an acknowledgement that the relationship is voluntary and consensual. The Agency may need to take steps to ensure employees in a supervisor/subordinate relationship are no longer within the same reporting structure. Both parties to the relationship are also required to disclose to the Human Resources Director when the relationship is no longer voluntary and consensual. In the event that such a relationship exists or existed, and such disclosures have not been made, the relationship will be presumed to be voluntary and consensual. All employees acknowledge these requirements and the presumption by signing the Acknowledgement and Agreement of this Handbook.~~

8. Other Types of Unlawful Harassment

~~In addition to sexual harassment, the Agency's policy prohibits all types of harassment. Harassment is offensive conduct relating to an individual's race, color, religion, sex, gender (including identity and expression), national origin, ancestry, citizenship status, age, marital status, physical or mental disability, medical condition, genetic information or characteristics, sexual orientation, or any other basis protected by law. All such harassment is unlawful and prohibited. The policies and procedures described above apply to all types of unlawful harassment and employees should feel free, without fear of retaliation, to follow the procedures set forth above if they believe they have been unlawfully harassed.~~

~~For more information, employees may contact their supervisor or manager, or contact the nearest office of the EEOC or DFEH at (800) 884-1684.~~

2003 Nepotism

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

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

~~Due to potential conflict, the Agency generally may not hire relatives of present or former Board of Commissioner members consistent with the Housing Authorities Annual Contributions Contract with the Department of Housing and Urban Development Section 19, Subsection (B).~~ The Agency defines ~~R~~Relatives for purposes of this policy as spouses, registered domestic partners, children, siblings, parents, in-laws, step-relatives, grandparents, grandchildren, aunts, uncles, first cousins, nieces and nephews, or anyone else living in the home of the employee.

If two employees become ~~R~~Related while working for the Agency, they must immediately disclose that relationship to the Director of Human Resources. ~~‡~~The Agency shall make reasonable efforts to assign job duties so as to minimize any problems of supervision, safety, security or morale. This may include, without limitation, allowing either or both affected employees to request a ~~the opportunity to be~~ transferred ~~red~~ to another department.

For similar reasons, supervisors and managers must not date or otherwise become involved in a romantic or sexual relationship with subordinate employees. All employees are encouraged to avoid such relationships with fellow employees. If any employees nonetheless become involved in such a relationship with another employee, they must immediately disclose the relationship to the Director of Human Resources so that appropriate steps can be taken to avoid conflicts of interest or other problems.

~~During the period of employment, Employees are not permitted to be in a no~~ supervisorial relationship with a ~~shall exist between married or R~~related employees. ~~The Director of Human Resources, following consultation with the applicable supervisor, may place reasonable conditions on such continued employment to the extent necessary to ensure that problems of supervision, safety, security or morale are kept to a minimum.~~

Where any of the above circumstances exist and the Agency determines it would cause a conflict of interest or problems of safety, security, or morale, ~~mandate that two spouses or related individuals shall not work in a prohibited relationship,~~ the Executive Director or designee will make reasonable efforts to transfer one of the Related individuals to a ~~similar~~ comparable position in another department. Although the Agency may consider the wishes of the ~~employees parties~~ as to which of the Related individuals shall be transferred, ~~will be~~

~~given consideration by the Agency,~~ the controlling factor in this determination~~ing which individual to transfer shall be the~~ is the productive operation and efficiency of the Agency. If any such transfer results in a reduction of salary or compensation, ~~the~~ at reduction same shall not be considered disciplinary in nature.

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

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

2006 Accommodation for Nursing MothersLactation Accommodation

~~Recognizing that for many women and their babies, breastfeeding is important, t~~The Agency will provide a reasonable amount of break time to accommodate any employee's ~~need-desire~~ to express breast milk for the employee's infant child each time the employee has a need to express milk.

An employee must request accommodation for lactation breaks by submitting a request orally or in writing to the employee's supervisor and/or Human Resources. The employee's supervisor and/or Human Resources will respond to such request in writing indicating the approval or denial of the break request.

The requested break time should, if possible, be taken concurrently with any break time already provided to the employee. If a non-exempt employee takes a lactation break at times other than their provided break times, then the lactation break will be unpaid unless the employee chooses to use accrued leave in increments approved per policy. other scheduled break periods. The Agency reserves the right to deny, in writing, an employee's request for a lactation break if the additional break is in addition to their regular break and will seriously disrupt operations.

Those employees desiring to take a lactation break at times other than their provided break times must notify a supervisor prior to taking such a break. Breaks may be reasonably delayed if they would seriously disrupt operations. Once a lactation break has been approved, the break should not be interrupted except for emergency or exigent circumstances.

The Agency will make a reasonable effort to provide the employee with the use of a room or other appropriate location in close proximity to the employee's work area for the employee to express milk in private. ~~Such space will meet the requirements of the California Labor Code including a surface to place a breast pump and personal items, a place to sit and access to electricity.~~

Any employee who believes that they have not been provided with an appropriate lactation accommodation is encouraged to inform Human Resources or their supervisor, and may file a complaint with the California Division of Labor Standards Enforcement/Labor Commissioner.

~~Employees have the right to file a complaint with the labor commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations.~~

2009 Compensatory Time Off – REQUESTING TO REMOVE

~~All non-exempt employees of the Agency who work in excess of 40 hours in a workweek shall receive overtime compensation in the form of paid time or compensatory time off, at a time and one-half rate. The employee is given the choice as to form of compensation and may do so from their timecard. Eligible employees may accrue compensatory time to a maximum cap of 100 hours. An employee who has accumulated the maximum amount of compensatory time shall not work overtime on a compensatory time basis until the accumulation has been reduced to less than the maximum accumulation allowed under this rule. This does not limit or cap paid overtime. Compensatory time accumulated under this rule is vested time and must be utilized prior to termination or paid in conjunction with termination of employment.~~

~~Accrued compensatory time must be pre-approved by the Supervisor. As with vacation time, compensatory time can be used in no less than ½ hour increments. Compensatory time can be cashed out only at the time of termination.~~

2011 Incentive Pay Program

1. Bilingual Pay

This benefit in the form of extra pay is designed to compensate designated employees who are: a) required routinely and consistently to use communication skills in a language other than English; or b) available to assist other employees with the translation of non-English conversations.

The number of employees who receive Bilingual Pay and amount of Bilingual Pay shall be determined by the Agency, within the annual salary budget approved by the Board of Commissioners. Bilingual Pay will be suspended beginning the first day out on an approved Leave of Absence.

Please contact the Human Resources Department for additional information and procedural details regarding the Bilingual Pay Program.

2. Management Incentive Pay

This benefit in the form of extra pay and/or extra paid time off is designed to compensate employees in selected positions based on the unique nature of their work. Eligible positions are designated by the Executive Director based upon established job duties and responsibility. The amount of Management Incentive Pay shall be determined by the Executive Director, within the annual salary budget approved by the Board of Commissioners.

Management Incentive Pay will be suspended following 12 calendar weeks of continuous absence, unless the employee is on an approved pregnancy disability leave of absence, in which case benefits will be suspended at the end of 16 weeks.

3. Acting Assignment Incentive Pay:

Acting employees are employees temporarily assigned by management to a higher position in order to fill a position vacancy of at least three weeks. The Acting Employee will be compensated at the minimum of the temporary position pay range or at a level of approximately 5-10% higher than the employee's current salary, whichever is greater, for the length of the "acting" assignment. The Actual percentage will be in line with compensation philosophy in place.

If the temporary position is eligible for Management Incentive Pay, the Acting Employee will receive the Management Incentive Pay ~~and/or extra time off accrual~~ while in the temporary assignment. All acting assignments must be approved in advance by the immediate Supervisors and Department Heads of the outgoing and incoming departments, Human Resources and the Executive Director.

Except as otherwise required by law, any employee who receives Acting pay and is placed on a leave of absence of more than three (3) consecutive days, will not be eligible for Acting pay during the leave of absence.

4. Maintenance On-Call Incentive Pay

The Agency On-Call policy and rotation procedure is established to ensure emergency maintenance issues are addressed promptly and effectively during non-working hours.

Positions designated to participate in on-call rotation assignments will be determined by the Agency. Designated personnel will be paid for actual time worked in accordance with the Agency Overtime Policy. In addition, an on-call incentive will be paid to the designated

participants in an amount set by the Agency, within the annual salary budget approved by the Board of Commissioners.

Please contact Human Resources for additional information and procedural details regarding the Maintenance On-Call Incentive Pay Program.

5. Project Incentive Pay

This benefit in the form of extra pay is designed to compensate employees for accepting and performing a project assignment outside the duties of their approved Agency Job Description. Project Incentive Pay may vary from 5-10% depending on assignment given. Project assignments are based upon business necessity and resources available and must be approved by the Executive Director.

Except as required by law, any employee who is receiving Project Incentive Pay and is placed on a leave of absence of more than three (3) consecutive days, will not be eligible for Project Incentive Pay during the leave of absence.

6. Emergency Task Incentive

This benefit in the form of extra pay is designed for emergency situations in which staff are asked to perform duties in which an additional hazard is present and staff are asked to continue to perform their duties and/or additional duties. This incentive would be considered temporary and based on budget available and approval from the Executive Director. Employees would only be eligible for this incentive on actual days worked, not including holidays.

3002 Confidentiality

Each employee is responsible for safeguarding confidential information obtained during employment. In the course of employment, employees your work, you may have to handle or have access to confidential information, including, but not limited to, information about clients and employees.

For purposes of this policy, confidential Information is defined to include, but is not limited to:

- Participant records
- Employee assignments or projects that have been deemed confidential and have not been publicly disclosed by the Agency. This typically does not include an employee's day-to-day assignments and job duties;
- Confidential personnel information.
- Non-public personal information, concerning current or former: employees, participants or families of participants. Such information may include but is not limited to: Social

Security numbers, banking or financial information, medical and health information, disability status or accommodations;

- Proprietary information and/or intellectual property of the Agency, including financial records, operations records, etc.

Employees must keep confidential information secure. Employees are prohibited from allowing any unauthorized person(s) to inspect or have access to any confidential information, and are expected to report any unauthorized access to their supervisor(s) immediately. Employees are also prohibited from removing any confidential information, or records containing confidential information from the Agency (premises or systems), unless authorized to do so by their supervisor(s).

Employees must return any confidential information in their possession to the Agency upon termination of any assignment, or otherwise as requested by the Agency.

Both during employment and after the termination of the employment relationship, employees are expected to hold all confidential information in trust and confidence, and are prohibited from disclosing or allowing this information to be disclosed except as may be necessary in the performance of their duties. Unauthorized disclosure could be highly damaging to the Agency, its participants, and/or employees.

Nothing in this policy prevents employees from engaging in activities protected under the National Labor Relations Act (the "NLRA"), such as discussing the terms and conditions of their employment. This policy does not prevent employees from making disclosures otherwise permitted or required by law.

~~regarding the Agency, its suppliers, its clients or fellow employees. It is your responsibility to in no way reveal or divulge any such information unless it is necessary for you to do so in the performance of your duties. Access to confidential information is on a "need to know" basis and must be authorized by the appropriate department manager. Any breach of this policy will not be tolerated and legal action may be taken by the Agency.~~

3005 Drugs and Alcohol Abuse

The Agency upholds a zero-tolerance policy regarding ~~the use of~~ alcohol, ~~illegal~~ drugs or controlled substances in the workplace and during work hours. Use of these substances can adversely affect an employee's work performance, efficiency, safety and health. ~~and therefore seriously impair the employee's value to the Agency.~~ In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other s ~~employees~~ and exposes the Agency to the risks of property loss or damage or injury to other persons. ~~Violations of this policy will result in termination of employment.~~

The following rules and standards of conduct apply to all employees, when they are on Agency property, or whenever they are performing Agency related business. either on the Agency property, during the workday (including meals and rest periods), or while on call. Violations of this policy will subject the employee to discipline, up to and including termination. result in termination of employment.

The following are conduct is strictly prohibited at the worksite or while performing Agency business by the Agency:

- The manufacture, distribution, sale, dispensation, possession, or use of alcohol or any controlled substance (including marijuana and prescription drugs). (The sole exception to this is that lawful use of prescription and over-the-counter medication is permitted, provided such use does not render the employee "under the influence.")
- Working or being subject to call in if impaired by alcohol or any controlled substance (including marijuana and prescription drugs).

The following conduct is required by employees under this policy.

- Employees are required to notify their supervisor before beginning work when taking any medications or drugs which could interfere with the safe and effective performance of duties or operations of the Agency.
- Employees are required to notify Human Resources of any criminal conviction for a drug violation that occurred in the workplace within five days after such conviction.

- ~~The consumption, possession, use, purchase, sale, manufacture and distribution of alcohol in the workplace or any Housing Authority facility or property. The Agency also discourages the use of alcohol during all Agency-related functions off Agency premises.~~
- ~~The use of alcohol while conducting work on or off Agency premises is not permitted at any time.~~
- ~~Driving an Agency vehicle or your own vehicle for an Agency-related purpose while under the influence of alcohol or an illegal drug or controlled substance.~~
- ~~The non-prescriptive use, sale, possession, distribution, dispensation, manufacture or transfer of controlled substances and/or drug-related paraphernalia on Agency property or during work hours.~~

~~Violation of the above rules and standards of conduct will not be tolerated and will be grounds for disciplinary action up to and including termination. The Agency may also bring the matter to the attention of appropriate law enforcement authorities.~~

MEASURES TO MAINTAIN AN ALCOHOL AND DRUG FREE WORKPLACE

The Agency has undertaken measures, including the following, to maintain a drug- and alcohol-free workplace:

1. Searches: The Agency reserves the right to search all Agency areas and any property on, or brought onto Agency premises (including employee personal property). Some examples of Agency areas and Agency premises include desks, Agency vehicles, file cabinets, office space and parking lots.
2. Reasonable Suspicion Testing: The Agency may require drug and/or alcohol screening of those employees who are reasonably suspected of using or being under the influence of drugs or alcohol at work, or in a work-related situation.
 - “Reasonable suspicion” may exist if, based on objective factors, a reasonable person would believe that the employee is under the influence of drugs or alcohol.
 - The Agency may require drug/alcohol testing if the Agency has a reasonable suspicion that drugs or alcohol may have played a role in a workplace or work-related accident.
 - Document and Analysis: The supervisor must record the factors that support determination of reasonable suspicion in writing and analyze the matter with Human Resources. Any reasonable suspicion testing must be pre-approved by Human Resources.
 - Testing Protocol: If Human Resources agrees that the documentation and analysis establish a reasonable suspicion of drug or alcohol use/impairment, the employee will be relieved from duty, transported to the testing facility, and subsequently taken home after the test. The employee will be placed on administrative leave until the test results are received.

~~In order to enforce this policy, the Agency reserves the right to conduct searches of Agency property and to implement other measures necessary to deter and detect abuse of this policy. The Agency also reserves the right to require that an employee undergo drug or alcohol testing if the Agency determines that there is reasonable suspicion to believe that the employee is under the influence of any illegal drug or controlled substance or alcohol while at the workplace or subject to duty.~~

~~When an employee incurs a work-related injury that requires medical attention or is involved in a single or multiple party vehicle accident while on Agency business or during work hours, the employee must contact their supervisor and Human Resources immediately to determine if the employee must undergo drug and alcohol testing.~~

~~Employees who refuse to submit to a drug or alcohol test immediately when requested by their supervisor, manager, Human Resources Director or law enforcement personnel or who refuse to submit to a search of personal properties if requested by law enforcement personnel or who are~~

~~convicted of a criminal drug or alcohol statute that is connected to their position, duties and requirements within the Agency, shall be subject to discipline, up to and including termination.~~

~~A positive result from a drug and/or alcohol analysis may result in disciplinary action, up to and including termination. If the drug screen is positive, the employee must provide, within twenty-four (24) hours (or by the close of the next business day) of request, bona fide verification of a valid prescription for the drug identified in the drug screen, to the Human Resources Department. The prescription must be in the employee's name. If the employee does not provide acceptable verification of a valid prescription, or if the prescription is not in the employee's name, or if the employee has not previously notified his or her supervisor, the employee will be subject to disciplinary action up to and including termination.~~

~~The use of prescription drugs and/or over the counter drugs may also affect an employee's job performance and seriously impair the employee's value to the Agency. Employees who are using prescription or over the counter drugs which may impair their ability to safely or properly perform their jobs, or may affect the safety or well being of others, must report the same to their supervisor, and may be requested to undergo a medical examination at the Agency's expense if the Agency reasonably believes that the use of such drugs may be adversely affecting their job performance.~~

~~The Agency will encourage and may assist employees with chemical dependencies (alcohol or drugs) to seek treatment and/or rehabilitation. Employees desiring such assistance should request a treatment or rehabilitation leave from the Human Resources Director or Executive Director. The Agency's support for treatment and rehabilitation does not obligate the Agency to employ any person whose job performance is impaired because of drug or alcohol use, nor is the Agency obligated to reemploy any person who has participated in treatment and/or rehabilitation if that person's job performance remains impaired as a result of dependency. This policy does not affect the Agency's ability to discipline an employee who violate the rules and standards of conduct described above. Rather, rehabilitation is an option for employees who come forward and acknowledge a chemical dependency and voluntarily seek treatment to end that dependency before they violate the above rules and standards of conduct.~~

3006 Punctuality and Attendance

Employees of the Agency are expected to be punctual and regular in attendance. This is an essential function of every job classification.

Employees are expected to report to work as scheduled, on time and prepared to start work. If the employee is unexpectedly unable to report for work for any scheduled workday, they must notify their supervisor each day at least within 30 minutes prior to their scheduled start of the time scheduled to begin working for that day. Notification may be made by text, phone call or email unless the supervisor has informed employees of their specific preference. If the employee is unable to speak to the supervisor personally directly, the employee must leave a voice message for the supervisor or Human Resources. Any contact should include must be left for the supervisor and one additional person, including a phone number where the employee can be

reached. ~~Emails are acceptable and are to be sent to both the employee's supervisor and one other person within the office. This rule applies to all but the most severe and extenuating circumstances.~~ In all cases of absence or tardiness, the employee is required to must provide their supervisor with an honest reason or explanation for their failure to report to work as scheduled.

If an employee ~~calls in to their supervisor with~~ has a medical off work order for three (3) or more consecutive workdays, the employee must contact Human Resources for further discussion on leave options. ~~, upon approval from their manager, they will not be required to call in each day. However, if the time off extends beyond the initial approval, it is the responsibility of the employee to again contact their supervisor in accordance with this policy. Any off work order received that is greater than 3 working days will require the Leave of Absence process and the employee should contact Human Resources.~~

Non-exempt ~~E~~employees are expected to remain at work for their entire ~~work~~-scheduled workday, except for meal periods, authorized rest breaks or when required to leave on authorized Agency business. Unauthorized ~~L~~ate arrivals and/or early departures are disruptive and must be avoided. ~~More than three (3) unscheduled late arrivals, mid-day absences or early departures within a 3-month period is considered excessive and may result in disciplinary action.~~

~~Unacceptable attendance is defined as more than three (3) "occurrences" or three (3) partial day absences in a 3-month period, and may result in disciplinary action. An "occurrence" for the purpose of this policy is defined as one or more unscheduled consecutive full days' absence for the same reason. (For example, an absence of three consecutive days due to illness will be recorded as one "occurrence" on the employee's attendance record.) A Leave of Absence, pre-approved vacation and arriving late to work or leaving early is not considered an occurrence. Excessive occurrences, late arrivals or early departures will result in discipline up to and including termination.~~

Regular attendance at work is essential to efficient business operations. Accordingly, unscheduled and unauthorized absences and tardiness is generally not permitted. Repeated absences although within technical boundaries of the policy, may affect business performance and therefore may result in disciplinary action.

No Call/No Show

If the employee fails to report for work without authorization and without appropriate notification to the supervisor and the unauthorized absence continues for a period of at least three consecutive working days, the Agency will may consider the employee ~~to be absent without leave and potentially subject the employee to separation based on reasonable notice to have abandoned their job, and may commence the termination process.~~

3010 - Inclement Weather- (wording removed from Attendance policy, adding as standalone policy)

If the Agency closes an office due to inclement weather (storms, snow, road closures, etc.) employees scheduled to work that day, but who are prevented from doing so because of the closed office, scheduled employees will normally be paid for the day, and will not incur an "occurrence" on their attendance record. However, if the employee's office is open for business employees are expected to be at work as scheduled, regardless of where they live. If an employee requests to leave work early in order to get home safely, due to inclement weather, the employee must receive prior approval from their supervisor. Any hours missed by a non-exempt employee will be unpaid.

Note: 1) Paid Sick Leave is provided by the Agency to serve as a "safety net" for those times the employee must be absent from work due to illness. Please be aware that even though an employee may have Paid Sick Leave accrued, more than three "occurrences" in a three-month period is still considered excessive absenteeism. 2) Approved absences that qualify as Paid Sick Leave Law leave (the first 3 days or 24 hours in a 12-month period), Kin Care Leave (Labor Code Section 233), leave under FMLA (Family Medical Leave of Absence), CFRA, PDL, Personal Leave, or are ADA-related will not be counted against the employee's attendance record.

4011 Telecommuting

The Agency may authorize telecommuting from a home office or satellite office for eligible employees if appropriate for both the job duties and Agency operations. in order to create a flexible and supportive work environment. Telecommuting is an alternative work arrangement in which an eligible employee, with written approval from the employee's supervisor and confirmation from the Director of Human Resources or Executive Director, is permitted to work from home or a satellite office instead of commuting to their assigned work site. Telecommuting is not intended for employees to work from home or a satellite office on a full-time basis unless business needs dictate.

The Agency believes that establishing a work culture with in-person interactions is important. Therefore, telecommuting is typically and therefore will not authorized on a full-time basis, unless that is consistent with the Agency business needs and/or it constitutes a reasonable accommodation. telecommuting.

In general, telecommuting is a privilege, not an entitlement, which may be granted under appropriate circumstances, and t The operational needs of the Agency are a primary consideration paramount in any telecommuting decision. to grant or revoke the privilege.

Employees are not permitted to work either onsite or remotely if they are Telecommuting cannot be used in place of sick leave, or other types of leave in which the employee is not medically able to work based on a doctor's certification. Employees requesting a long-term telecommuting assignment must continue to come into their assigned location at least two days a week unless approved by the Executive Director.

Under no circumstances will an employee be permitted to telecommute without written approval by their immediate supervisor and confirmation from the Director of Human Resources or Executive Director. Any telecommuting agreement arrangement is subject to ~~the terms and conditions set forth in~~ this policy ~~below~~.

Long-term telecommuting assignments are assignments that are requested on an annual basis and are in effect longer than 90 days. A new request for a long-term assignment must be completed by January each year. ~~Long term assignments are not an entitlement and may be modified or discontinued by the Agency after providing at least two weeks' notice to employees.~~

Short-term telecommuting assignments are assignments that are requested ~~from~~ between 1 week to 90 days.

Any changes to ~~short or long term~~ approved telecommuting assignments initiated by the employee must go through the approval process.

Telecommuting is not necessarily suitable for all employees and/or positions. Consideration for approval of Authorization for telecommuting assignments ~~willis be made~~ based on criteria including, but not limited to the following ~~criteria~~:

- Regular full-time or part-time employee with 6 months or more time in current position (in unusual circumstances, this timeframe may be waived with documented reasoning provided to Human Resources and approved by the Executive Director).
- The operational needs of the department and Agency, as determined by the immediate supervisor and appropriate Sr. Management Team member.
- Satisfactory performance and conduct; ~~The prior work history;~~ an employee who has been subject to discipline within the prior 6 months, or who is not performing to job standards, ~~is~~ may not ~~eligible~~ be eligible for consideration and will be further reviewed with the employees supervisor.
- Employees returning from a leave of absence of longer than 60 days ~~will~~ may not be eligible for telecommuting ~~at minimum~~ for the first ~~60~~ 30 days upon return ~~in order to get reacquainted to the work and further discussion will be held with the supervisor upon return.~~
- The ability to perform all ~~specific~~ job duties effectively ~~of the employee and the ability to perform such duties~~ from a remote location.
- ~~The ability of the employee to perform their specific job duties without diminishing the quantity and quality of the work performed.~~
- Other considerations deemed necessary and appropriate by the employee's immediate supervisor, Department Head and the Director of Human Resources.

~~All employees approved for telecommuting must comply with the following telecommuting guidelines in place:~~

- ~~The employee must be able to be immediately contacted by phone or e-mail during predetermined work hours.~~
- ~~For employees eligible to earn overtime, the employee must accurately report all time worked. The employee is prohibited from working overtime without the express approval of his or her supervisor.~~
- ~~Home office must be free of distractions, with reliable and secure internet and/or wireless access.~~
- ~~Employees are required to have other primary care arrangements during work hours to care for individuals in the home who need supervision, including children under 12 and older individuals in the home who need supervision or are incapable of self care.~~
- ~~Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.~~
- ~~If the Agency has provided Agency owned equipment, employees agree to follow the Agency Policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to Agency owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.~~
- ~~The employee must remain in good standing with respect to performance and attendance as determined by the employee's immediate supervisor.~~
- ~~Employee must be present in person at all Agency wide meetings and will not be approved to telecommute on these days.~~
- ~~Employee must attend a minimum of one (1) department meeting per quarter in person even if meetings fall on days the employee is scheduled to telecommute.~~
- ~~Employees must commit to providing responsive customer service and must not delay any work of meeting a customer in person even if on a day regularly schedule to telecommute.~~

~~An employee can request a telecommuting assignment from their direct supervisor using the Telecommuting Request Form located on Paycom. Telecommuting — Requests will be considered assessed and approved by both the employees immediate supervisor and the Executive Director or Director of Human Resources. Both the supervisor and management must approve before a telecommuting assignment may commence. appropriate level of Management, which may include the Sr. Management Team member overseeing the employee's location or program. All telecommuting arrangements must be assessed and approved by the Director of Human Resources or Executive Director. Any telecommuting assignments may be discontinued at any time by the Director of Human Resources or Executive Director. For further information on telecommuting and specific guidelines, please contact Human Resources.~~

Based on a national or local emergency, the need to telecommute may arise. During such emergency, the ~~Executive Director,~~ Director of Human Resources, Executive Director — or ~~Executive Director~~ their designee may authorize telecommuting outside of ~~the approved~~ this policy. ~~Exceptions may include authorization for employees in a position less than 6 months and~~

~~authorization for an employee who has received a disciplinary action within the past 6 months. Under these circumstances, telecommuting may be approved on a longer term basis. Telecommuting would be approved at a maximum of 30 day increments.~~

5002 Vacations

The Agency shall provide eligible employees vacation benefits to promote rest and relaxation away from work. All regular and probationary full-time employees are eligible to accrue paid vacation in accordance with the following schedule:

1 st year through 4 th year of continuous employment	80 hours
5 th year through 9 th year of continuous employment	120 hours
10 th year and thereafter	160 hours

Temporary, Contract and Part-time employees are not eligible to accrue paid vacation time.

Annual vacation time is pro-rated through the year (from anniversary date forward) and accrued accordingly each pay period. Vacation time may not be taken prior to accrual.

The Agency encourages employees to take their vacation annually. ~~Therefore, effective October 1, 2007, if~~ any employee's accrued balance exceeds twice their applicable annual accrual, their vacation accrual will stop until previously accrued vacation time is used and their accrued balance drops below twice their annual accrual rate.

Vacation time can be used in no less than quarter hour increments at a minimum and shall be scheduled in a manner that provides adequate coverage of job responsibilities and staffing requirements. The department manager will make final determinations and must approve vacation requests in advance of time off.

Employees who will have an accrued balance of 80 hours or more by August 1 each year~~at the end of the fiscal year~~ may elect, ~~during the final month of the fiscal year,~~ to convert up to 40 hours of the balance over 80 hours into cash if they have taken a minimum of 40 hours vacation during the fiscal previous year. The conversion payment will be paid to the employee the last pay period of the August each fiscal year. The rate at which the hours will be paid is the employee's base rate of pay at the ~~end of the fiscal year~~time of payout. In lieu of cash, the employee may designate a part or all of the value of leave to be contributed to the employees 457(b) deferred compensation plan. Accrued but unused vacation time is paid out at the time of employment termination at the employees' base rate.

Vacation time will stop accruing ~~after 12 calendar weeks of continuous absence. An employee on an approved pregnancy disability leave will stop accruing after 16 weeks. An employee on an approved military caregiver leave will stop accruing after 26 weeks where applicable. (See Policy~~

~~5008, 5008A) during any period of time that the employee is on an Agency approved leave of absence.~~

If a holiday occurs during a pre-scheduled vacation, the holiday will be paid as holiday pay, and not deducted from the employee's accrued vacation balance.

5006 Sick Leave and Kin CarePaid Sick Time

The Agency offers paid sick time to all employees.~~leave to any employee who, on or after July 1, 2015, works thirty (30) or more days within a year from the commencement of employment. This includes, regular and contract full time and part time staff.~~

Employees may request to use accrued paid sick time~~Sick leave is generally provided for:~~

- ~~• The diagnosis, care, or treatment of an existing health condition of, or preventive care~~ offer,
an employee or an employee's immediate family member;; ~~and~~
- ~~• For use by a covered employee who is a victim of domestic violence, sexual assault, or stalking; and-~~
- Otherwise as provided by law.

Paid sick time is not granted for any other reason and may not be used as an extension of the employee's vacation.

Employees may request to use paid sick time ~~Time off~~ for medical and dental appointments, although employees should try to schedule such appointments at the beginning or end of their work shift, or outside the workday. ~~will be treated as sick leave, though employees should try to schedule such appointments outside the workday. Sick leave will not be granted to any employee to permit an extension of the employee's vacation.~~

For purposes of this policy, "family member" includes:

- Spouse,
- Registered domestic partner,
- Child
- Parent
- Grandparent,
- Grandchild,
- Sibling
- Designated person (i.e. a person identified by the employee at the time the employee requests to use paid sick time. Employees are limited to one designated person in a 12-month period.)

~~Pursuant to California's Paid Sick Leave Law (Labor Code section 245, et seq.) an employee is entitled to use the first three days (or similar hours based on full time or part time status) in a 12-month period to care for a family member. For purposes of this leave, family member is defined consistent with Labor Code section 245.5(c), which generally includes a child regardless of age or dependency status (including a foster child, stepchild, legal ward, and those similarly situated), a parent (including a spouse's parent, guardian, and those similarly situated), a spouse, a registered domestic partner, a grandparent, a grandchild and a sibling.~~

~~Pursuant to Labor Code section 233, an employee is also entitled to use one half of his or her accrued and available annual sick leave entitlement to attend to the illness of a child, parent, spouse, or registered domestic partner. For purposes of this leave, "parent" and "child" include biological, foster, adopted, step or legal guardian relationships. A "child" also includes a child of a registered domestic partner or a child to whom the employee stands in loco parentis. This is known as "Kin Care Leave".~~

~~To the extent an employee's use of sick leave qualifies as both care for a family member under California's Paid Sick Leave law and Kin Care leave, the leaves will be run concurrently. Similarly, to the extent the care for a family member under California's Paid Sick Leave law or Kin Care Leave qualifies as leave under the Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the leaves will be run concurrently.~~

Supervisors ~~shall~~ have the discretion to ~~ask place~~ employees ~~to go home and use available~~ on sick leavetime when, in the judgment of the supervisor, the presence of the employee at work would endanger the health and welfare of other employees or where the illness or injury of the employee interferes with the performance of such employee's duties.

~~The Sick Leave benefit~~ Paid sick time for all ~~regular and contract~~ full-time staff will accrue and be ~~paid withingoverned by~~ the following ~~guidelines~~:

- Sick ~~Leave~~ accrual begins on the date of hire at the rate of a maximum of 12, nine (9) hour days per year, and is accrued in a pro-rated amount every pay period.
- Unused accrued paid ~~S~~sick ~~Leavetime~~ will carry over from calendar year to calendar year, with no maximum.
- Employees are eligible ~~at hire to~~ request to use their accrued paid ~~S~~sick ~~Leavetime as of their hire date~~. ~~Sick Leave will~~ Paid sick time cannot be used not be paid in advance of accrual.
- ~~Sick Leave~~ Paid sick time does not accrue during any period of time that the employee is on an Agency approved leave of absence. will stop accruing after 12 calendar weeks of continuous absence. An employee on an approved pregnancy disability leave will stop accruing after 16 weeks where applicable and an employee on an approved military caregiver leave, stop accruing after 26 weeks where applicable. (See Policy 5008, 5008A).

~~The Sick Leave benefit for all regular and contract~~ All part-time employees will be granted paid sick time in the full amount of 40 hours or 5 days on their date of hire, and thereafter on January

1 of each year. Employees are eligible at hire to use available sick leave. Unused paid sick time for part-time staff does not roll over to the next year and is not paid out upon termination of employment. in a lump sum method on an annual basis and paid within the following guidelines:

- ~~• Part-time employees hired before July 1, 2015 will receive a lump sum of sick leave effective the first pay period in July 2015 based on employment status as shown below. Every year thereafter on January 1, employees in this category shall receive an annual grant of 40 hours consistent with the requirements of Senate Bill 616.~~
- ~~• Employees hired after July 1, 2015 will be granted sick leave the first pay date following their hire date. Every year thereafter on January 1, the employee will receive an annual grant based on current status.~~
- ~~• Employees are eligible at hire to use available sick leave.~~
- ~~• The annual grant does not roll over to the next year and is not paid out upon termination of employment.~~

The following governs the use of paid sick time:~~All sick leave whether accrued or lump sum will follow the following guidelines:~~

- ~~• Paid sick time~~Sick Leave~~ may be taken in no less than quarter hour increments_{7.2} consistent with the smallest increment the Agency uses for other types of leaves and absences.~~
- ~~• At no time is paid Sick Leave included in~~Use of paid sick time, or any other paid time off, does not count as time worked for overtime calculations.
- ~~• Management may request a health care provider's Physician's written verification of any paid sick time~~leave~~ taken for absences longer then three (3) consecutive work days, and otherwise as permitted by law. beyond the first three (3) days taken in a 12-month period. A physician's statement releasing the employee to return to work may be required after 3 days' consecutive absence. A "fitness for duty" assessment may also be required upon return from longer term leaves of absence, at the expense of the Agency.~~
- The use of Vacation Time may not be substituted for unscheduled hours missed under this ~~Sick leave~~ policy should the employee no longer have paid sick leave~~time~~ remaining. (unless approved through an approved Leave of Absence)
- ~~• See Policy 3006 (Punctuality and Attendance) for the rules regarding (1) how and when the to notify a supervisor of an absence from work_{7.2} (2) what absences will be counted against the employee's attendance record, and (3) the consequences of excessive absences.~~

Paid Sick Leave~~Time~~ Benefit at Termination: Accrued paid sick time is not paid out at termination except as described in this section. Employees who have completed a minimum of 10 years of continuous full-time employment with the Agency, and who upon separation~~separate their employment~~ due to retirement, ~~death, voluntary resignation termination of employment or disability causing permanent incapacity to work, an employee or the estate of the deceased employee shall~~are entitled to a payout of ~~be paid~~ 50% of their total unused paid sick time,

~~accrued or lump sum balance up~~ to a maximum of 480 hours. Employee must give ~~a~~ notice of at least two weeks in advance of their planned separation date to be eligible for this benefit. ~~Any notice less than two weeks in good faith will require approval from the Executive Director.~~

For otherwise eligible employees whose separation is due to death of the employee, the sick time payout will be made to the deceased employee's designated beneficiary.

This sick time payout will be made ~~Such reimbursement shall be~~ at the employee's base rate of pay at the time of separation.

5008 Family Medical Leave and California Family Rights Act Leaves

~~The following establishes the uniform guidelines for administration of the Agency's leave of absence policy under the Family and Medical Leave Act (Federal) and the California Family Rights Act (State), and other applicable state and local laws.~~

Employees who have been employed by the Agency for a total of 12 months and have worked at least 1,250 hours of service during the previous twelve (12) month period are eligible to request ~~for~~ a family care or medical leave of absence under this policy upon satisfying the eligibility period. ~~, unless employed at a non-covered work site.~~ Family care or medical leaves are unpaid leaves of absences, unless paid vacation/sick days are used in accordance with this policy.

1. Reasons for Family Care or Medical Leaves

Family Care or Medical leave may be granted for the following reasons:

- a. The birth of the employee's child and in order to care for the child:
- b. The placement of a child with the employee for adoption or foster care:
- c. To care for a spouse, registered domestic partner, child or parent with a serious health condition. In addition, CFRA leavealso provides for leave to care for a child of the domestic partner, a sibling, a grandparent, a grandchild or a parent-in-law with a serious health condition.
- d. A serious health condition that makes the employee unable to perform the functions of the position of such employee. ~~(Also applies to Pregnancy Disability Leaves)~~
- e. For qualifying exigencies arising out of the fact that the employee's spouse, domestic partner, child or parent is on active duty or call to active duty status as a member of the National Guard or Reserves in support of a contingency operation, or of the Armed Forces of the United States.
- f. To care for a spouse, child, parent or next of kin who is a covered service member with a serious injury or illness which occurred in the line of duty on active duty.

~~(Taking leave for birth or adoption applies to both male and female employees.~~ The entitlement of leave for the birth of a child or placement of a child for adoption or foster care will expire (12) months from the date of the birth or placement.)

2. Definitions

For purposes of this policy, the following definitions apply:

“Child” means biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under 18 years of age or 18 years of age or older and incapable of self-care because of medical or physical disability. For purposes of the CFRA only, “child” means biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, regardless of age, so long as the child has a serious health condition.

“Parent” means the biological parent of an employee or an individual standing in loco parentis to an employee.

“Next of Kin” means the nearest blood relative aside from spouse, child or parent.

“Covered Service Member” means a current member of the Armed Forces (including National Guard and Reserves) or a member of the Armed Forces but on a temporary disability retired listing.

“Serious Health Condition” generally means an illness, injury, impairment, or physical or mental condition that involves, (A) inpatient care in a hospital, hospice or residential medical care facility, or (B) continuing treatment or continuing supervision by a health care provider. ~~Conditions or medical procedures that would not be covered by this policy include minor illnesses, which last only a few days, and surgical procedures, which do not involve hospitalization and require only a brief recovery period. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy (under FMLA only), or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.~~

“Health Care Provider” generally means ~~(A)~~ a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices, ~~or (B) any other person determined by the Secretary to be capable of providing health care services.~~

“Qualifying Exigency” arises when a qualifying family member is on, or is notified of an impending call to, coverage active duty. Some qualifying exigencies include: is defined by law as (1) short-notice deployment, (21) military events and related activities, (32) alternative or urgent, non-routine childcare and enrollment or transfer-related school activities, (43) financial and legal arrangements, (54) counseling, (65) up to 15 days’ rest and recuperation, (76) post-development

reintegration briefings, ~~and (8) additional activities where the Agency and employee agree to the leave.~~

“Highly-Compensated Employee” as related to FMLA only, is defined as a salaried covered employee who is among the highest paid 10 percent of all the employees employed by the employer within the 75 miles of the employee’s work site. This definition no longer applies under CFRA.

~~“Annual Leave Paid” is defined as the 12-month period measured forward from the date of the employee’s first Family and Medical Leave begins.~~

3. Amount of Leave

All employees who meet the applicable requirements may be granted up to a total of twelve (12) weeks of unpaid, job-protected Family Care or Medical Leave during a 12-month period. ~~For leaves related to reason “f”, as listed above under “Reasons for Family Care or Medical Leaves”,~~ eligible employees may take up to 26 weeks of unpaid, job-protected leave during a 12-month period to care for a qualifying covered service member with a serious injury or illness incurred in the line of duty. The 12-month period, defined as the Annual Leave Period, will be measured forward from the date the employee’s first Family Care or Medical Leave begins.

The Agency calculates FMLA/CFRA leave entitlement for eligible employees by reviewing the 12-month period measured forward from the date of the employee’s first Family and Medical Leave begins.

Family Care or Medical Leaves are unpaid leaves. However, the employee will be required to use paid sick time ~~during~~ toward the approved requested Family Care or Medical Leave for the employees own or a family member’s serious health condition, ~~birth of a child or to care for a family member listed in “c” above with a serious health condition.~~ The use of accrued vacation ~~and/or comp~~ time during an approved Family Care or Medical Leave is optional and must be requested in advance in accordance with policy 5002-Vacations. The ~~substitution~~ use of paid sick time and ~~or~~ vacation time ~~for~~ during Family Care or Medical Leave does not extend the total duration of Family Care and Medical Leave to which an employee is entitled to. ~~beyond 12 weeks (26 weeks where applicable) in a 12-month period under the FMLA. A leave of absence under FMLA/CFRA, and where applicable, Pregnancy Disability Leave will run concurrently.~~

~~The Agency will discontinue payment to an employee when~~ Once all required and optional accrued paid time off is ~~balances have been exhausted,~~ any remaining portion of the FMLA/CFRA leave will be ~~and the employees shall be placed on leave without pay. The Agency shall not continue payment of PERS retirement contributions unless the employee is continuing to receive pay from the Agency by utilizing accrued allowances. Vacation time, sick leave and seniority shall continue to accrue during a family care or medical leave of absence for up to a maximum of 12 weeks per year (26 weeks where applicable).~~

~~4. Employment of both Spouses or Registered Domestic Partners at Same Agency~~

~~When both spouses or domestic partners are employed by the Agency and entitled to a leave to bond with a newborn or newly placed child after foster care or adoption, both parents may take up to a combined total of 12 weeks of leave between them. This combined total of 12 weeks does not apply under CFRA. For all other reasons covered under #1 “Reasons for Family Care or Medical Leaves”, when both spouses or registered domestic partners are employed by the agency and are entitled to leave, each spouse or domestic partner may take up to 12 weeks of leave.~~

~~54.~~ Leave Taken On Intermittent or Reduced Leave Schedule

Leaves may be taken-requested intermittently or on a reduced leave schedule. If any employee requests intermittent leave or leave on a reduced leave schedule that is foreseeable based on planned medical treatment, the Agency retains the discretion to transfer the employee, temporarily, to an alternate position for which the employee is qualified that has equivalent pay and benefits and better accommodates recurring periods of leave than the employee’s regular position. In the case of certification for intermittent leave or leave on a reduced leave schedule for planned medical treatment, the certification shall contain the following: a) date on which the serious health condition commenced; b) the probable frequency and/or duration of the condition; c) dates on which treatment is expected to be given and the frequency and/or duration of such treatment; and, d) statement that the intermittent or reduced scheduled leave is medically necessary. ~~for the care of the son, daughter, parent or spouse or will assist in their recovery.~~

~~65.~~ Administration

An employee must, if possible, submit an application for leave at least thirty (30) days before the leave is to begin. In situations where it is not possible for an employee to give this advanced notice, an employee must give notice to his/her/their immediate supervisor as soon as possible before/after the necessity for the leave arises. Employees must comply with the aAgency’s normal call in procedures as applicable at the start of any leave or absence.

Employees on an approved leave of absence will still be responsible for abiding by all policies as set forth in the employee personnel policy. Employees on a leave of absence are not to accept any other form of employment during a leave of absence , or at any other time, without prior written request and approval from the Housing Authority Human Resources Department.

In all cases, an employee requesting leave must complete a “Leave of Absence Request” form and return it to the Human Resources Department. The completed application must state the reason for the leave (such as medical purposes or family care leave), the requested duration of the leave, and the starting and ending dates of the leave. ~~Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or~~

~~circumstances that support the need for Military Caregiver Leave or Military Qualifying Exigency Leave.~~ Employees also must inform the Agency if the requested leave is for a reason for which Medical or Family Care LOA was previously taken or certified.

An application for leave based on the serious health condition of the employee ~~or a, employee's~~ qualifying family member, must be accompanied by a "Certification of Health Care Provider" completed by the applicable health care provider and returned to Human Resources. The medical certification for leave shall include: a) the date on which the serious health condition commenced; b) the probable dates and duration of the requested leave, any planned treatment; and, c) a statement that, due to the serious health condition ~~of the employees or applicable family member,~~ either the employee is unable to work or the family member is unable to work or attend school. ~~perform or attend the functions of his/her position. The Agency may also require periodic recertification supporting the need for leave. In any case in which the Agency has reason to doubt the validity of any medical certification provided to support an employee's request to take Medical or Family Care LOA because of the employee's own serious health condition, the Agency may require the opinion of a second and third health care provider consistent with state and federal law.~~

Once an employee ~~provides the sufficient information~~requests leave, the Agency will notify the employee (a) whether ~~he or she is~~they are eligible for Family Care or Medical Leave and, if so, (b) whether any additional information is required and (c) the employee's rights and responsibilities regarding such leave. The Agency will also notify an eligible employee ~~who has requested Family Care or Medical Leave~~ if the requested leave will be designated as FMLA/CFRA protected leave and counted against the employee's leave entitlement.

If the Agency determines an employee is not eligible for Family Care or Medical Leave, the Agency will provide ~~at least one~~ reason^(s) for ineligibility. The Agency will also inform the employee if ~~it determines that~~ the requested leave does not qualify for the FMLA/CFRA protection.

~~If an employee wishes to take additional For~~ leaves that extend^s beyond the initial ~~certified~~approved time off, the employee must make a written request to the Human Resources Department at least ten (10) days in advance of the expiration of their ~~initial or extended~~ leave of absence. ~~This must be done to authorize continuation of Family Leave under this policy. Failure by the employee or the healthcare provider to supply satisfactory documentation in a timely manner will delay approval (or continuation) of Family Leave provided through this policy and could result in the termination of employment due to unexcused leave.~~

The Agency will generally approve additional time off provided the total FMLA/CFRA leave time ~~sum of all leaves and extensions~~ does not exceed twelve (12) weeks within a rolling twelve (12) month period. ~~If the sum of all FMLA leaves exceeds twelve (12) weeks within a rolling twelve (12) month period, the Agency may or may not approve the additional time off.~~

7. Benefit Entitlement

During the approved FMLA/CFRA leave, the Agency shall continue to pay for all applicable group health insurance premiums which it ordinarily pays on behalf of the employee up to a maximum of 12 weeks (26 weeks where applicable) on the same terms that existed prior to the leave. In turn, employees must continue to pay the employee portion of the insurance premium during the leave of absence. Failure to remit premium payments on a timely basis ~~will~~may result in the lapse of coverage.

~~Upon conclusion of the applicable time frame, the entire premium may be self paid by the employee under the provision of CalPERS and/or COBRA by making payments to the Agency for the amount of the total premium.~~

~~If the employee fails to return from this leave, in some circumstances, the Agency may attempt to recoup the cost of the insurance premiums paid on behalf of the employee during the leave. In the event a Medical or Family Care LOA is approved beyond twelve (12) weeks, the employee may be responsible for paying the entire premium.~~

~~Employees should contact the Human Resources Department for further information.~~

8. Reinstatement from Leave

An employee returning from a leave for ~~his/her~~their own serious health condition shall ~~obtain and~~ provide to the Agency a certification from the employee's health care provider that the employee is able to resume work. The return to work certification should include any work restrictions and the duration of any such restrictions.

Employees returning from family care or medical leave are entitled to reinstatement to the same or comparable position with equivalent pay, benefits and responsibilities, consistent with applicable law. ~~The Agency retains the right to deny reinstatement to employees who are among the highest paid ten percent (10%) of the Agency's employees and whose reinstatement would cause substantial and grievous economic injury to the Agency's operation. There will be no reinstatement to the same or a comparable position if such positions ceased to exist because of legitimate business reasons unrelated to the employee's taking a family care or medical leave. This denial of reinstatement is not applicable under CFRA.~~

~~An employee has no right to the same position and has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave period. If the employee returns to work outside of the legally allotted time for such a leave, the employee will only be reinstated if there is an available open position which they are qualified to fill.~~

9. Failure to Return from Leave

The failure of an employee to return to work upon the expiration of a Family Care or Medical Leave may be interpreted as the employees' voluntary resignation and could result in the

~~employees' subject the employee to discipline up to and including termination. An employee who requests an extension of Family Care or Medical Leave due to the serious health condition of the employee's spouse, child or parent, must submit a request for an extension, in writing, to the Human Resources Department. This written request should be made as soon as the employee realizes that she or he will not be able to return at the expiration of the leave period. The Agency is not required to grant a leave beyond the maximum amount allowed under this policy.~~

5009 Pregnancy-Related Disability Leave

~~Under the California Fair Employment and Housing Act (FEHA), e~~Employees who are disabled by pregnancy, childbirth or related medical conditions are eligible to take a n unpaid pregnancy disability leave (PDL) ~~of up to , provided such leave shall not exceed four (4) months as certified by their health care provider. or 88 workdays for a full time employee.~~ Employees disabled ~~who are affected~~ by a pregnancy ~~or a related medical~~ condition are also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable and a suitable position is available.

~~The pregnancy disability leave is for any period or periods of actual disability caused by an employee's pregnancy, childbirth or related medical conditions up to four months (or 88 work days for a full-time employee) for pregnancy. The pregnancy disability leave~~PDL does not need to be taken in one continuous period of ~~time, but~~ time but can be taken on an as-needed basis.

Time off needed for parental care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth would all be covered by the employee's ~~pregnancy disability leave~~PDL.

~~Generally, the Agency is required to treat an employee's pregnancy disability the same as it treats other disabilities of similarly situated employees.~~

Employees are required to obtain a certification from their health care provider of their pregnancy disability or the medical advisability for a transfer, if needed. The certification should include the following information.

- The date on which the employee became disabled due to pregnancy or the date of the medical advisability for the transfer.
- The probable duration of the period or periods of disability or the period or periods for the advisability of the transfer.
- A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy or to other persons, or a statement that, due to her pregnancy, the transfer is medically advisable.

- At the employee's option, she can use any accrued vacation time during the otherwise unpaid PDL. ~~as part of her pregnancy disability leave before taking the remainder of her leave as an unpaid leave.~~ The Agency may will require that the employee use up any available accrued paid sick leavetime during the PDL her leave. The employee may also be eligible for state disability insurance during for the unpaid portion of her the leave.

~~For employees not eligible for payment while out on leave, the employee will be required to use sick time toward the requested leave. The use of vacation or comp time during pregnancy leave is optional and must be requested in advance in accordance with policy 5002 Vacations. The use of accrued paid time off during PDL substitution of sick time and/or vacation time for pregnancy leave does not extend the total four-month duration of leave to which an employee is entitled. to beyond 16 weeks in a 12 month period.~~

~~When an employee is on a pregnancy disability leave of absence~~ During an approved PDL, the Agency shall continue payment of health insurance benefit premiums ~~for the employee and her dependents~~ on the same terms that existed prior to the leave. ~~The Agency shall not continue payment of PERS retirement contributions unless the employee is continuing to receive pay from the Agency by utilizing accrued allowances. When the employee is no longer disabled, she may no longer continue pregnancy disability leave. If she chooses to remain away from work longer, she must apply for family leave (See Policy 5008). Vacation time, sick leave and seniority shall continue to accrue during a pregnancy disability leave of absence for a maximum of 16 weeks per year.~~

A request for ~~pregnancy disability leave~~ PDL of absence should be submitted by the employee at least 30 days prior to the need for leave. ~~as soon as feasible after the employee learns of her pregnancy.~~ Before returning to work following a ~~pregnancy disability leave of absence~~ PDL, the employee must submit a physician's verification stating the employee's ability to return to work. on a full-time basis. The certification must state any work restrictions and the duration of any such restrictions.

~~An employee may take both pregnancy disability leave and subsequently state family care and medical leave to be with a newborn. The employee is entitled up to 16 weeks of pregnancy disability leave (upon certification by their medical provider) and an additional twelve (12) weeks of state family care and medical leave provision, if eligible.~~

Legal Compliance

~~To the extent that this policy conflicts with the Federal Family and Medical Leave Act, or other applicable law, those laws are controlling over this policy. Further, the Agency retains all rights and defenses under applicable law, whether or not specifically set forth in this policy.~~

5014—Paid Family Leave (PFL)

~~Paid Family Leave (PFL) is compensation paid to workers who experience a wage loss when they take time off work to care for a seriously ill family member or bond with a new child. Workers may receive up to eight weeks of benefits that may be paid over a 12-month period. PFL is funded by mandatory employee payroll deductions and administered by the California Employment Development Department (EDD).~~

~~While on PFL, the Agency shall continue to pay for coverage under the group medical, dental and vision insurance plans for a maximum of 12 weeks on the same terms that existed prior to the leave.~~

~~Employees are required to use up to two weeks of previously accrued vacation and may use accrued but unused sick time during PFL time off. Contact the Human Resources Department for further information.~~

5020 Time Off for Victims of Violent Crimes or Domestic Abuse

The Agency will not discriminate, discharge or retaliate against an employee who is a victim, or who has a family member who is a victim of a “qualifying act of violence”. A qualifying act of violence includes domestic violence, sexual assault, stalking, acts causing bodily injury or death or, exhibiting, drawing, brandishing or using a firearm or other dangerous weapon, or using or making threats of force to cause physical injury or death.

For purposes of this policy, Family Member includes child, parent, sibling, spouse, domestic partner, or a designated person (one person may be designated in a 12 month period)

The Agency will make a reasonable accommodation for an employees safety at work when the employee is the victim or their family member is a victim of crime. In accordance with the law, the Agency will provide time off work to the employee to obtain relief including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief to help ensure the health, safety or welfare of a domestic violence victim or their family member. In addition, time off may be requested to attend certain court proceedings to receive medical attention, psychological counseling, safety planning, relocation, and other reasons as applicable to the situation.

Affected employees must give the Agency reasonable notice that they are required to be absent for a purpose stated above, except for unscheduled or emergency court appearances or other emergency circumstances. In such a case, the employee is required, within a reasonable time after the appearance, to provide the Agency with reasonable documentary evidence establishing that their absence was required for any of the above reasons.

Eligible employees who are victims may request to take up to 12 weeks of unpaid leave under this policy, and may request up to 10 days of protected time off for a family member victim.

Employees may use accrued, unused vacation or paid sick time during this otherwise unpaid leave taken under this policy.

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

August 12, 2025

FROM

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

SUBJECT

Ratification of Designation of Applicant's Agent Resolution (OES-FPD-130) for FEMA Grant

RECOMMENDATION(S)

Adopt Resolution No. 217 approving and ratifying the Designation of Applicant's Agent Resolution (OES-FPD-130) to formalize the appointment of the Housing Authority of the County of San Bernardino as the authorized agent for FEMA grant activities.

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

STRATEGIC PLAN ALIGNMENT

This action aligns with HACSB's Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding. Securing the FEMA grant ensures reimbursement for COVID-19-related expenses, enhancing HACSB's financial position.

FINANCIAL IMPACT

The ratification of the Designation of Applicant's Agent Resolution (OES-FPD-130) is a critical step to unlock \$52,265.75 in FEMA grant funding under FEMA-4482-DR-CA. These funds will reimburse HACSB for eligible COVID-19-related expenses thereby alleviating financial burdens incurred during the pandemic response. Receipt of these funds will strengthen the Authority's fiscal position by offsetting costs already expended. The grant funds are fully allocated by FEMA and do not require matching contributions from HACSB, ensuring a direct positive financial impact.

BACKGROUND INFORMATION

The Housing Authority of the County of San Bernardino (HACSB) has been awarded \$52,266 under FEMA-4482-DR-CA, declared on March 22, 2020, to support eligible costs related to the COVID-19 pandemic response, such as emergency protective measures, medical care, or other eligible activities under FEMA's Public Assistance Program. As a non-state agency, HACSB is required to submit a Designation of Applicant's Agent Resolution (OES-FPD-130) to designate an authorized agent to act on our behalf in managing FEMA grant-related activities, including application submission, funding requests, and compliance with federal and state regulations. This form, mandated by Cal OES and FEMA, must be renewed every three years and is a prerequisite for grant processing.

The OES-FPD-130 form was completed on July 8, 2025, designating the HACSB Executive Director and the Deputy Executive Director, as the Applicant's Agent. These positions will serve as the primary point of contact for FEMA and Cal OES, ensuring compliance with all grant requirements, including submission of the Request for Public Assistance, coordination of project worksheets, and adherence to federal regulations outlined in the FEMA Public Assistance Program and Policy Guide (PAPPG) v5, applicable to disasters declared on or after January 6, 2025.

Ratification of Designation of Applicant's Agent Resolution (OES-FPD-130) for FEMA Grant
August 12, 2025

PROCUREMENT

Not applicable.

ITEM ATTACHMENTS

- Resolution – Housing Authority Resolution No. 2025-217
- Attachment – State of California Form OES-FPD-130: Designation of Applicant's Agent Resolution Non-State Agencies

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on July 23, 2025.

HOUSING AUTHORITY RESOLUTION NO. 2025-217

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING AND RATIFYING STATE OF CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES' DESIGNATION OF APPLICANT'S AGENT RESOLUTION FORM (OES-FPD-130) FOR NON-STATE AGENCIES FOR THE PURPOSE OF OBTAINING POST-DISASTER CORONAVIRUS DISEASE 2019 (COVID-19) PUBLIC ASSISTANCE GRANTS FROM CAL EOS AND FEMA

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino was created pursuant to Section 34200 of the California Health and Safety Code to provide housing for low and moderate income families; and

WHEREAS, the Housing Authority of the County of San Bernardino administers a variety of local, State and Federal Programs in pursuit of its mission; and

WHEREAS, the Housing Authority of the County of San Bernardino operates the Public Housing, Housing Choice Voucher, and related programs authorized by the United States Department of Housing and Urban Development (HUD); and

WHEREAS, attached as Exhibit A is Designation of Applicant's Agent Resolution (OES-FPD-130), that has been prepared in accordance with and is consistent with all applicable laws and guidelines;

OPERATIVE PROVISIONS

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

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

Section 2. The Board of Commissioners hereby approves and ratifies the completed Designation of Applicant's Agent Resolution (OES-FPD-130), including the authorization and identification of the Executive Director and Deputy Executive Director as agents for all purposes relevant to said form, as attached hereto as Exhibit "A".

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

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

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

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

I, _____, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, August 12, 2025.

Secretary



Cal OES ID No: 071-XXXXX-00

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE Board of Commissioners OF THE Housing Authority of the County of San Bernardino
(Governing Body) (Name of Applicant)

THAT Executive Director, OR
(Title of Authorized Agent)

Deputy Executive Director, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the Housing Authority of the County of San Bernardino,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the Housing Authority of the County of San Bernardino, a public entity established under the
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- ☒ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 8 day of July, 2025

Beau Cooper, Chair

(Name and Title of Governing Body Representative)

Cassie MacDuff, Vice Chair

(Name and Title of Governing Body Representative)

Tim Johnson

(Name and Title of Governing Body Representative)

CERTIFICATION

I, **Maria Razo**, duly appointed and _____ of
(Name) (Title)

Housing Authority of the County of San Bernardino, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the **Board of Commissioners**
(Governing Body)

of the Housing Authority of the County of San Bernardino on the 8 day of July, 2025.
(Name of Applicant)

DocuSigned by:

Maria Razo

3D2645B57CA34F5...

Secretary of the Board of Commissioners

(Signature)

(Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."

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

August 12, 2025

FROM

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

SUBJECT

Memorandum of Understanding with San Bernardino County Workforce Development Board for America's Job Center of California System.

RECOMMENDATION(S)

1. Retroactively approve a non-financial Memorandum of Understanding with the San Bernardino County Workforce Development Board as a Workforce Innovations & Opportunity Act One-Stop America's Job Centers of California Partner, effective July 1, 2025, through June 30, 2028.
2. Authorize the Executive Director to execute and deliver the Memorandum of Understanding to the San Bernardino County Workforce Development Board, 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 #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

The recommended Joint Memorandum of Understanding (MOU) is non-financial and as such does not have financial impact on the Housing Authority of the County of San Bernardino (HACSB).

BACKGROUND INFORMATION

The Workforce Innovation and Opportunity Act (WIOA) requires the San Bernardino County Workforce Development Board (WDB) to ensure the creation and maintenance of a one-stop delivery system that enhances the range and quality of education and workforce development services available to business and individual customers. The one-stop delivery system, designated in California as the America's Job Center of California (AJCC) system, must include a network of partners to make programs, services, and activities easily accessible.

HACSB is one of the mandated partners. HACSB's role in the partnership will be to refer our clients to AJCC for employment services. HACSB will utilize AJCC's referral process. In addition, HACSB will provide partners with education on HACSB's programs and services, in lieu of financial contribution.

Retroactive approval of this MOU will continue the partnership with WDB for the AJCC system. The MOU has a retroactive effective date due to the timing of its finalization by the AJCC. It was received during a timeframe that did not align with our Board meeting schedule. As a result, the

Memorandum of Understanding with San Bernardino County Workforce Development Board for America's Job Center of California System.
August 12, 2025

MOU is being presented for approval at the first available Board meeting following its effective date.

PROCUREMENT

Not applicable.

ITEM ATTACHMENTS

- Attachment – MOU

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on July 23, 2025.

**Memorandum of Understanding
Between
San Bernardino County Workforce Development Board
And
Workforce Innovation & Opportunity Act One-Stop Partners
For
San Bernardino County America's Job Center of California System

July 1, 2025 – June 30, 2028**

This Memorandum of Understanding (MOU) is entered into on July 1, 2025 by and between Housing Authority of the County of San Bernardino, a Workforce Innovation & Opportunity Act One-Stop America's Job Center of California Partner (AJCC Partner) and the San Bernardino County Workforce Development Board (WDB), organized under the laws of the State of California, with its principal place of business at 290 North D Street, Suite 600, San Bernardino, CA 92415.

Select AJCC Partner status: ☒ Non-co-located Partner ☐ Co-located Partner

RECITALS

WHEREAS, the WDB administers employment and training programs in San Bernardino County (County) in accordance with Workforce Innovation and Opportunity Act of 2014, Public Law 113-128 (WIOA); and

WHEREAS, WIOA requires the WDB to ensure the creation and maintenance of a One-Stop delivery system that enhances the range and quality of education and workforce development services that business and individual customers can access; and

WHEREAS, the One-Stop delivery system must include at least one comprehensive physical center in each local area and a network of partners to make program services and activities available; and

WHEREAS, the design and operation of the One-Stop delivery system under WIOA must be developed and agreed upon by and between the WDB and required local One-Stop partners; and

WHEREAS, WIOA mandates 13 One-Stop partner programs, to be provided by multiple entities in the County; and

WHEREAS, on June 30, 2016, the WDB entered into a Phase I MOU with 26 entities under which the Parties agreed to share customers and services; and

WHEREAS, on January 1, 2018, the WDB entered into a Phase II MOU with these same entities under which the Parties agreed to share costs; and

WHEREAS, on January 1, 2021, the WDB entered into a comprehensive MOU with these same entities addressing the service coordination and collaboration among all AJCC partners, and how to sustain the unified system through the use of resource sharing and joint cost funding; and

WHEREAS, on July 1, 2022, the WDB entered into an MOU with 30 entities to establish cooperative working relationships between the WDB and AJCC Partners, in accordance with WIOA and to define

their respective roles and responsibilities in achieving the policy objectives established by the State in the California Workforce Development Board Strategic Plan as well as the sharing of infrastructure and other system costs; and

WHEREAS, the Parties desire to enter into this MOU, in accordance with the Workforce Services Directive 18-12 (WSD 18-12) issued by the State of California Employment Development Department, to continue their cooperative working relationship between the WDB and the AJCC Partners, in accordance with WIOA, to service their shared customers as established by the State of California Workforce Development Board.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

AGREEMENT

I. Purpose of MOU

A. Preamble/Overall Purpose

WIOA requires that a memorandum of understanding be developed and executed between Workforce Development Boards and required local one-stop partners to establish an agreement relating to the operation of the one-stop system.

California's one-stop delivery system, the AJCC, is a locally driven system which develops partnerships and provides programs and services to achieve three main policy objectives established by the California Workforce Development Board Strategic Plan:

- Foster demand-driven skills attainment
- Enable upward mobility for all Californians
- Align, coordinate, and integrate programs and services

These objectives are accomplished by ensuring access to high-quality AJCCs that provide the full range of services available in the community for all customers seeking to:

- Find a job
- Build basic educational or occupational skills
- Earn a postsecondary certificate or degree
- Obtain guidance on how to make career choices
- Identify and hire skilled workers

To that end, the purpose of this MOU is to establish a cooperative working relationship between the WDB and the required AJCC Partners and to define their respective roles and responsibilities in achieving their shared objectives. This MOU also serves to establish the framework for providing a unified service delivery system to employers, employees, job seekers, and others needing workforce services.

B. Vision Statement, Mission Statement, and Goals

The WDB is charged with addressing major workforce issues in the County. The WDB's role is to convene appropriate parties around these issues, create dialogue among relevant parties, generate creative, innovative solutions through consensus, and to enlist community commitments to action in order to achieve a competitive advantage. Acting to facilitate this approach, the WDB is engaging other community leaders in carefully constructing strategies to identify and build these competitive advantages throughout the County.

1. Vision Statement

The Parties' vision is to unite and leverage the AJCC System MOU partnership's resources, expertise, and services to empower County participants. Through collaboration, they seamlessly provide accessible opportunities and support, ensuring participants have the tools to overcome barriers and build better futures. Together, they unlock potential and drive success for all.

2. Mission Statement

The Parties' mission is to empower individuals to improve their personal and financial well-being through meaningful employment opportunities. They are dedicated to educating, supporting, and providing resources needed to transform lives.

3. AJCC System Goals

- a) Increase the employment, retention, and earnings of shared customers in high growth industry sectors and in-demand occupations that create countywide prosperity.
- b) Increase the number of shared customers who receive industry-recognized postsecondary credentials.
- c) Support AJCC System alignment, service integration, coordination and continuous quality improvement using data to support evidence-based decision-making.
- d) Ensure multiple access points to the AJCC System particularly for those with barriers to employment.
- e) Support the continued collaboration between business, industry and the AJCC system to align programs and services with business and industry needs.

4. AJCC System Values

Accessibility: The AJCC Partners are committed to increasing access to and opportunities for the employment, education, training and support services for all customers.

Accountability: The AJCC Partners accept individual responsibility for the quality of service provided and the overall success of the AJCC system.

Customer-Centered: The AJCC Partners are dedicated to providing services that are specifically tailored to individual customer needs.

Collaboration: The AJCC Partners are committed to work together to align, integrate, and coordinate the delivery of AJCC system services.

Excellence: The AJCC Partners are committed to providing high quality, excellent service to all customers through continuous quality improvement.

Innovation: The AJCC Partners are committed to developing innovative and promising practices to facilitate the alignment, integration and coordination of AJCC System services.

Integrity: The AJCC Partners are committed to uphold the values of honesty, trust and transparency, while remaining fair and ethical in all situations.

Respect: The AJCC Partners are committed to treating all customers with care, understanding and courtesy.

Responsiveness: The AJCC Partners are committed to creating a flexible and responsive environment by consistently seeking feedback from customers and stakeholders to deliver high-quality services.

II. One-Stop System Services

The AJCC System design is comprised of partners who are committed to providing integrated services by connecting job seekers and businesses to the other centers through quality referrals. The AJCC Partners provide a vast array of services to improve the health and financial well-being of County residents as set forth in Exhibit “B,” attached hereto and incorporated herein. AJCC System career services will be provided by AJCC Partners as described below and per the attached AJCC Partner services chart (Exhibit “C”).

Strategically located throughout the County, the three America’s Job Centers of California are in the East Valley, West Valley and High Desert Regions. They provide a comprehensive array of services, helping job seekers build careers and helping businesses maintain employment.

East Valley AJCC
500 Inland Center Drive, Sp. 508
San Bernardino, CA 92408

West Valley AJCC
9650 Ninth Street
Rancho Cucamonga, CA 91730

High Desert AJCC
17310 Bear Valley Rd
Victorville, CA 92395

While the East Valley AJCC is the comprehensive center, the AJCC Partners are committed to connecting AJCC Partners to all centers through Co-location, cross information sharing, direct technology, and strong referral systems.

The AJCC System customers include, but are not limited to, businesses and employers as well as individuals who are low income, unemployed, dislocated, ex-offenders, veterans, older adults, youth, Native American Indians, people with disabilities, homeless, recipients of public assistance, monolingual, English language learners, and underemployed.

Shared customers include, but are not limited to, businesses, employers, adult and youth job seekers, and underrepresented groups, such as: dislocated workers; Veterans; low-income and public assistance recipients; homeless people; Native American Indians; foster youth; disconnected youth; mature workers; people with disabilities; and re-entry individuals.

III. Responsibilities of AJCC Partners

It is understood through the development and implementation of this MOU that the AJCC System is stronger together. It is further acknowledged that the AJCC System, because it is driven by local needs, will evolve over time, as employer and individual customer needs change. In consideration of the mutual aims and desires of the WDB and AJCC Partners participating in this MOU, and in recognition of the public benefit to be derived from the effective implementation of the programs involved, the AJCC Partners agree that their respective responsibilities under this MOU will be as follows:

- Engage in joint planning, plan development, and modification, that results in:
 - Continuous partnership building between all parties to this MOU;
 - Continuous planning responsive to regional, State, and Federal requirements;
 - Responsiveness to specific Statewide and regional economic conditions including employer needs; and
 - Adherence to common data collection and reporting needs as agency capacity/resources allow.
- Make services applicable to each system partner program available to customers through the one-stop delivery system.
- Participation in the operation of the one-stop system, consistent with the terms of the MOU and requirements of authorized laws.
- Participation in capacity building and staff development activities in order to ensure that all AJCC Partners and staff are adequately cross-trained.

IV. Funding of Services & Operating Costs

In compliance with WIOA Sec. 121(b)(1)(A)(ii), the Parties agree to share, as applicable, in the operating costs of the AJCC System, either in cash or through in-kind services. The cost of services, operating costs and infrastructure costs of the AJCC System will be funded by all AJCC Partners, as applicable under WIOA, through separately negotiated cost sharing agreements (Cost Sharing Agreements) based on a mutually agreed upon formula or plan.

V. Methods of Referring Customers

The AJCC Partners are committed to high quality customer service with a customer-centered design. Each AJCC Partner agrees to update a summary of services document annually or as needed. The summary of services will include program information, services and resources available, eligibility, and points of contact for both customers and staff. These summaries will be used to update Desk Reference guides, if needed, and an online resource page to be available to all customers and partner staff.

The AJCC Partners are committed to continued development of successful electronic methods of referrals using real-time technology which may include, but are not limited to, a shared online portal, live chat, or a mobile application. To ensure continued use of the referral systems and to meet the needs of their shared customers, the AJCC Partners are committed to, at minimum, on-going staff cross-training through Desk Reference Guides, quarterly meetings, tours, shared staff meetings, and warm hand-offs to co-located partners.

VI. Access for Individuals with Barriers to Employment

The AJCC System is committed to providing needed services to all job seekers, including individuals with barriers to employment.

WIOA defines an “individual with a barrier to employment” as a member of one or more of the following populations:

- Displaced homemakers
- Low-income individuals
- Indians, Alaska Natives, and Native Hawaiians, defined in Section 166 of WIOA
- Individuals with disabilities, including youth
- Older individuals
- Ex-offenders
- Homeless individuals
- Youth who are in or have aged out of foster care
- Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers
- Eligible migrant and seasonal farm workers as defined in Section 167(i) of WIOA
- Individuals within two years of exhausting lifetime eligibility under Part A of Title IV of the Social Security Act
- Single parents, including pregnant women
- Long-term unemployed individuals
- Other groups as the Governor involved determines to have barriers to employment

AJCC Partners shall ensure their policies, procedures, programs, and services are in compliance with the *Americans with Disabilities Act of 1990* and its amendments, in order to provide equal access to all customers with disabilities. The AJCC Partners agree to promote capacity building and professional development for staff in order to increase awareness and understanding of serving individuals with barriers to employment and individuals with disabilities.

WIOA requires the Title I Adult program to provide priority of service to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient. Veterans and eligible spouses shall also be provided priority of service for Title I programs among all eligible individuals, as long as they meet the WIOA Adult program eligibility criteria.

VII. Shared Technology, System Security, and Confidentiality

The AJCC Partners agree to comply with the applicable provisions of WIOA, California Welfare and Institutions Code, California Education Code, Federal Rehabilitation Act, Federal Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment, and any other applicable statutes, regulations and requirements.

The AJCC Partners shall share information necessary for the administration of the program as allowed under confidentiality law and regulation. The AJCC Partners, therefore, agree to share client information necessary for the provision of services such as assessment, universal intake, program or training referral,

job development or placement activities, and other services as needed for employment or program support purposes.

WIOA emphasizes technology as a critical tool for making all aspects of information exchange possible, including client tracking, common case management, reporting, and data collection.

To support the use of these tools, each AJCC Partner agrees to the following:

- The principles of common reporting and shared information through electronic mechanisms, including shared technology.
- Commit to share information to the greatest extent allowable under their governing legislation and confidentiality requirements.
- Maintain all records of the AJCC customers or AJCC Partners (e.g. applications, eligibility and referral records, or any other individual records related to services provided under this MOU) in the strictest confidence and use them solely for purposes directly related to such services.
- Develop technological enhancements that allow interfaces of common information needs, as appropriate.
- Understand that system security provisions shall be agreed upon between AJCC Partners.

AJCC Partners agree to assure that:

- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.
- AJCC Partners agree to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. AJCC Partners, therefore, agree to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose, use, or permit, cause to be published, disclosed, or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.

VIII. Process and Development

A. Effective Date and Term of the MOU

This MOU is effective as of the Effective Date, defined above. The term of this MOU shall be

from July 1, 2025 through June 30, 2028. This MOU will be reviewed not less than once prior to the expiration of the Term to identify any substantial changes that have occurred. The budget set forth in this MOU will be reviewed not less than once every year to identify any substantial changes that have occurred and which could require amendment of the budget, such as, but not limited to, to ensure that the AJCC Partner's proportionate share remains current and consistent with the cost methodology set forth in this MOU.

B. Process Used to Develop the MOU

The WDB convened a series of participatory meetings with the AJCC partners listed in Exhibit "A," attached hereto (AJCC Partners), to collaboratively develop the MOU to reach consensus on how the San Bernardino County America's Job Center of California System (System) will be sustained through joint infrastructure cost funding and resource sharing.

C. Process Used to Resolve Issues During the MOU Term When Consensus Cannot Be Reached.

If/when decisions need to be made by the AJCC Partners, they will be made using a consensus decision making process. When consensus cannot be reached, the AJCC Partner agrees to use a majority rule voting process with the other AJCC Partners to resolve issues of non-agreement for the duration of this MOU.

AJCC Partners will meet on a quarterly basis, at a minimum. Meetings may occur face-to-face, via video conference and/or conference call. The AJCC Partner agrees to participate in these meetings. Meeting agendas will include discussion of action items prior to voting. All action items appearing on a meeting agenda shall be decided by a majority vote of those AJCC Partners present at the meeting when consensus cannot be reached.

The AJCC Partner shall have one vote; if the AJCC Partner is unable to participate in a meeting, it may designate a proxy via a completed proxy form signed by an authorized person and submitted to the WDB prior to or at the meeting. There must be a quorum of the AJCC Partners, including any proxies, which shall be a majority of the AJCC Partners, present at a meeting in order for a meeting to proceed and any vote to be taken. The AJCC Partner or WDB may call for a vote by email, with no less than 3 business days' notice.

D. Process for Periodic Modification and Review

The WDB is responsible for ensuring that all of the AJCC infrastructure costs are paid according to the provisions of this MOU and shall undertake the reconciliations contemplated herein. The One-Stop Operator may act as liaison between the WDB and the AJCC Partner to periodically review and evaluate the MOU budgets as to the need for modifications or amendments. Such review shall occur no less than annually, as required by WIOA and/or as requested by the AJCC Partner, whichever is earlier.

AJCC Partner contributions, regardless of the type, will be reconciled by the WDB at least semi-annually, comparing expenses incurred to relative benefits received. The reconciliation process is necessary in order to ensure that the proportionate share each partner program is

contributing remains consistent with the cost methodology, up to date, and in compliance with the terms of the MOU.

The AJCC Partner shall take such action as is necessary to amend this MOU from time to time to comply with the requirements of WIOA to ensure that it continues to contribute its fair and equitable share of infrastructure and other System costs. Such amendments shall not be binding unless they are in writing and signed by MOU authorized signatories.

IX. Sharing Infrastructure Costs

A. Partners Agree to Cost Allocation Methodology

By signing this MOU, the AJCC Partner agrees to the cost allocation methodology for infrastructure cost sharing as set forth in Section IX. C-E herein. While both co-located and non-co-located partners agree to the cost allocation methodology, the requirement to contribute to infrastructure costs at this time only applies to those partners, such as the AJCC Partner, who are physically co-located in the comprehensive AJCC and/or the affiliate AJCCs.

WDB may increase the infrastructure costs upon written notice to AJCC Partner based upon the actual increase in utility costs, rental cost etc.

AJCC Partner agrees that when sufficient data is available to determine the AJCC relative benefit to all parties, this MOU and each agreement with the AJCC Partners, co-located and non-co-located, will be renegotiated to ensure proportionate share of contributions from all Parties.

B. Comprehensive AJCC and Affiliate AJCCs

- i. There is one comprehensive AJCC for the System, therefore, the Parties have developed an infrastructure cost budget for the comprehensive center, set forth in Exhibit "E".

The East Valley AJCC is the comprehensive AJCC. If the AJCC Partner is co-located at the East Valley AJCC, it shall check the box below.

☐ East Valley AJCC
500 Inland Center Drive, Sp. 508
San Bernardino, CA 92408

- ii. There are two affiliate AJCCs for the System, therefore, the Parties have developed infrastructure cost budgets for each affiliate center, set forth in Exhibit "E".

The West Valley AJCC and High Desert AJCC are the affiliate AJCCs. If the AJCC Partner is co-located at the West Valley AJCC, and/or the High Desert AJCC, it shall check one or both of the boxes below.

☐ West Valley AJCC
9650 Ninth Street
Rancho Cucamonga, CA 91730

☐ High Desert AJCC
17310 Bear Valley Road
Victorville, CA 92395

In compliance with the Joint WIOA Final Rule Section 678.700, the AJCC Partner, because it carries out a program or activities at the West Valley AJCC, East Valley AJCC and/or High Desert AJCC will use a portion of the funds available for its program and activities to help maintain the AJCC System, including proportional payment of the infrastructure costs of the West Valley AJCC, East Valley AJCC and/or High Desert AJCC as set forth herein.

AJCC Partners co-located at the West Valley AJCC, East Valley AJCC and/or High Desert AJCC are identified in Exhibit A.

C. Infrastructure Cost Allocation Methodology

The purpose of this infrastructure cost sharing methodology is to summarize, in writing, the methods and procedures that the WDB will use to share costs with the co-located AJCC Partner. The AJCC Partner agrees that it will be charged on a quarterly basis according to the following cost sharing methodology:

Rent Costs: Rent costs, which shall be based on the total of base rent, security and access card charges. The base rent is derived from the total square footage used by the AJCC Partner multiplied by the cost per square foot. The cost per square foot is calculated from the total AJCC monthly rent divided by the total AJCC leased square footage. Space rental and security charges are calculated according to actual costs.

Utilities & Maintenance: This section includes only telephone services, which includes the costs of dial-up telephone service and voice mail. Such costs shall be based on the County Information Services Department's charges for the specific phone lines the AJCC Partner uses.

Equipment & Furniture: Equipment costs include the costs of purchasing and installing a telephone and a computer for each cubicle utilized by the AJCC Partner. The costs of those purchases are charged at actual retail purchase price. Other cost-sharing items include multifunctional printers and fax machines. The equipment charges, including equipment for the access and accommodation for individuals with disabilities, are based on actual lease costs divided by total number of staff in the center, then multiplied by the number of AJCC Partner staff. Monthly furniture charges are based on a cost estimation of the cubicle workstation and chair divided by the five-year useful life of the item.

Technology and Access Costs: Such costs shall be based upon the usage charges billed by the County Information Services Department and then divided by the total number of AJCC staff to derive the cost per person. The AJCC Partner shall be charged in proportion to the number of its staff in relation to the overall number of staff at the respective AJCC or AJCCs as identified in Section IX.B.

Notwithstanding the preceding, in the event that the AJCC Partner has specific utility, technology, equipment and/or furniture needs, the AJCC Partner shall be wholly responsible for the additional retail, actual cost of such items/services. In the event that more than one AJCC Partner has a specific request for additional items/services,

the cost of the additional items/services shall be allocated between the requesting AJCC Partners in proportion to the number of each AJCC Partner's staff.

Based on the need of the AJCC Partner, cost options within the Utilities & Maintenance, Equipment & Furniture (with the exception of cubicle furniture and assistive technology for Individuals with Disabilities), and Technology and Access categories may be adjusted according to demonstrated need.

Shared Staff: Such as front desk staff, these costs shall be based upon the salary charges and divided by the total number of staff in the AJCC to derive the cost per person. The AJCC Partner shall be charged in proportion to the number of its staff in relation to the overall number of staff at the respective AJCC or AJCCs as identified in Section IX.B.

By executing this MOU, the AJCC Partner agrees to the quarterly charges, based on actual costs and increases, so long as annual cost increases do not exceed ten percent (10%) of the preceding year. Annual costs may exceed ten percent (10%) in the event of a significant expenditure change such as moving to a new building. Cost increases shall be memorialized in a written notice to the AJCC Partner.

D. Initial Proportionate Share (Applies to Co-located Partners only)

The initial proportionate share of infrastructure costs allocated to the AJCC Partner for the first year of this MOU is based on the agreed upon cost allocation methodology as set forth in Section IX. C above, the AJCC Partner's estimated total contribution amount, and whether the AJCC Partner will provide such funding in direct payment (cash), non-cash (in-kind), and/or third-party in-kind contributions is set forth in Exhibit "E". This initial determination will be periodically reconciled by the Parties against actual costs incurred by the respective AJCC or AJCCs as identified in Section IX.B and adjusted accordingly, not to exceed the 10% of the preceding year.

E. Infrastructure Contributions (Applies to Co-located Partners only)

If contributing to infrastructure costs, the AJCC Partner may provide cash, non-cash (in-kind), and third-party in-kind contributions to cover its share of infrastructure costs. In-kind contributions cannot be used to fund non-infrastructure costs (such as personnel), and must be valued consistent with 2 C.F.R. Section 200.306 to ensure such contributions are fairly evaluated and qualify for the AJCC Partner's proportionate share.

If third-party in-kind contributions are made to support the AJCC as a whole (such as facility space), that contribution will not count toward the AJCC Partner's proportionate share of the infrastructure. Rather, the value of the contribution will be applied to the overall infrastructure budget prior to determining proportionate amounts and thereby reduce the contribution required for all AJCC Partners.

X. Sharing Other One-Stop System Costs

A. AJCC Partners Sharing Other One-Stop System Costs

In compliance with the Joint WIOA Final Rule Section 678.760, the AJCC Partners will use a portion of funds made available under their authorizing federal statute (or fairly evaluated in-kind contributions) to share the additional costs relating to the operation of the One-Stop delivery system. These costs may be shared through cash, non-cash, or third-party in-kind contributions.

As required by WSD 18-12, the amount of funds that the AJCC Partner has budgeted to expend on applicable career services and other shared services (which cumulatively with the other AJCC Partners budgeted amounts shall form the “San Bernardino County AJCC Other One-Stop System Costs Budget (Career Services Budget)”), set forth in Exhibit “F.” The AJCC Partner’s amount may be unilaterally revised by the AJCC Partner on an annual basis and, as such, the Career Services Budget may be revised, as needed, to reflect the real amount(s) actually budgeted by the AJCC Partner.

AJCC Partners understand that while only co-located partners share infrastructure costs, at this time, all AJCC Partners must share in other System costs through non-cash (in-kind) contributions as set forth herein.

B. AJCC System Services

The AJCC Partners provide a vast array of services to County residents as set forth in Exhibit “C”, attached and hereto incorporated herein.

C. Required Consolidated Budget for the Delivery of Applicable Career Services

The agreed upon consolidated budget, the Career Services Budget, for other System costs is set forth in Exhibit “F”. This budget consists of the AJCC Partner’s costs for the servicedelivery of each applicable career service and a consolidated system budget for career services applicable to the AJCC Partner.

D. Local Agreement to Share Other System Costs

The AJCC Partner shall include cross training of partner staff, a workforce summit/conference and the One-Stop Operator in the other System costs budget as set forth herein.

Shared other System costs will be provided through non-cash (in-kind) contributions. The AJCC Partner, by its signature hereunder, agrees to the other system cost allocation methodology as set forth herein.

i. Local Agreement to Share AJCC Partner Staff Cross Training

Through non-cash (in-kind) contributions, the AJCC Partner will provide subject matter experts to conduct AJCC Partner Staff Cross Training on programs and services.

Cross training costs will be based on the fair market value of professional training of \$1,500 per day, not to exceed \$50,000.

ii. Local Agreement to Share One-Stop Operator Costs

In accordance with Joint WIOA Final Rule 678.620(a), the duties of the One-Stop Operator must include the coordination of service delivery by required One-Stop (AJCC System) Partners. The AJCC Partner acknowledges the shared service provided by the One-Stop Operator as defined by the WDB in the procurement process. The AJCC Partner shall not be required to contribute to the cost of the One-Stop Operator as the WDB shall fund the role for the Term of this MOU. However, the AJCC Partner acknowledges that the One-Stop Operator costs may have to be funded by the partnership after the Term of this MOU.

XI. Confidentiality

The AJCC Partner shall comply with any and all applicable laws, including but not limited to the provisions of WIOA as well as the applicable sections of the California Welfare and Institutions Code, the California Education Code, the Rehabilitation Act, and any other applicable statute, regulation and requirement to assure the following:

- The AJCC Partner agrees to abide by the current confidentiality provisions of the respective statutes to which AJCC operators and other AJCC Partners must adhere, and shall share information necessary for the administration of the program as allowed under law and regulation. The AJCC Partner, therefore, agrees to share client information necessary for the provision of services such as assessment, universal intake, program or training referral, job development or placement activities, and other services as needed for employment or program support purposes.
- Client information shall be shared solely for the purpose of enrollment, referral or provision of services. In carrying out their respective responsibilities, each party shall respect and abide by the confidentiality policies of the other parties.
- All applications and individual records related to services provided under this MOU, including eligibility for services and enrollment and referral, shall be confidential and shall not be open to examination for any purpose not directly connected with the delivery of such services.
- No person will publish, disclose use, or permit, cause to be published, disclosed or used, any confidential information pertaining to AJCC applicants, participants, or customers overall unless a specific release is voluntarily signed by the participant or customer.

XII. Non-Discrimination and Equal Opportunity

The AJCC Partner shall not unlawfully discriminate, harass or allow harassment against any employee, applicant for employment or AJCC applicant due to gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition(s), age, sexual orientation or marital status. The AJCC Partner agrees to comply with the provisions of the Fair Employment and Housing Act (California Government Code Section 12990) and related, applicable regulations.

The AJCC Partner will assure compliance with the Americans with Disabilities Act of 1990 and its amendments, which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the Americans with Disabilities Act.

XIII. Grievances and Complaints Procedure

The AJCC Partner agrees to establish and maintain a procedure for grievance and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The AJCC Partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

XIV. Americans with Disabilities Act and Amendments Compliance

The AJCC Partner shall ensure that the policies and procedures as well as the programs and services provided at the AJCC are in compliance with the Americans with Disabilities Act and its amendments. Additionally, the AJCC Partner agrees to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CFR Part 37 and all other regulations implementing the aforementioned laws.

XV. Modifications and Revisions

This MOU constitutes the entire agreement between the Parties and no oral understanding not incorporated herein shall be binding on any of the Parties hereto. Except for those specific provisions which allow for the unilateral amendment of this MOU, the MOU may not be modified, altered, or revised, as necessary, without the mutual consent of the Parties, by the issuance of a written amendment, signed and dated by the Parties.

XVI. Termination

In the event that it becomes necessary for the AJCC Partner to withdraw from this MOU, it shall provide the WDB with thirty (30) days advance written notice, addressed to the WDB to the address set forth in the introductory paragraph above.

XVII. Signatures

The signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments and organizations to the terms and conditions set forth in this MOU.

XVIII. Assignment

Except as otherwise provided in this MOU, the rights and duties of the AJCC Partner may not be assigned or delegated without the advance written consent of the WDB, and any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. This MOU shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

XIX. Execution in Parts or Counterparts

The Parties agree that this MOU may be executed in counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same instrument, and that a photocopy or facsimile may serve as an original. If this MOU is executed in counterparts, no signatory hereto shall be bound until both the parties have fully executed a counterpart of this MOU. The Parties shall be entitled to sign and transmit an electronic signature of this MOU (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 MOU upon request.

XX. Notices

Notices authorized or required to be given pursuant to this MOU shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the following addresses set forth for each of the Parties, or to such other changed addresses communicated to the Parties in writing:

San Bernardino County Workforce Development Board
ATTN: Executive Director
290 North D Street, Suite 600
San Bernardino, CA 92415

AJCC Partner: Housing Authority of the County of San Bernardino
ATTN: Maria Razo
Address: 715 East Brier Drive
City, CA Zip: San Bernardino, CA 92408

XXI. Severability and Validity of MOU

Should the participation of any Party to this MOU, or any part, term or provision of this MOU be decided by the courts or the legislature to be illegal, in excess of that Party's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this MOU shall not be affected thereby and each Party hereby agrees it would have entered into this MOU upon the same remaining terms as provided herein.

XXII. License for Use

During the term of this MOU, all co-located partners to this MOU shall have a license to use all of the space of the AJCCs for the sole purpose of conducting acceptable AJCC services as outlined herein.

XXIII. Supervision/Day to Day Operations

The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of organization of employment. The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff in coordination with the AJCC Site supervisor(s). Any change in work assignments or any problems at the worksite will be handled by the management or designated staff of the organization of employment in collaboration with the site supervisor(s).

The office hours for the staff at the AJCCs will be established by the site supervisor(s) and the management/designated staff of the employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the site supervisor(s) at the beginning of each fiscal year.

Disciplinary actions may result in removal of co-located staff from the AJCCs and each party will take appropriate action. Each party shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsive and save all other parties harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

XXIV. Dispute Resolution

The parties agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If issues cannot be resolved at this level, they shall be referred to the management staff of the respective staff employer and the operator, for discussion and resolution.

XXV. Press Releases and Communications

All parties shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU. Participation of each party in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other parties, in all communications, each party shall make specific reference to all other parties.

The parties agree to utilize the San Bernardino County AJCC System logo on buildings identified for AJCC usage on letterhead, envelopes, business cards, any written correspondence and fax transmittals related to performance under this MOU.

XXVI. Hold Harmless/Indemnification/Liability

In accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs, excluding attorney's fees, arising out of or resulting from any acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

XXVII. Integration Clause

The foregoing constitutes the full and complete agreement of the Parties. This MOU supersedes all prior agreements and understandings, whether in writing or oral, related to the subject matter of this MOU that are not set forth in writing herein. Notwithstanding the preceding, the AJCC Partner, as signatory to this MOU agrees to be bound by all the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties hereto, have caused their names to be affixed by their proper and respective officers as of the Effective Date.

[Signatures on Following Pages]

AJCC PARTNER

Signature

Name: Maria Razo
Title: Executive Director
Address: 715 East Brier Drive
San Bernardino, CA 92408

Date: 8/12/2025

**SAN BERNARDINO COUNTY,
Workforce Development Department**

Signature

Name:
Title:
Address: 290 N. D Street, Suite 600
San Bernardino, CA 92415

Date: _____

EXHIBIT “A” | AJCC Partners

- WIOA Title I Adult, Dislocated Worker, and Youth
 - San Bernardino County Workforce Development Department
- WIOA Title II Adult Education and Literacy
 - Apple Valley Unified School District – Apple Valley Adult School
 - Chaffey Joint Union High School District – Chaffey Adult School
 - Chino Valley Unified School District – Chino Valley Adult School
 - Colton Joint Unified School District – Adult Education
 - El Sol Neighborhood Education Center
 - Fontana Unified School District – Fontana Adult School
 - Hesperia Unified School District – Hesperia Adult School
 - Jack L. Hill Lifelong Learning Center - San Bernardino Public Library
 - Lucerne Valley Unified School District - Lucerne Valley Adult School
 - Redlands Unified School District – Redlands Adult School
 - Rialto Unified School District – Rialto Adult School
 - San Bernardino City Unified School District - Inland Career Education Center
 - Snowline Joint Unified School District – Snowline Adult School
 - Victor Valley College – Adult Education Program
 - Yucaipa Calimesa Joint Unified School District – Yucaipa Adult School
- WIOA Title III Wagner-Peyser
 - State of California Employment Development Department
- WIOA Title IV Vocational Rehabilitation
 - State of California Department of Rehabilitation
- Carl Perkins Career and Technical Education
 - Chaffey College
 - San Bernardino Community College District (on behalf of Economic Development and Corporate Training, San Bernardino Valley College, and Crafton Hills College)
 - San Bernardino County Superintendent of Schools
 - Victor Valley College
- Title V Older Americans Act
 - San Bernardino County Department of Aging and Adult Services
- Job Corps
 - Inland Empire Job Corps
- Native American Programs
 - California Indian Manpower Consortium, Inc.
- Migrant Seasonal Farmworkers
 - Center for Employment Training
- Veterans
 - State of California Employment Development Department
- Trade Adjustment Assistance Act
 - State of California Employment Development Department
- Community Services Block Grant
 - Community Action Partnership of San Bernardino County
- Housing & Urban Development
 - Housing Authority of the County of San Bernardino
 - LightHouse Social Service Centers
- Unemployment Insurance
 - State of California Employment Development Department
- Temporary Assistance for Needy Families/CalWORKs
 - San Bernardino County Transitional Assistance Department
- YouthBuild
 - Provisional Educational Services, Inc. (PESI)

EXHIBIT “B” | AJCC Partner Program Summary

Below is a brief description of the program each partner of the AJCC System represents.

- The **WIOA Title I** programs are offered through the San Bernardino County Workforce Development Department (WDD). Services provided to adults, dislocated workers and youth (ages 16-24) include, but are not limited to, orientation, WIOA eligibility and intake, individualized assessment, counseling, supportive services, internships, work experience, vocational training, and on the job training. Business services include, but are not limited to recruitments, job fairs, on the job training, lay-off aversion, and Rapid Response.
- The **WIOA Title II** Adult Education and Literacy programs are offered through a number of organizations in San Bernardino County. Services provided to individuals over the age of 18 include, but are not limited to, High School Equivalency (HSE/GED) Test Preparation, English as a Second Language (ESL), High School Diploma, After School Program, Citizenship, Career and Technical Education, Digital Literacy, Financial Aid Assistance, and Tutoring.
- The **WIOA Title III** Wagner-Peyser Act programs are offered through the State of California Employment Development Department. Services to individuals with the legal right to work in the United States include, but are not limited to, orientation, intake, Unemployment Insurance filing assistance, initial assessment, partner referrals, labor exchange/CalJOBS, workshops, typing certificates, California Training Benefits information, bonding assistance and networking clubs.
- The **WIOA Title IV** Vocational Rehabilitation programs are offered through the State of California Department of Rehabilitation. Services provided to individuals with disabilities include, but are not limited to, career assessment, counseling, pre-employment, employment preparation, training, transportation, job placement, and assistive technology.
- **Carl Perkins Career & Technical Education** (CPCTE) is offered through the community colleges and San Bernardino County Superintendent of Schools. Services include, but are not limited to, CTE programs (credit, non-credit, and not-for credit), Regional Occupation Program (ROP), customized not-for-credit training, and course articulation services and training.
- **Title V** Older Americans program is offered through San Bernardino County Department of Aging and Adult Services. Services provided to individuals age 55 and older include, but are not limited to, subsidized work experience/paid training, cash/material aid, community education, housing assistance, legal assistance, transportation, adult day care and senior center activities.
- **Job Corps** is the nation’s largest residential vocational training and education program which is funded by the United States Department of Labor. It is offered through the Inland Empire Job Corps Center. It is of no cost to participants who are between the ages of 16-24 upon entry. Services include, but are not limited to, vocational training, high school diploma attainment, job readiness classes, social skills training, tutoring, recreational activities and peer mentoring.
- **Native American Programs** are offered through the California Indian Manpower Consortium, Inc. Services include, but are not limited to, assessment, job search and placement assistance, dropout prevention, work experience and youth services.

- **Migrant and Seasonal Farmworker** services are offered through the Center for Employment Training to individuals who have worked in the field and meet WIOA 167(i) eligibility requirements. Services include, but are not limited to, training in automotive specialist, green building construction, HVAC technology, welding fabrication, and Electrician (General and Residential).
- **Veterans** program is offered through the State of California Employment Development Department to veterans, eligible spouses and transitional service members. Services include, but are not limited to, outreach, veteran's service navigator assessments, veteran screening, referral to partners and supportive services.
- **Trade Adjustment Assistance Act (TAA)** is offered through the State of California Employment Development Department. Services include, but are not limited to, TAA petitions, TAA orientations, and TAA Rapid Response presentations.
- **Community Services Block Grant** is offered through the Community Action Partnership of San Bernardino.
- **Housing & Urban Development** is offered through LightHouse Social Service Centers and the San Bernardino Housing Authority. Services include, but are not limited to, subsidized rental housing, affordable housing and the housing choice voucher program.
- **Unemployment Insurance** is offered through the State of California Employment Development Department. Services include, but are not limited to, claim information, claim filing assistance and website navigation.
- **Temporary Assistance for Needy Families/CalWORKs** is offered through San Bernardino County Transitional Assistance Department. Services include, but are not limited to, CalWORKs, Welfare to Work, child-care assistance, CalFRESH, Medi-Cal and General Relief.
- **YouthBuild** is offered through PESI. The YouthBuild program is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have dropped out of high school. PESI will provide construction trades training, job sector orientations about jobs throughout the region, re-entry secondary education, case management services, and support services.

EXHIBIT “C” | AJCC Partners Services Chart

Service	General Description
Job Search Assistance	Job search and job placement
WDD, EDD, DOR,	

Service	General Description
Labor Market Information	Information relating to local, regional, and national labor market areas, including— job vacancy listings; information on job skills necessary to obtain vacant jobs; and info relating to local occupations in demand and requirements, and opportunities for advancement
WDD, EDD, TAD, PESI	

Service	General Description
Supportive Services	Assistance with child care, transportation, uniforms, health care, CalFresh, HUD, TANF, etc.
All Providers	

Service	General Description
Information on Unemployment Insurance	UI claim filing assistance; phones direct to UI; RESEA, PJSA, IAW
EDD, CET,	

Service	General Description
Financial Aid Information	Assistance in establishing eligibility for programs of financial aid assistance
WDD,	

Service	General Description
Comprehensive Assessment	Comprehensive Adult Student Assessment System in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
WDD, EDD, DOR, CET, CJUSD,	

Service	General Description
Individual Employment Plan	Identifying the employment goals, achievement objectives, and combination of services for the participant to achieve employment

Service	General Description
Career Planning, Counseling	Coaching, counseling, and career assessment

WDD, EDD, DOR, CET, TAD, DAAS, PESI, CJUSD, LSSC,

Service	General Description
English Language Acquisition	English language proficiency and integrated instruction and training programs.
VVC, CJUHSD	

WDD, EDD, DOR, CET, TAD, DAAS, PESI, CJUSD, LSSC,

Service	General Description
Internships, Work Experience, and Transitional Jobs	Internships and work experience linked to careers. This includes temporary jobs with the goal of preparing individuals for permanent job placement. These are often fully subsidized.
WDD, DAAS, IEJC, TAD, DOR, CET, PESI	

Service	General Description
On the Job Training (OJT)/ Subsidized Employment	Training at a worksite to learn the functions and skillsets for a specific job.
WDD, DAAS, CIMC, IEJC, TAD, DOR, PESI	

Service	General Description
Occupational Skills/Vocational Training	Instructional programs or courses that focus on the skills required for a particular job function or trade
WDD, CHC, PESI, CJUSD,	

Service	General Description
Workforce Preparation Activities	Basic academic skills, critical thinking skills, digital literacy skills, Job readiness, communication skills, and self-management skills.
WDD, EDD, DOR, CAP, CIMC, CHC, PESI, SBCCD, CJUSD,	

Service	General Description
Financial Literacy	Teaching or guiding the ability to understand how money works.
WDD, HA, LSSC, CJUSD, LSSC, CAP	

Service	General Description
Customized Recruitments/Job Fairs	Gatherings of employers seeking qualified candidates.
WDD, EDD, DOR, SBCCD,	

Service	General Description
HR Consultant Services	Business consultants that assist businesses with internal training on things like efficiency.
WDD, EDD	

Service	General Description
Incumbent Worker Training	Training employees to upgrade skill levels to prevent layoffs or create promotional opportunities.
WDD, EDD, DOR, SBCCD,	

Service	General Description
Lay Off Aversion	The strategies and activities that are designed to prevent, or minimize the duration of, unemployment.
WDD, EDD,	

Service	General Description
Clothing Services	Clothing closet.
SBCCD, CAP	

Service	General Description
Food Services	Food bank or pantry.
PESI, SBCCD, CAP,	

Service	General Description
High School Diploma or Equivalent	Including GED
VVC, CJUHSD, CVUSD, FUSD, PESI, CJUSD, CJUHSD,	

Service	General Description
Shower Services	Showers for the community/public showers.
SBCCD, CAP,	

Service	General Description
Senior Services	Services for seniors such as: nutrition services, bus passes, supportive services or caregiver services
DAAS,	

Key

AVUSD	Apple Valley Unified School District
CIMC	California Indian Manpower Consortium, Inc.
CET	Center for Employment Training
CC	Chaffey College
CJUHSD	Chaffey Joint Union High School District – Chaffey Adult School
CVUSD	Chino Valley Unified School District – Chino Valley Adult School
CJUSD	Colton Joint Unified School District
CAP	Community Action Partnership of San Bernardino County
ESNEC	El Sol Neighborhood Education Center
FUSD	Fontana Unified School District – Fontana Adult School
HUSD	Hesperia Unified School District – Hesperia Adult School
HA	Housing Authority of the County of San Bernardino
IEJC	Inland Empire Job Corps
JLHLLC	Jack L. Hill Lifelong Learning Center - San Bernardino Public Library
LSSC	LightHouse Social Service Centers

LVUSD	Lucerne Valley Unified School District - Lucerne Valley Adult Education School
PESI	Provisional Educational Services, Inc. (PESI)
RUSD	Redlands Unified School District – Redlands Adult School
RIUSD	Rialto Unified School District – Rialto Adult School
ICEC	San Bernardino City Unified School District - Inland Career Education Center
	San Bernardino Community College District (on behalf of Economic Development and
SBCCD	Corporate Training, San Bernardino Valley College, and Crafton Hills College)
CHC	Crafton Hills College
DAAS	San Bernardino County Department of Aging and Adult Services
SBCSS	San Bernardino County Superintendent of Schools
TAD	San Bernardino County Transitional Assistance Department
WDD	San Bernardino County Workforce Development Department
SJUSD	Snowline Joint Unified School District
DOR	State of California Department of Rehabilitation
EDD	State of California Employment Development Department
VVC	Victor Valley College
YCJUSD	Yucaipa Calimesa Joint Unified School District – Yucaipa Adult School

EXHIBIT “E” | Infrastructure Budget (applies to co-located partners only)

San Bernardino County Workforce Development Board

Infrastructure Budget for West Valley AJCC

(If applicable as denoted in Section IX.B)

Cost Category/ Line Item	Cost Details	Unit Cost	One -Time Cost Per Cubicle (64 sq. ft.)	Monthly Cost Per Cubicle (64 sq.-)	Monthly Cost Per Co-located Staff Member from Partner	Remarks
Rent						
Base Rent Per 64 sq. ft. Cubicle	Incl. Janitorial, Maintenance and Utilities					Example Monthly Rent @ \$41,416/24,162 sq. = 1.71 per sq. ft.; Share spaces 203.57 sq. ft., ((203.57*64)=267.57*1.71 =457.54))
Security per sq. ft.	Monthly Security Guard @ \$3,171					Example \$3,171/24,162sq. Ft.= \$0.131, 267.57 * \$0.131 = \$35.12 per workstation
	Alarm Service @ \$94					Based on Actual Amount \$94/24162*267.57=\$1.041
One Access Card						One-time cost based on Current ISD charges
Utilities/Maintenance						
Telephone Services Per Person	Monthly costs of Dial Tone and Voice Mail					Based on Current ISD charges
Equipment & Furniture						
One Telephone						One-Time Cost
Copier and Fax Machine Per Month	Monthly Lease incl. maintenance for 2 Color and 1 Black & White Copier					Example Monthly cost of \$1,192.03/42 staff = \$28.38 per collocated staff from partners
One Computer	Desktop Computer set with one monitor and basic accessories					Example New or replacement costs will be billed at the time of purchase @ actual costs
Assistive Technology for Individuals with Disabilities	Equipment Access and Accommodation					Example Anticipated facility enhancement cost is about \$10,593.36 It's useful life is estimated @ 5 years. \$10,593.36 / 60 = \$176.56 per Month, \$176.56/4 partners = \$44.14 per partner. All collocated partners have equal access.
Furniture per cubicle	Incl. workstation and chairs					Example Unit cost \$4,602.27/60 months = \$76.70 per cubicle
	Total Equipment & Furniture					
Technology and Access Costs						
Information Technology Cost Per Month	Network Maintenance, Labor Charges					Example \$571.44/42/12 = \$1.11 per partner staff. Charges will be based on actual ISD bills.
	Total Technology & Access Cost					
Shared Staff - Office Assistant II						
Shared Office Assistant						Pending additional information.
	Total Shared Staff					
	TOTALS					

WDB may increase the infrastructure costs upon written notice to AJCC Partner based upon the actual increase in utility costs, rent cost etc.

Summary of Total Infrastructure Costs to be Shared By Co-located Partner:

	One-Time Cost Per Cubicle	Monthly Cost Per Cubicle Per Staff
Rent Costs	\$ -	\$ -
Utilities/Maintenance	\$ -	\$ -
Equipment & Furniture	\$ -	\$ -
Technology and Access Costs	\$ -	\$ -
Shared Staff Cost	\$ -	\$ -
Total:	\$ -	\$ -

EXHIBIT “E” | Infrastructure Budget (applies to co-located partners only)

San Bernardino County Workforce Development Board

Infrastructure Budget for East Valley AJCC

(If applicable as denoted in Section IX.B)

Cost Category/ Line Item	Cost Details	Unit Cost	One -Time Cost Per Cubicle (64 sq. ft.)	Monthly Cost Per Cubicle (64 sq.-.)	Monthly Cost Per Co-located Staff Member from Partner	Remarks
Rent						
Base Rent Per 64 sq. ft. Cubicle	Incl. Janitorial, Maintenance and Utilities					Example Monthly Rent @ \$53,395/24,000sq. = 2.22 per sq. ft.; Share/Common spaces 9,218.40 sq. ft., Exclusive space 1,131.5 sq. ft., ((9,218.40+1131.5) = 10,350*2.22 = 22,977.00)) monthly cost
Security per sq. ft.	Monthly Security Guard @ \$3,400					Example \$4,762/24,000 sq. Ft.= \$0.198,416,666.666,670 * \$0.142 = \$42.11 per workstation
	Alarm Service @ \$195					Example Amount \$94/24162*267.57=\$1.041
One Access Card						One-time cost based on Current ISD charges
Utilities/Maintenance						
Telephone Services Per Person	Monthly costs of Dial Tone and Voice Mail					Based on Current ISD charges
Equipment & Furniture						
One Telephone						One-Time Cost
Copier and Fax Machine Per Month	Monthly Lease incl. maintenance for 2 Color and 1 Black & White Copier					Example Monthly cost of \$1,192.03/42 staff = \$28.38 per collocated staff from partners
One Computer	Desktop Computer set with one monitor and basic accessories					Example New or replacement costs will be billed at the time of purchase @ actual costs
Assistive Technology for Individuals with Disabilities	Equipment Access and Accommodation					Example Anticipated facility enhancement cost is about \$10,593.36 It's useful life is estimated @ 5 years. \$10,593.36 / 60 = \$176.56 per Month, \$176.56/4 partners = \$44.14 per partner. All colocated partners have equal access.
Furniture per cubicle	Incl. workstation and chairs					Example Unit cost \$4,602.27/60 months = \$76.70 per cubicle
	Total Equipment & Furniture					
Technology and Access Costs						
Information Technology Cost Per Month	Network Maintenance, Labor Charges					Example \$542.87/42/12 = \$1.05 per partner staff. Charges will be based on actual ISD charges.
	Total Technology & Access Cost					
Shared Staff - Office Assistant II						
Shared Office Assistant						Pending additional information.
	Total Shared Staff					
	TOTALS					

WDB may increase the infrastructure costs upon written notice to AJCC Partner based upon the actual increase in utility costs, rent cost etc.

Summary of Total Infrastructure Costs to be Shared By Co-located Partner:

	One-Time Cost Per Cubicle	Monthly Cost Per Cubicle Per Staff
Rent Costs	\$ -	\$ -
Utilities/Maintenance	\$ -	\$ -
Equipment & Furniture	\$ -	\$ -
Technology and Access Costs	\$ -	\$ -
Shared Staff Cost	\$ -	\$ -
Total:	\$ -	\$ -

EXHIBIT “E” | Infrastructure Budget (applies to co-located partners only)

San Bernardino County Workforce Development Board

Infrastructure Budget for High Desert AJCC

(If applicable as denoted in Section IX.B)

Cost Category/ Line Item	Cost Details	Unit Cost	One -Time Cost Per Cubicle (64 sq. ft.)	Monthly Cost Per Cubicle (64 sq.-.)	Monthly Cost Per Co-located Staff Member from Partner	Remarks
Rent						
Base Rent Per 64 sq. ft. Cubicle	Incl. Janitorial, Maintenance and Utilities					Exempl Monthly Rent @ \$17,930/10,346 sq. = 1.73 per sq. ft.; Share spaces 108.3 sq. ft., ((108.3+49)=157.30*1.73 = 272.13))
Security per sq. ft.	Monthly Security Guard @ \$3,125					Example \$4,762/24,000 sq. Ft.= \$0.198,416,666.666,670 * \$0.142 = \$42.11 per workstation
	Alarm Service @ \$96					Example \$96/10,346*157.3=\$1.459
One Access Card						One-time cost based on Current ISD charges
Utilities/Maintenance						
Telephone Services Per Person	Monthly costs of Dial Tone and Voice Mail					Based on Current ISD charges
Equipment & Furniture						
One Telephone						One-Time Cost
Copier and Fax Machine Per Month	Monthly Lease incl. maintenance for 2 Color and 1 Black & White Copier					Example Monthly cost of \$1,192.03/42 staff = \$28.38 per collocated staff from partners
One Computer	Desktop Computer set with one monitor and basic accessories					Example New or replacement costs will be billed at the time of purchase @ actual costs
Assistive Technology for Individuals with Disabilities	Equipment Access and Accommodation					Example Anticipated facility enhancement cost is about \$10,593.36 It's useful life is estimated @ 5 years. \$10,593.36 / 60 = \$176.56 per Month, \$176.56/4 partners = \$44.14 per partner. All collocated partners have equal access.
Furniture per cubicle	Incl. workstation and chairs					Example Unit cost \$4,602.27/60 months = \$76.70 per cubicle
	Total Equipment & Furniture					
Technology and Access Costs						
Information Technology Cost Per Month	Network Maintenance, Labor Charges					Example \$514.30/31/12 = \$1.34 per partner staff. Charges will be based on actual ISD bills.
	Total Technology & Access Cost					
Shared Staff - Office Assistant II						
Shared Office Assistant						Pending additional information.
	Total Shared Staff					
	TOTALS					

WDB may increase the infrastructure costs upon written notice to AJCC Partner based upon the actual increase in utility costs, rent cost etc.

Summary of Total Infrastructure Costs to be Shared By Co-located Partner:

	One-Time Cost Per Cubicle	Monthly Cost Per Cubicle Per Staff
Rent Costs	\$ -	\$ -
Utilities/Maintenance	\$ -	\$ -
Equipment & Furniture	\$ -	\$ -
Technology and Access Costs	\$ -	\$ -
Shared Staff Cost	\$ -	\$ -
Total:	\$ -	\$ -

EXHIBIT “F” | COMBINED CAREER SERVICES BUDGET

WIOA Service Type	T-I Adult	T-I DW	T-I Youth	T-II AEL	T-III WP	T-IV VR	TANF	TECH ED	T-V OAA	JOB CORPS	NATIVE AM	MSF	YOUTHBLI	TAA	COMM ACT	HOUSING	UI	VET	OTHER
Basic Career Services																			
Includes services such as: Eligibility for Services, Outreach, Intake, Orientation, Initial Assessment, Labor Exchange Services, Unemployment Insurance (UI) Information, Financial Aid Information																			
Individual Career Services																			
Includes services such as: Comprehensive Assessment, Career Planning Counseling, Individual Employment Plans, Short-Term Pre-Vocational, Internships and Work Experience, Financial Literacy, English Language Acquisition, High School Diploma																			
Training Activities																			
Includes services such as: Occupational Skills/Vocational Training, OJT/Subsidized Employment, Transitional Jobs, Skill Upgrading, Retraining, Entrepreneurial Training, ABE or ESL in combination with																			
Business Services																			
Includes services such as: Incumbent Worker Training, Private Sector Training, Customized Training																			
Total																			

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

August 12, 2025

FROM

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

SUBJECT

Project Gateway PBV HAP Contract Extension with Ontario Housing Authority

RECOMMENDATION(S)

1. Approve a contract extension for the Project-Based Voucher Program Housing Assistance Payments Contract with Ontario Housing Authority for 12 scattered site units for the Project Gateway Continuum of Care program, for an additional five-year period from October 1, 2026 through September 30, 3031.
2. Authorize and direct the Executive Director to execute and deliver the contract extension to Ontario Housing Authority, 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 our 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 Contract (Contract) will have no additional financial impact to the Housing Authority of the County of San Bernardino's (HACSB) annual budget as the payments coinciding with these contracts have already been budgeted. The Contract is funded under the Continuum of Care (CoC) program, which is administered by HACSB on behalf of the United States Department of Housing and Urban Development (HUD).

BACKGROUND INFORMATION

HACSB administers four CoC grants. These grants provide rental assistance to chronically homeless individuals and families with mental health disabilities. One of the grants provides tenant-based rental assistance to approximately 231 households. The other three grants provide rental assistance at 55 units under Project-Based Voucher contracts. All CoC participants receive case-management services from the County of San Bernardino's Department of Behavioral Health (DBH).

On October 11, 2011, HACSB entered into a 10-year PBV HAP contract with Ontario Housing Authority to provide 12 permanent supportive housing units to the Project Gateway CoC Program. The Ontario Housing Authority provides accessible, safe and sanitary homes under the PBV

contract as well as localized supportive services via its contract with Mercy House Living Centers. DBH provides further intensive case management services and behavioral health services when needed to support the long-term stability of the households.

On June 8, 2021, HACSB authorized a five-year extension of the HAP contract which is set to expire September 30, 2026.

The maximum allowable contract term under CoC regulations is five years. Therefore, the extension of the proposed contract is for an additional five-year period effective October 1, 2026 through September 30, 2031 and is subject to continued funding from HUD.

The State of California requires that a property owner notify residents twelve months prior to the expiration of a HAP Contract if the contract will not be renewed. Therefore, this item is brought to the Board for consideration at least twelve months prior to the end of the Contract term. The PBV program ensures stable, affordable housing for low-income participants. Therefore, the extension of the Contract is appropriate to continue providing affordable housing, and HACSB staff recommends the Board of Commissioners approve the extension to the HAP Contract between Ontario Housing Authority and HACSB.

PROCUREMENT

Not applicable.

ITEM ATTACHMENTS

- Contract –Project Gateway PBV HAP Contract 10.1.2026-9.30.2031

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on July 23, 2025.

**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 e.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.~~
- e. ~~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
-

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

Previous editions are obsolete

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

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

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

Previous editions are obsolete

**HUD 52530B Page - 9 of Part 2
(4/2023)**

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

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

Previous editions are obsolete

**HUD 52530B Page - 10 of Part 2
(4/2023)**

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; RENT TO OWNER; AND DESCRIPTION OF CONTRACT UNITS**

Project Gateway will provide 12 project-based Continuum of Care (CoC) units within the following developments. All the CoC units within the identified developments are floating units. Project Gateway clients will be placed within the following priority of the restricted units within the identified developments: (1) moderate-income; (2) low-income; and (3) very low-income units. The maximum Contract Rents shown below are subject to change annually and reflect an appropriate size family given the unit size. Should a Continuum of Care participant not qualify for the unit size, the Ontario Housing Authority may negotiate the rental amount with the Housing Authority of the County of San Bernardino given a reduced household size. Please note that a myriad of funding sources was used to finance the various developments, and given the different funding sources, the Contract Rents may vary within the identical income restricted units but will not exceed the Contract Rents approved by HACSB.

Address	Income Restrictions	# of units	Number of Bedrooms/Bathrooms	Contract Rent
307 – 311 W. Francis Ave., Ontario	Very Low-Income (50% of AMI)	2	2/1	\$1,687
	Low Income (80% of AMI)	8	2/1	\$1,687
	Moderate Income (120% of AMI)	5	2/1	\$1,687
	Subtotal of Units	15		
209 N. Begonia Ave., Ontario	Very Low-Income (50% of AMI)	1	2/1.5	\$1,699
	Moderate Income (120% of AMI)	3	2/1.5	\$1,699
	Subtotal of Units	4		
216 N. Begonia Ave., Ontario	Very Low-Income (50% of AMI)	2	2/1.75	\$1,699
	Moderate Income (120% of AMI)	2	2/1.75	\$1,699
	Subtotal of Units	4		
217 N. Begonia Ave., Ontario	Low Income (80% of AMI)	4	2/1.75	\$1,699
	Subtotal of Units	4		
222 N. Begonia Ave., Ontario	Very Low-Income (50% of AMI)	1	2/1.5	\$1,699
	Low Income (80% of AMI)	3	2/1.5	\$1,699
	Subtotal of Units	4		
223 N. Begonia Ave., Ontario	Low Income (80% of AMI)	1	2/1.75	\$1,699
	Moderate Income (120% of AMI)	3	2/1.75	\$1,699
	Subtotal of Units	4		
228 N. Begonia Ave., Ontario	Low Income (80% of AMI)	2	2/1.5	\$1,699
	Moderate Income (120% of AMI)	2	2/1.75	\$1,699
	Subtotal of Units	4		
231 N. Begonia Ave., Ontario	Very Low-Income (50% of AMI)	1	2/1.75	\$1,699
	Low Income (80% of AMI)	1	2/1.75	\$1,699
	Moderate Income (120% of AMI)	2	2/1.75	\$1,699
	Subtotal of Units	4		
305 N. Begonia Ave., Ontario	Low Income (80% of AMI)	4	2/1.75	\$1,699
	Subtotal of Units	4		
411 N. Parkside Ave., Ontario	Very Low-Income (50% of AMI)	3	4/2	\$1,450
	Low Income (80% of AMI)	5	4/2	\$1,450
	Subtotal of Units	8		
412 N. Parkside Ave., Ontario	Very Low-Income (50% of AMI)	2	4/2	\$1,450
	Low Income (80% of AMI)	5	4/2	\$1,450
	Subtotal of Units	7		
TOTAL NUMBER OF UNITS AVAILABLE		62		126

EXHIBIT B

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

307 – 311 W. Francis Ave, Ontario.

- Stove/range
- Dishwasher
- Garbage Disposal
- Private backyard or balcony
- Covered parking
- On-site laundry facility

209, 216, 222, 223, 228, 231, and 305 N. Begonia Ave., Ontario

- Stove/range
- Central air conditioning
- 1-car garage

411 – 412 N. Parkside Ave., Ontario

- Stove/range
- Central air conditioning
- Individual backyards

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****307 – 311 W. Francis Ave., Ontario.****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:

- Gas (cooking, space heating, and water heating)
- Electricity (air conditioning and other)

209, 216, 222, 223, 228, 231, and 305 N. Begonia Ave., Ontario**Utilities to be Paid by the Owner Without Charges in Addition to the Rent to Owner:**

- Gas (hot water heating)
- Water
- Sewer
- Trash

Utilities to be Paid by the Tenants:

- Gas (cooking and space heating)
- Electricity (air conditioning and other)

411 – 412 N. Parkside Ave., Ontario**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:

- Gas (cooking, space heating, and water heating)
- Electricity (air conditioning and other)

EXHIBIT D

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

307 – 311 W. Francis Ave, Ontario.

Accessible mailboxes

Grab bars as needed

209, 216, 222, 223, 228, 231, and 305 N. Begonia Ave., Ontario

Accessible mailboxes

Grab bars as needed

411 – 412 N. Parkside Ave., Ontario

Accessible mailboxes

Grab bars as needed

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

August 10, 2025

FROM

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

SUBJECT

Meeting Minutes for the Meeting Held on July 8, 2025

RECOMMENDATION(S)

Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on July 8, 2025.

(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) Meeting took place on July 8, 2025, and attached are the meeting minutes for review and recommended approval by the Board.

ITEM ATTACHMENTS

- Attachment - Meeting Minutes for July 8, 2025

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on July 24, 2025.

**MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS
OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
July 8, 2025**

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 3:00 p.m. on July 8, 2025.

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 Miller
Commissioner Johnson
Commissioner Jain

Also in attendance were Maria Razo, Executive Director; Rishad Mitha, Deputy Executive Director; Kristin Maithonis, Director of Housing Services; Jesse Diaz, Director of Business Services; Angie Lardapide, Procurement and Contracts Supervisor; Lucy Leslie, Director of Housing Communities; John Moore, Director of Development; Shamira Shirley, Management Analyst; Renee Kangas, Sr. Management Analyst; Armando Salazar, Management Analyst; Edgar Sedano, Real Estate Services Specialist; George Silva, Family Empowerment Services Manager; Garrett Dalton, Information Technology Manager; Jennifer Dawson, Director of Administrative Services; Daisy Villalobos, Data Specialist; and Vince Wrzalinski, Housing Services Manager

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

2) Additions or Deletions to the Agenda

Chair Cooper called for additions or deletions to the July 8, 2025, agenda. Executive Director, Maria Razo, requested to have item number 6, the board building presentation, moved up in the agenda to take place before the closed session. Legal Counsel, Fred Galante also requested to have item number 5, the Executive Director's Report, moved after the Consent Calendar items.

3) General Public Comment

Chair Cooper provided an opportunity for members of the public to address the Board of Commissioners. Executive Director Maria Razo shared with the Board a public comment that was submitted via email regarding the termination of funding for the Emergency Housing Voucher program:

“Good evening board members,
I would kindly ask for the Emergency Housing Voucher EHV to continue to be funded. I am a disabled woman with a child and without this program assistance we don't want to be homeless

again. Praying and hoping for the funding to continue. Please take this matter into consideration. We don't want to be homeless again.

Respectfully,
Wendy Soto Alvarez"

6) Board Building Presentation for July 8, 2025

Discussion calendar item number 6, to receive the board building presentation for July 8, 2025 regarding an update of the Housing Authority of the County of San Bernardino's 2025 scholarship program.

Family Empowerment Services Manager, George Silva provided the presentation to the board.

Discussion amongst the Board of Commissioners took place regarding the discussion calendar item number 6. Recipients of the Housing Authority of the County of San Bernardino's 2025 scholarship awards were invited to share their experiences and to take a group photo with members of the Board.

4) Closed Session

Legal Counsel announced that the Board will recess into closed session to discuss item number 4, Conference with Labor Negotiators concerning employee organization Teamsters Local 1932 with the agency negotiator Jennifer Dawson, Director of Administrative Services.

Meeting adjourned to closed session at 3:17 pm.

Meeting called back to order at 5:04 pm. Following closed session, Legal Counsel reported that the Board met in closed session on agenda item number 4, Conference with Labor Negotiators concerning employee organization Teamsters Local 1932, the Board discussed the item, provided direction to agency negotiator Jennifer Dawson, Director of Administrative Services and that no further reportable action was taken.

7) Annual Human Resources Report on Job Vacancies & Recruitment and Retention Efforts.

Discussion calendar item number 7, to receive the annual Human Resources Report on Job Vacancies & Recruitment and Retention Efforts, was requested.

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

Legal Counsel specified that no action by the Board was required on this item.

8) Adoption of Resolution No. 212 to approve and adopt: a. The Fiscal Year 2025-26 Consolidated Annual Budget including operating transfers in/out. b. The Fiscal Year 2025-26 Public Housing Annual Budget including operating transfers in/out. c. Any changes to

the Consolidated Annual Budget or the Public Housing Annual Budget that the Board of Commissioners may direct.

Discussion calendar item number 8, to adopt Resolution No. 212 to approve and adopt: a. The Fiscal Year 2025-26 Consolidated Annual Budget including operating transfers in/out. b. The Fiscal Year 2025-26 Public Housing Annual Budget including operating transfers in/out. c. Any changes to the Consolidated Annual Budget or the Public Housing Annual Budget that the Board of Commissioners, was requested.

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

Ayes

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

Nays

9) Adoption of Resolution No. 213: a. Approving the Housing Authority of the County of San Bernardino's Annual Moving to Work Plan for Fiscal Year 2025-2026. b. Approving the Annual Moving to Work Plan Certifications of Compliance to Regulations with the United States Department of Housing and Urban Development.

Discussion calendar item number 9, to adopt Resolution No. 213: a. Approving the Housing Authority of the County of San Bernardino's Annual Moving to Work Plan for Fiscal Year 2025-2026. b. Approving the Annual Moving to Work Plan Certifications of Compliance to Regulations with the United States Department of Housing and Urban Development, was requested.

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

Ayes

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

Nays

10) Authorization for the Executive Director to approve the updated lease agreement with Echo SB, LLC for Echo Apartments located at 505 E. Rialto Ave, San Bernardino, CA.

Discussion calendar item number 10, to authorize the Executive Director to approve the updated lease agreement with Echo SB, LLC for Echo Apartments located at 505 E. Rialto Ave, San Bernardino, CA, was requested.

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

Ayes

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

Nays

11) Approval of Amendment No. 1 to Contract No. PC1297, effective October 1, 2025, with Potomac Partners DC increasing the current contract by \$156,000 for a total not to exceed \$624,000 through September 30, 2026.

Discussion calendar item number 11, to approve Amendment No. 1 to Contract No. PC1297, effective October 1, 2025, with Potomac Partners DC increasing the current contract by \$156,000 for a total not to exceed \$624,000 through September 30, 2026, was requested.

Commissioner Johnson moved to approve discussion calendar item number 11, as recommended by staff and Commissioner Miller seconded the motion. Upon the roll call vote, the Ayes and Nays were as follows:

Ayes

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

Nays

12) Approval of Contract No. PC1426, effective August 1, 2025, with Reliant Asset Management Solutions for Property Management Services for a two-year base period through July 31, 2027, with three single or multiple year options to extend through July 31, 2030.

Discussion of calendar item number 12, to approve Contract No. PC1426, effective August 1, 2025, with Reliant Asset Management Solutions for Property Management Services for a two-year base period through July 31, 2027, with three single or multiple year options to extend through July 31, 2030, was requested.

Commissioner Miller moved to approve discussion calendar item number 12, as recommended by staff and Commissioner MacDuff seconded the motion. Upon roll call vote, the Ayes and Nays were as follows:

Ayes

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

Nays

13) Approval of a non-financial Memorandum of Understanding with Inland Empire Health Plan to co-locate program services at the Community Wellness Center in Victorville, effective through December 31, 2029.

Discussion calendar item number 13, to approve a non-financial Memorandum of Understanding with Inland Empire Health Plan to co-locate program services at the Community Wellness Center in Victorville, effective through December 31, 2029, was requested.

Commissioner Miller moved to approve discussion calendar item number 13, as recommended by staff and Commissioner MacDuff seconded the motion. Upon roll call vote, the Ayes and Nays were as follows:

Ayes

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

Nays

14) Approval of a Memorandum of Understanding with County of San Bernardino Department of Behavioral Health for supportive services for the Mainstream Voucher Program for five years effective September 1, 2025 through August 31, 2030.

Discussion calendar item number 14, to approve a Memorandum of Understanding with County of San Bernardino Department of Behavioral Health for supportive services for the Mainstream Voucher Program for five years effective September 1, 2025 through August 31, 2030, was requested.

Commissioner Johnson moved to approve discussion calendar item number 14, as recommended by staff and Commissioner Miller seconded the motion. Upon roll call vote, the Ayes and Nays were as follows:

Ayes

Nays

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

15, 16 and 17) Consent Calendar

Approval of the consent calendar including agenda item numbers 15-17 was requested.

Commissioner Johnson moved to approve consent calendar agenda item numbers 15-17,

15) 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 June 10, 2025.

16) Approve and file agency-wide financial statements through March 2025.

17) Approve the expensing of vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of April 2025.

The motion was duly seconded by Commissioner Jain.

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

<u>Ayes</u>	<u>Nays</u>	<u>Abstain</u>
Chair Cooper		
Vice-Chair MacDuff		
Commissioner Miller		
Commissioner Johnson		
Commissioner Jain		

5) Executive Director's Report

The Executive Director's Report was requested.

Executive Director, Maria Razo, provided the Executive Director's Report.

Discussion amongst the Board of Commissioners took place regarding the Executive Director's Report for July 8, 2025.

There being no other business, Commissioner MacDuff moved for the regular meeting of Tuesday, July 8, 2025, to be adjourned, and which motion was duly seconded by Commissioner Johnson. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 5:25 p.m.

Minutes of the Regular Meeting of the Board of Commissioners of the Housing Authority of the
County of San Bernardino for July 8, 2025

Page 7

Beau Cooper, Chair

Cassie MacDuff, Vice Chair

Sid Jain

Sylvia Miller

Tim Johnson

Michael Thomas (absent)

Attest:

Secretary

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

August 12, 2025

FROM

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

SUBJECT

Agency-Wide Financial Statements Through April 2025

RECOMMENDATION(S)

Approve and file agency-wide financial statements through April 2025.
(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) fiscal year-to-date agency-wide net gain through April 2025 is \$92,880. This reason for a net gain rather than the budgeted net loss of (\$3,411,061) is due to the drawdown HUD held reserves.

Furthermore, the net gain is \$3,411,061 more than the anticipated projection for the following reasons:

The HCV program received \$7.6 million more in Housing Assistance Payment (HAP) funding from HUD when compared to the budgeted amount. As described below, HACSB expects to receive all HAP funds that were awarded, but the actual funds that are received are based on prior months' HAP expenses. This causes a variance between the amount of funding budgeted and the amount received.

- An annual reconciliation between the amount of HAP funding received and the amount that should have been received is performed by HUD and HACSB. This reconciliation determines the difference between the authorized funding amount and the actual funding received.
 - If the authorized funding exceeds the amount that HACSB received, the difference is deposited into a restricted HUD Held Reserve (HHR) account which can be used for future eligible expenses, with HUD's approval.
 - If the funds HACSB receives are more than the authorized funding amount, a withdrawal is made from HHR.
- Conversely, the HCV program experienced an increase in HAP costs in the amount of \$4.2 million. This was mainly due to rent increases by landlords and participants moving to different homes. 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 HUD held reserves.

- The tenant income was \$1.9 million higher than the budgeted amount, mostly due to an increase in rental income. This rental income increase is due to rent increases and an increase in the portion that voucher holders pay.
- Physical needs work was \$2.1 million less than budgeted. This amount is reflected in the extraordinary maintenance line on the financial statements, and the variance is due to some projects not commencing due to staff shortages. Health and Safety items continue to get priority.
- The total amount of Other Income revenue is \$1.7 lower than the budgeted \$5.8 million. This is due to a delay in the residual receipts calculation for 2024. This calculation is for our affiliate, Housing Partners I, Inc and we expect that this calculation will be done by the end of the fiscal year.
- Depreciation expenses are not budgeted and amount to \$2.8 million. This is not a cash transaction and is based on the accrual accounting procedures required by GAAP that reduce the value of fixed assets over time. Non-cash transactions like depreciation are important and required as they impact an agency's financial statements, but not its cash flow.

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 2025 YTD
Revenues	\$150,510,159
Expenses	\$(147,615,630)
Operating Net Income/(Loss)	\$2,894,529
Operating Transfers/Non-Operating Items	\$(2,801,649)
Net Income/(Loss)	\$ 92,880

BACKGROUND INFORMATION

HACSB is the largest provider of affordable housing in San Bernardino County, administering multiple housing programs, including the Housing Choice Voucher (HCV) program and operating various multi-family property portfolios. The HCV program provides tenant-based subsidies, enabling low-income families to afford safe, quality housing in the private market, complementing our portfolio of physical units. The FFY 2024-25 budget and financial operations align with HACSB's vision, mission, Strategic Plan, and MTW Annual Plans, supporting affordable housing and community development across the county. 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 the best practice to apprise HACSB's Board of Commissioners on the agency's financial position, HACSB is presenting the financial statements monthly.

PROCUREMENT

Not applicable.

ITEM ATTACHMENTS

- Attachment – Consolidated Budget to Actuals 4.2025

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on July 23, 2025.

HACSB Budget Comparison

Period = Oct 2024-Apr 2025

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	21,437,578	19,685,628	1,751,950	8.90	33,745,895
Total Other Tenant Income	499,446	348,650	150,796	43.25	595,147
NET TENANT INCOME	21,937,024	20,034,277	1,902,746	9.50	34,341,043
GRANT INCOME					
TOTAL GRANT INCOME	124,456,325	114,864,854	9,591,470	8.35	196,976,041
OTHER INCOME					
TOTAL OTHER INCOME	4,116,810	5,815,596	-1,698,786	-29.21	9,007,913
TOTAL INCOME	150,510,159	140,714,728	9,795,430	6.96	240,324,996
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	7,845,669	5,821,655	-2,024,014	-34.77	10,044,842
ADMINISTRATIVE					
Total Administrative Salaries	9,841,467	10,419,299	577,832	5.55	18,659,130
Total Legal Expense	366,019	378,399	12,381	3.27	648,657
Total Other Admin Expenses	4,242,954	4,902,641	659,688	13.46	8,444,201
Total Miscellaneous Admin Expenses	1,895,602	2,060,826	165,224	8.02	3,097,127
TOTAL ADMINISTRATIVE EXPENSES	16,346,041	17,761,166	1,415,125	7.97	30,849,115
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	36,567	103,554	66,987	64.69	179,867
UTILITIES					
TOTAL UTILITY EXPENSES	2,686,769	2,813,811	127,042	4.51	4,839,943
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	2,390,792	2,256,888	-133,903	-5.93	3,982,483
Total Materials	825,821	673,051	-152,770	-22.70	1,152,934
Total Contract Costs	3,113,366	2,660,087	-453,279	-17.04	4,558,556
TOTAL MAINTENANCE EXPENSES	6,329,979	5,590,027	-739,952	-13.24	9,693,972
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	1,759,140	1,440,184	-318,956	-22.15	2,394,281
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	2,146,665	4,290,961	2,144,296	49.97	6,583,396
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	109,253,223	105,091,004	-4,162,219	-3.96	180,156,007
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	1,211,576	1,213,427	1,851	0.15	2,087,990
TOTAL OPERATING EXPENSES	147,615,630	144,125,789	-3,489,841	-2.42	246,829,414
OPERATING NET INCOME	2,894,529	-3,411,061	6,305,590	184.86	-6,504,418
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	2,801,649	0	-2,801,649	N/A	0
NET INCOME	92,880	-3,411,061	3,503,941	102.72	-6,504,418

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

August 12, 2025

FROM

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

SUBJECT

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss for the Month of May 2025

RECOMMENDATION(S)

Approve the expensing of vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of May 2025.

(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 May 31, 2025, is \$31,115.01. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in its annual budget. The true expense is reported after board approval.

SUMMARY FOR HACSB- Authority Owned Properties		
PROPERTY	NO. VACATED	TOTAL
402 - Summit Place	0	-
408 - Sunrise Vista	2	554.00
409 - Andalusia	2	2,613.00
421 - A Avenue	1	723.00
430000 - Canyon Villa	1	3,496.00
437 - Sunset Gardens	1	408.00
481121 - Waterman Gardens Scattered Sites	1	-
481131- Maplewood Scattered Sites	1	3,545.00
481150 - Redlands	1	355.00
490 - Northport	1	7,883.00
Concessions Write Off	0	-
TOTAL RENT WRITE OFF	11	19,577.00
Miscellaneous Charges		711.00
Maintenance Charges		20,870.51
Legal Charges		2,464.50
Security Deposits Applied		(12,508.00)
NET TOTAL WRITE OFF		31,115.01

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss
for the Month of May 2025
August 12, 2025

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, the 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 (May 1 – May 31, 2025) are primarily for voluntary move-outs and evictions.

PROCUREMENT

Not applicable

ITEM ATTACHMENTS

- Attachment – AOP Vacated Accounts

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on July 24, 2025.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 05/31/25

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	C	D							(2,023.80)		(2,023.80)		(2,023.80)
							-				-		-
TOTALS:						-	-	-	(2,023.80)	-	(2,023.80)	-	(2,023.80)
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Collection on bad debt												

408 - Sunrise Vista													
	2	R	T							(670.80)		(670.80)	(670.80)
	3	J	D		E	1,400.00	482.00			2,243.00	-	2,725.00	400.00 2,325.00
	4	S	D		S	1,400.00	72.00			1,704.00		1,776.00	400.00 1,376.00
								-		-	-	-	-
TOTALS:						554.00		-	-	3,276.20	-	3,830.20	800.00 3,030.20
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date			
2	Collection on bad debt												
3	Notice to quit	04/28/25	Hand	N/A	N/A	N/A	N/A		N/A	05/05/25			
4	Skip									05/09/25			

409 - Andalusia														
	5	R	K		T	2,338.00	963.00		25.00	726.00		1,714.00	799.00	915.00
	6	P	R		T	1,769.00	1,650.00		225.00	280.00	95.00	2,250.00	1,800.00	450.00
												-		-
TOTALS:						2,613.00		-	250.00	1,006.00	95.00	3,964.00	2,599.00	1,365.00
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date				
5	Notice to pay or quit	05/06/25	Posted	N/A	N/A	N/A		N/A	N/A	05/21/25				
6	Notice to pay or quit	02/06/25	Posted	03/12/25	03/12/25	Y		05/08/25	N/A	05/08/25				

421 - A Avenue													
7	V	H		V	1,550.00	723.00	-	75.00	2,063.15		2,861.15	800.00	2,061.15
							-				-		-
TOTALS:						723.00	-	75.00	2,063.15	-	2,861.15	800.00	2,061.15
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date			
7	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	05/14/25			

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

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 05/31/25

430000 - Canyon Villa													
8	S	L		S	1,673.00	3,496.00	-	-	5,012.00	-	8,508.00	1,673.00	6,835.00
TOTALS:						3,496.00	-	-	5,012.00	-	8,508.00	1,673.00	6,835.00
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
8	Notice to pay or quit	05/20/25	Posted& Mailed	N/A	N/A	N/A	N/A	N/A	N/A		05/21/25		

437 - Sunset Gardens														
9	M	J					-		(400.00)		(400.00)	(400.00)		
10	M	W		V	1,750.00	408.00			1,920.00		2,328.00	1,750.00	578.00	
							-				-		-	
TOTALS:						408.00		-	-	1,520.00	-	1,928.00	1,750.00	178.00
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			
9	Payment on bad debt													
10	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A		05/07/25			

481121 - Waterman Gardens Scattered												
11	M	K		V	1,468.00	-	-	1,892.07		1,892.07	965.00	927.07
										-		-
					TOTALS:	-	-	1,892.07	-	1,892.07	965.00	927.07
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		
11	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A	04/30/25		

481131- Maplewood Scatered Sites													
12 H		J		E	1,803.00	3,545.00		136.00	2,554.00	869.50	7,104.50	950.00	6,154.50
TOTALS:					3,545.00	-	136.00	2,554.00	869.50	7,104.50	950.00	6,154.50	
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		
12	Notice to pay or quit	02/06/25	Posted	03/12/25	N/A	N/A		N/A	N/A		04/09/25		

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

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 05/31/25

481150 - Redlands													
13	W	L		V	367.00	355.00		50.00	1,295.00	-	1,700.00	1,271.00	429.00
TOTALS:						355.00	-	50.00	1,295.00	-	1,700.00	1,271.00	429.00
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		
13	N/A	N/A	N/A	N/A	N/A	N/A		N/A	N/A		N/A		

490 - Northport													
14	L	L		E	1,700.00	7,883.00		200.00	4,275.89	1,500.00	13,858.89	1,700.00	12,158.89
TOTALS:						7,883.00	-	200.00	4,275.89	1,500.00	13,858.89	1,700.00	12,158.89
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		
14	Notice to pay or quit	01/08/25	Posted	02/07/25	02/11/25	N			05/20/25		05/20/25		

ALL PROPERTY TOTALS:						19,577.00	-	711.00	20,870.51	2,464.50	43,623.01	12,508.00	31,115.01
----------------------	--	--	--	--	--	-----------	---	--------	-----------	----------	-----------	-----------	-----------

Submitted by:

Date:

Reviewed by:

Date:

*Reasons:

E=Eviction

S=Skip

V=Voluntary T=Terminated Tenancy

**Unpaid Misc.: D=Deceased

Stipulated agreements for rent, maintenance charges, late charges, etc.

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

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

August 12, 2025

FROM

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

SUBJECT

Collection Losses for Delinquent Accounts of Housing Services Programs through the month of July 2025.

RECOMMENDATION(S)

Approve the write-off of delinquent accounts for the Housing Services Programs as collection losses for the month of July 2025.

(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 write-off of these accounts receivable for July 2025 is \$6,667.00. Each year, the Housing Authority of the County of San Bernardino budgets for these types of write-offs as a provision for bad debt.

BACKGROUND INFORMATION

The Housing Authority of the County of San Bernardino (HACSB or Housing Authority) maintains repayment agreements with participating tenants and collections efforts with landlords in line with HUD regulations. The tenant repayment agreements are the result of unreported income or unauthorized household members, and the landlord collections are typically due to Housing Assistance Payments being paid after an assisted tenant vacated the premises without notice. When a tenant or landlord leaves program participation owing money to HACSB, the Housing Authority continues collection efforts. If collection efforts fail, the debt is referred to the collection agency, and tenant debts are reported to the U.S. Department of Housing and Urban Development's (HUD's) debts owed system. Housing authorities have access to HUD's debts owed system to identify applicants who owe money to other housing authorities. Repayment of the debt is a condition of admission to the program.

As a part of the collection process, Board of Commissioners (Board) approval is needed prior to submitting delinquent accounts to the collection agency on an as needed basis. This is consistent with the procedures followed for vacated tenant accounts for the Authority Owned Portfolio.

All the debts listed are from former program participants where the Housing Authority's efforts to collect the remaining balances were unsuccessful. The total write-off for tenant participants as of July 2025 is \$6,667.00. This figure represents past tenants who entered into repayment agreements but whose balances remain uncollected. These accounts will be referred to a collection agency for further debt collection efforts. Attached is a report that itemizes the individual accounts.

Collection Losses for Delinquent Accounts of Housing Services Programs for the month of July 2025.

August 12, 2025

PROCUREMENT

Not applicable

ITEM ATTACHMENTS

- Attachment – Housing Services Collection Loss Report

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on July 24, 2025.

Housing Authority of the County of San Bernardino
COLLECTION WRITE-OFFS: HOUSING SERVICES PROGRAMS

Former Program Participants

Program	Tenant Code	Last Name	First Name	TPA#	Start Month	Total Repayment Amount	Total Amount Received	Total Remaining	Status	Delinquency Date	Tenant Status
310300 - MTW Program											
310300		C	G	583	Jun-18	\$ 3,766.00	\$ -	\$ 3,766.00	Delinquent	12/2019	Past
310300		F	L	629	Nov-18	\$ 2,481.00	\$ -	\$ 2,481.00	Delinquent	12/2019	Past
310300		S	B	535	Nov-17	\$ 2,362.00	\$ 1,942.00	\$ 420.00	Delinquent	12/2019	Past