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

TO BE HELD AT 715 EAST BRIER DRIVE
SAN BERNARDINO, CALIFORNIA
November 13, 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 November 13, 2025.
(Page 1)

5) Receive the board building presentation for November 13, 2025, an overview of the Housing Authority of the County of San Bernardino's Moving to Work designation.
(Page 2)

6) Adopt Resolution No. 227 approving revisions to the Admissions and Continued Occupancy Policy governing the Housing Authority of the County of San Bernardino's Public Housing program.
(Pages 3-17)

7) Adopt Resolution No. 228 approving revisions to the Housing Authority of the County of San Bernardino Conflict-of-Interest Code pursuant to the Political Reform Act of 1974.
(Pages 18-26)

8) Approve Contract No. PC1441 with Aleshire & Wynder, LLP for General Legal Counsel Services for an amount not to exceed $320,000 for a two-year base period beginning December 9, 2025, through December 8, 2027, with three single or multiple year options to extend the contract until no later than December 8, 2030.
(Pages 27-51)

CONSENT CALENDAR

APPROVAL OF CONSENT ITEMS: 9-11

9) Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on October 14, 2025. (Pages 52-59)

10) Approve and file agency-wide financial statements through July 2025.(Pages 60-62)

11) Approve the expense of uncollectable vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of August 2025. (Pages 63-67)

CLOSED SESSION

12) CONFERENCE WITH LEGAL COUNSEL--EXISTING LITIGATION
Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9
Name of case: Kavonne Babbitt, et al. v. Housing Authority of the County of San Bernardino (San Bernardino Superior Court Case No. CIVSB2424086)

13) Individual board member comments

14) Adjourn

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

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

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

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

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

November 13, 2025

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

SUBJECT
Executive Director's Report for November 13, 2025

RECOMMENDATION(S)
Receive the Executive Director's Report for November 13, 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 October 26, 2025.

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

November 13, 2025

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

SUBJECT
Board Building Presentation for November 13, 2025

RECOMMENDATION(S)
Receive the board building presentation for November 13, 2025, an overview of the Housing Authority of the County of San Bernardino's Moving to Work designation.
(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 MTW designation.

PROCUREMENT
Not applicable.

ITEM ATTACHMENTS
Not applicable.

REVIEW BY OTHERS
This item has been reviewed by General Legal Counsel, Fred Galante, on October 26, 2025.

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

November 13, 2025

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

SUBJECT
Revisions to the Admissions and Continued Occupancy Policy of the Housing Authority of the County of San Bernardino

RECOMMENDATION(S)
Adopt Resolution No. 227 approving revisions to the Admissions and Continued Occupancy Policy governing the Housing Authority of the County of San Bernardino's Public Housing program.
(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 the proposed revisions to the Admissions and Continued Occupancy Policy (ACOP) will have no material impact to the Housing Authority of the County of San Bernardino's (HACSB) FY25 budget.

BACKGROUND INFORMATION
HACSB's ACOP outlines the adopted policies that govern the Public Housing program. This program provides rental subsidies for low-income families leasing. The ACOP is required of all housing authorities administering the Public Housing program and is reviewed and updated as needed to maintain compliance with Public and Indian Housing Notices (PIH), Federal Register Notices as issued by the United States Department of Housing and Urban Development (HUD), and HACSB's Moving to Work (MTW) activities.

The primary reasons for revising the ACOP are to incorporate changes to Moving to Work activities in the 2025 MTW Annual Plan, Amendment 1 and non-significant changes to activities in the 2026 MTW Annual Plan. Other revisions have been made throughout the ACOP plan to promote consistent application of policies and procedures. Since the ACOP is continuously reviewed for compliance and efficiency, HACSB staff take the opportunity to make minor changes when material changes are brought to the board. Attached is a table summarizing the proposed revision along with the corresponding sections from the ACOP with the redline changes.

The 2025 MTW Annual Plan, Amendment 1 contained major changes to two activities: Minimum Rent and Streamlined Lease Assistance for Elderly/Disabled. The changes made to the Streamlined Lease Assistance was modified to tier participants from the 24% rent calculation to the 30% rent calculation over a two-year period. Additionally, a 36% rent calculation is to be applied to new admissions. Staff proposes to tier participants to 27% on July 1, 2026, and to 30%

on July 1, 2027. New admissions on or after January 1, 2026, would be calculated at the 36% tier. Customers will be notified of the change following Board approval and will receive multiple notifications prior to the effective date.

To ensure alignment with HUD regulations and to promote program efficiency, it is recommended the Board adopt the resolution to approve the proposed changes to the ACOP.

PROCUREMENT
Not applicable.

ITEM ATTACHMENTS
- Resolution No. 227 - RES-BOC-111325 ACOP Revisions
- Attachment 1 – ATT-BOC-111325-Summary of ACOP Changes November 2025
- Attachment 2 – ATT2-BOC-111325-Redline of ACOP Changes November 2025

REVIEW BY OTHERS
This item has been reviewed by General Legal Counsel, Fred Galante, on October 26, 2025.

HOUSING AUTHORITY RESOLUTION NO. 2025-227

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE ADMISSIONS AND CONTINUED OCCUPANCY POLICY GOVERNING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO'S RENTAL ASSISTANCE PROGRAMS

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) is required to maintain an Admissions and Continued Occupancy Policy which outlines regulations and policies necessary to administer the Public Housing program on behalf of the United States Department of Housing and Urban Development (HUD); and

WHEREAS, HUD requires public housing agencies to amend their Admissions and Continued Occupancy Policy to incorporate changes and define policy relative to administration of the Public Housing program; and

WHEREAS, HACSB desires to amend its policies and procedures to incorporate new HUD regulations as well as revise language in other sections.

OPERATIVE PROVISIONS

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

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

Section 2. The Board of Commissioners hereby approves the proposed revisions to the Admissions and Continued Occupancy Policy governing the Housing Authority of the County of San Bernardino's rental assistance programs, attached hereto as Exhibit "A" and incorporated by reference herein.

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

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

AYES:

NOES:

ABSENT:

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

I, __________, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Thursday, November 13, 2025.

____
Secretary

Summary of Admissions and Continued Occupancy Policies Changes, November 13, 2025

Section	Topic	Change
2.1.1.1	Family Types	Clarifies definition of career-able family and household members under Moving to Work (MTW) programs.
2.11.1 & 2.11.2	Program Determination	Reformats section to add language from other areas of the ACOP to provide a comprehensive list in one location.
5.3.1& 5.3.2	Income and Rent Determination	Updates the rent calculation used for the Streamlined Lease Assistance for Elderly/Disabled Families Program based on the approved 2025 Moving to Work Plan, Amendment No. 1, which tiers the families on the 24% rent calculation to 27% and 30% over two years.
5.3.4.1	Permanent Hardship Exemptions	Removes language about the resetting of baseline based on fixed percentages.
13.3	Family Debts to the Housing Authority	Adds language permitting admission of an applicant who was a minor when the household terminated assistance with a debt owed to the Housing Authority. Conversely, an adult member of a former household owing money to the Housing Authority would need to repay the debt before admission.

CHAPTER 2

ELIGIBILITY, DENIAL OF ADMISSION AND INFORMAL REVIEWS

2 Introduction

The HACSB is responsible for ensuring that every individual and family admitted to the affordable housing program meets all program eligibility requirements. This chapter describes definitions of family and household members and basic eligibility criteria.

2.1 Definitions of Family and Household

Some eligibility criteria and program rules vary depending upon the composition of the family. In addition, some requirements apply to the family as a whole and others apply to individual persons who will live in the unit.

2.1.1 Family and Household [24 CFR 5.403 and HUD-50058 IB, p. 13, FR Notice 02/03/12]

The term “family” includes, but is not limited to the following, regardless of actual or perceived sexual orientation, gender identity, or marital status. The terms *family* and *household* have different meanings in the affordable housing program. The applicant must qualify as a family. The Housing Authority defines a family as a single person or a group of persons as described in the following sections on elderly family, disabled family, displaced family, near-elderly family, group of persons and a single person.

The *Household* is a broader term that includes additional people who, with the HACSB’s permission, live in an affordable housing unit, such as live-in aides and guests. [3]

2.1.1.1 Family Types

There are multiple types of families in the affordable housing programs: Elderly families, disabled families, displaced families, near-elderly families, group of persons and a single person. Additionally, the Housing Authority further defines certain families and household members as career-able to appropriately apply Moving to Work Activities.

[3] HACSB’s MTW Activity 5: Simplified Income Determination includes foster children and adults as family members.

Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the HACSB can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)]. Notice requirements related to denying admission to noncitizens are contained in Chapter 13.

2.11 Affordable Housing Program Determination

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

2.11.1 Streamlined ~~Fixed~~ Lease Assistance for Elderly/Disabled Families

All elderly or disabled applicants for affordable housing programs who are selected from the waiting list and admitted after February 1, 2015, including former Upland Housing Authority elderly/disabled waiting list applicants transferred through the HUD approved voluntary transfer on July 1, 2017 will participate in the Streamlined ~~Fixed~~ Lease Assistance for Elderly/Disabled families program.

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

All currently assisted elderly and disabled residents in the Transitional Assistance for MTW Families program who have a recertification effective date of February 1, 2015, or later, will participate in the Streamlined ~~Fixed~~ Lease Assistance for Elderly/Disabled Families program as of their recertification date.

2.11.2 Streamlined ~~Tiered~~ Lease Assistance for Career-~~Focused~~ Able Families

Families that will be assisted under the Streamlined Lease Assistance for Career-able families include:

- All ~~currently assisted~~ non-elderly and non-disabled residents in the Transitional

Subpart J, as the basis of a denial, a copy of the record must precede the notice to deny, with an opportunity for the applicant to dispute the accuracy and relevance of the information before the HACSB can move to deny the application. In addition, a copy of the record must be provided to the subject of the record [24 CFR 5.903(f) and 5.905(d)]. Notice requirements related to denying admission to noncitizens are contained in Chapter 13.

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

All currently assisted elderly and disabled residents in the Transitional Assistance for MTW Families program who have a recertification effective date of February 1, 2015, or later, will participate in the Streamlined ~~Fixed~~ Lease Assistance for Elderly/Disabled Families program as of their recertification date.

2.11.2 Streamlined ~~Tiered~~ Lease Assistance for Career-~~Focused~~ Able Families

Families that will be assisted under the Streamlined Lease Assistance for Career-able families include:

- All ~~currently assisted~~ non-elderly and non-disabled residents in the Transitional

Assistance for MTW Families program who are recertified after February 1, 2015~~, will participate in the Streamlined Tiered Lease Assistance program as of their recertification date, including~~

- ~~F~~former Upland Housing Authority career ~~focused~~ able families transferred through the HUD approved voluntary transfer who are recertified on or after January 1, 2018.
- All non-elderly and non-disabled applicants for affordable housing programs who are selected from the waiting list and admitted after January 1, 2017

~~***2.11.3 Streamlined Fixed Lease Assistance for Career-Focused Families***~~

~~All non-elderly and non-disabled applicants for affordable housing programs who are selected from the waiting list and admitted after January 1, 2017, will participate in the Streamlined Tiered Lease Assistance for Career-Focused Families program. Families who no longer qualify for Streamlined Fixed Lease Assistance for Elderly/Disabled Families after January 1, 2017, will participate in the Streamlined Tiered Lease Assistance for Career-Focused Families program as of their recertification date.~~

2.11.3 ~~11.4~~ Transitional Assistance for MTW Families

Residents in the affordable housing program who received assistance prior to November 1, 2014, and have not yet been recertified as of February 1, 2015, participate in the Transitional Assistance for MTW Families program.

2.12 Informal Review for Applicants [24 CFR 960.208(a)]

Informal reviews are provided for affordable housing applicants to provide a means for an applicant to dispute a determination of ineligibility for admission to a community. An applicant is someone who has applied for admission to the affordable housing program but is not yet a resident in the program. Informal reviews are intended to provide the applicant a means to hear the details of the reasons for rejection, and an opportunity to present evidence to the contrary if available, and to claim mitigating circumstances if possible.

2.12.1 Informal Review Process [24 CFR 960.208(a) and PH Occ GB, p. 58] The HACSB only offers the opportunity of an informal review to applicants who have been determined as ineligible for admission.

(z) Any amounts in an "individual development account" as provided by the Assets for Independence Act, as amended in 2002 (Pub. L. 107-110, 42 U.S.C. 604(h)(4))

(aa) Major disaster and emergency assistance received by individuals and families under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Pub. L. 93-288, as amended) and comparable disaster assistance provided by the States, local government, and disaster assistance organizations (42 U.S.C. 5155(d)). This exclusion also applies to assets

(bb) Assistance received by a household under the Emergency Rental Assistance Program pursuant to the Consolidated Appropriations Act, 2021, and the American Rescue Plan Act of 2021. This exclusion also applies to assets This exclusion also applies to assets

5.2 Adjusted Income

5.2.1 Streamlined Lease Assistance Program

For families participating in the Streamlined Lease Assistance program, there are no adjustments to annual income.

5.3 Calculating Rent

Families participating in the Streamlined Lease Assistance and the Transitional Assistance for MTW Families have their rent calculated differently. This section describes how rent is calculated for both family types.

5.3.1 Streamlined ~~Fixed~~ Lease Assistance for Elderly/Disabled Families

For families initially joining this program on or before December 31, 2018, HACSB will calculate family rent by selecting the ~~largest~~ greater of twenty-four percent (24%) of gross monthly ~~annual~~ income, the baseline rent, or the minimum rent.

Except for families admitted under the Moving On Strategy, the family rent share of the 24% will increase to the greater of 27% of gross monthly income, the baseline rent, or the minimum rent on or about July 1, 2026. On or about July 1, 2027, the family rent share will increase to the greater of 30% gross monthly income, the baseline rent, or the minimum rent.

For families initially joining this program on or after January 1, 2019, (or as soon as practicable thereafter) HACSB will calculate family rent share by selecting the largest of thirty percent (30%) of monthly annual income, the baseline rent, or the minimum rent. ~~The minimum rent is $125 for the Streamlined Fixed Lease Assistance for Elderly/Disabled Families program. Families will no longer have the option to be placed on the flat rent.~~ This also applies to the former Upland Housing Authority (UHA) elderly/disabled families as a result of the voluntary transfer on July 1, 2017 with a recertification date of January 1, 2018, or later; future ACOP references to Streamlined ~~Fixed~~ Lease Assistance families will also apply to these former UHA families.

For new admissions and program redeterminations effective on or after January 1, 2026, the family rent share will be calculated based on the greater of:

1. 36% of gross monthly income,
2. The highest family rent share previously calculated for the family (the baseline rent): or
3. Minimum rent

5.3.2 Streamlined ~~Tiered~~ Lease Assistance for Career-~~Focused~~ Able Families

The Housing Authority will calculate family rent share by selecting the greatest of thirty-six percent (36%) of monthly gross income, the baseline rent, or the minimum rent.[12] The rent tier will be set at thirty-six percent (36%) of monthly gross income. A family rent share may never drop below the highest family rent share amount.

Effective October 1, 2024, the Housing Authority will calculate the tenant rent portion based on the greater of thirty-six percent (36%) of gross monthly income, the minimum rent, or the SLA baseline rent. The Housing Authority ~~will~~ used the family's last reported income information to process a reexamination, ~~which will serve~~ to minimize the

[12] FY 2025 Moving to Work Plan, Amendment 1, included revisions to Activity 22: Streamlined Lease Assistance tiering households on the 24% rent calculation to 27% and 30% over two years except for Moving On participants.

[12] FY 2025 Moving to Work Plan, Amendment 1, included revisions to Activity 22: Streamlined Lease Assistance program changing the rent calculation for newly admitted households to greater of 36% of gross monthly income, the baseline rent or minimum rent.

financial impact to families when the new rent calculation is applied. Additionally, the Housing Authority ~~will~~ provided an automatic six-month deferral for all current participants. Therefore, the new rent tier of 36% ~~will~~ was ~~be~~ applied to current participants and new admissions on or about April 1, 2025.

5.3.2.1 Calculation of Baseline for Streamlined Lease Assistance Programs The family's baseline income is set at admission to the program and is based on the annual income calculation policies and income inclusions/exclusions in effect at the time that the baseline was set. The baseline income will only be reset if the family qualifies for a permanent hardship exemption, is transferred from one program to another, such as from SLA to TLA, or as an income correction due to the family's failure to report income at admission.

5.3.3 Streamlined Fixed Lease Assistance for Career-Focused Families Program

The Housing Authority will calculate family rent by selecting the greatest of thirty-six percent (36%) of monthly gross income, the baseline rent, or the minimum rent.

5.3.4 Hardship Exemption Criteria for Streamlined Lease Assistance Programs

HACSB recognizes that under some circumstances, families may experience a hardship that makes it challenging to pay the applicable rent under the Streamlined Lease Assistance Program. Hardship exemption criteria have been developed for all families that see a significant increase in their portion as a direct result of the SLA calculation at initial implementation of the activity or experience certain expenses or losses of income while participating in the program. In order for families to be eligible for a hardship exemption, they must make their request for a hardship exemption in writing and be in compliance with all program rules and regulations. The request for hardship exemption must come no later than 60 days after the change in circumstances. Families also must provide all supporting documents regarding their case and all requests for hardship exemption will be reviewed by the Hardship Review Committee. After the committee has evaluated the family's request, they will determine if the family qualifies for a temporary or permanent hardship exemption. The following sections describe the types of hardship exemptions that may be granted. All non-elderly/non-disabled households approved for a temporary hardship exemption will be required to participate in the Career Development Initiatives case management activities.

5.3.4.1 Permanent Hardship Exemptions

A permanent hardship exemption may be approved for the following reasons:

- the family experiences a death of a household member with income;
- any income-earning member of the assisted family no longer remains in the unit;

- An elderly or disabled household experiences a permanent loss of income.
- Unforeseen and involuntary permanent loss of income for a family member under the age of 18.

If a permanent hardship exemption has been approved, HACSB will reset the family's previous highest rent share (the "baseline rent") by recalculating the family's income and applying the applicable rent percentage. ~~For example, for families participating in the Streamlined Fixed Lease Assistance for Elderly/Disabled Families program, the new monthly income will be multiplied by twenty-four percent (24%) to determine the new monthly rent share. For families participating in the Streamlined Tiered Lease Assistance for Career-Focused Families program, the new monthly income will be multiplied by the most recent tiered rent percentage established at recertification to determine the new monthly rent share.~~

5.3.4.2 Temporary Hardship Exemptions

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

Temporary Hardship Reason	Temporary Hardship Exemption Relief
Unforeseen involuntary loss of employment or unforeseen loss of income due to major	Family's income will be recalculated and for 6 months the family's rent will be based upon most recent percentage established at recertification or the minimum rent, whichever is higher. HACSB will provide a 60 day notice that the rent will
illness as determined by a medical professional.	revert to the previous rent amount at the end of the 6 months. The family's income will not be re-reviewed until the next recertification. The 6 month exemption period can be extended another 6 months if the length of the illness is longer than the initial 6 months.

Significant medical expenses over $2,500 for single medical event for ~~Streamlined Fixed~~SLA Elderly/Disabled families only. Health and medical expenses are defined in 6.4.3.2	Family's income will be recalculated at a 5% reduction to the fixed percentage and for 6 months the family's rent will be based upon that percentage or the minimum rent, whichever is higher.
Unforeseen involuntary permanent loss of income for an adult family member who is attending high school.	Family's income will be recalculated and for 6 months the family's rent will be based upon most recent percentage established at recertification or the minimum rent, whichever is higher. HACSB will provide a 60 day notice that the rent will revert to the previous rent amount at the end of the 6 months. The family's income will not be re-reviewed until the next recertification.

If the temporary hardship is due to loss of income, the income of the family member, who experienced the income loss, will be removed from the family income, and the rent amount will be based on the remaining family income. Because the family is not required to report interim income changes, the source of income to be removed under the hardship exemption may differ from the reported income change. At the end of the six month exemption period, the income that had been removed will be added back to the family income and will not be recalculated.

For example, the last reported income may have been self-employment of $1,000 per month. However, since the last recertification the family member ended self-employment and started receiving a regular wage of $2,000 per month. This interim change was not required to be reported by the family. Now, the family is reporting an unforeseen involuntary loss of employment. The hardship exemption would remove the $1,000 per month self-employment from the family income, and after six months the $1000 would be added back to the family income.

5.3.4.3 Pre-Implementation Hardship Exemptions

Prior to implementation of the Streamlined Lease Assistance programs, HACSB conducted a detailed data analysis. As part of that data analysis, certain households were determined to be likely to experience a disproportionate impact as the result of the implementation. This temporary hardship exemption would allow the family to maintain their previous total family rent share for up to six (6) months. HACSB would send a sixty

The affordable housing maximum rent is based on value of the 95th percentile of the total resident payment (TTP) for each resident within the HACSB. HACSB may calculate a maximum rent on either a HACSB- or community wide basis. A separate maximum rent can be provided for each separate community or communities may be combined into logical groups, if appropriate. HUD recommends that a single community basis be avoided for a community unless at least 50 dwelling units are involved.

HACSB may use the “direct comparison” or the “unit distribution” method for establishing the affordable housing maximum rents for each unit size. Appendix H, of Guidebook 7465.G, Restrictions on Assistance to Noncitizens provides detailed guidance on how to establish maximum rents using the methodologies identified above.

The HACSB will recalculate the affordable housing maximum rents on an annual basis and will publicly post the schedule of affordable housing maximum rents in a conspicuous manner in the applicable HACSB community office. The HACSB will maintain records that document how the HACSB determined the 95th percentile of TTP, whether the maximum rent was determined HACSB-wide, community-wide, or with groupings of communities, and the methodology used to determine maximum rents for each unit size.

13.3 Family Debts to HACSB

Any amount due to the Housing Authority by a resident must be repaid by the family. If the resident is unable to repay the debt within 30 days, the Housing Authority may offer to enter into a repayment agreement in accordance with the policies below. If a member of a former resident household was a minor when the assistance was terminated and the family owes a debt to the Housing Authority, the former minor will not be held responsible for paying the family’s debt. However, an adult member of the former resident with a debt owed to the Housing Authority, who applies for assistance or requests to be added to a resident household, will be required to pay the debt before being admitted to the program or added to a resident household.

If the family owes more than $5,000 but less than $10,000, as a result of program fraud, the family may be permitted to remain on the program if the family makes a downpayment that reduces the total owed to $5,000 or less and enters into a repayment agreement.

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

November 13, 2025

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

SUBJECT
Amendment to Housing Authority of the County of San Bernardino Conflict-of-Interest Code

RECOMMENDATION(S)
Adopt Resolution No. 228 approving revisions to the Housing Authority of the County of San Bernardino Conflict-of-Interest Code pursuant to the Political Reform Act of 1974.
(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 is no financial impact associated with this item.

BACKGROUND INFORMATION
The State of California enacted the Political Reform Act of 1974 (Act), Government Code section 81000 et seq., which contains provisions relating to conflicts of interest which potentially affect all offices, employees, and consultants. Pursuant to the Act, the HACSB Board of Commissioners adopted a Conflict-of-Interest (COI) Code of which was last amended on January 14, 2025. Since the last amendment, there have been updates to personnel positions and titles based on the needs of the agency. As a result, the Conflict-of-Interest Code is being amended to accurately reflect staff titles and to add positions that fall within the reporting requirements.

The following position is being removed from the COI Code:
- Rehab Project Manager (position no longer exists)

The following positions are being added to the COI Code:
- Facilities Manager
- Jr. Project Manager

PROCUREMENT
Not applicable.

ITEM ATTACHMENTS
- Resolution No. 228 – Revision of the HACSB COI Code
- Attachment – Redline of revisions to HACSB COI Code

REVIEW BY OTHERS
This item has been reviewed by General Legal Counsel, Fred Galante, on October 26, 2025.

HOUSING AUTHORITY RESOLUTION NO. 2025-228

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING AN AMENDED CONFLICT-OF-INTEREST CODE FOR THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO TO ADD AND AMEND CERTAIN DESIGNATED EMPLOYEES AND OFFICIALS

On November 13, 2025, on motion of Commissioner __________, duly seconded by Commissioner ___________ and carried, the following resolution is adopted by the Board of Commissioners of the Housing Authority of the County of San Bernardino.

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

WHEREAS, the Political Reform Act of 1974, codified in Government Code Section 81000 et seq. (the "Act") requires every local government agency to review its Conflict-of-Interest (COI) Code biennially to determine if it is accurate or needs amending; and

WHEREAS, a review of the Authority's current COI Code indicates the need to add and remove certain positions for filing statements of economic interest and amend disclosure categories; and

WHEREAS, Government Code section 87311 requires the adoption of an amendment to the Authority's COI Code to be done in a manner that gives the public as well as officers, employees, and consultants of the Authority notice and fair opportunity to present their views.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the Housing Authority of the County of San Bernardino, as follows:

Section 1. Recitals. The above recitals are true and correct, and the Board of Commissioners of the Housing Authority of the County of San Bernardino so finds and determines.

Section 2. Amended Conflict of Interest Code Adopted. Section 18730 of Title 2 of California Code of Regulations and any amendments to it duly adopted by the Fair Political Practices Commission and the attached Appendix "A", attached hereto and incorporated by reference shall be the COI Code of the Housing Authority of the County of San Bernardino and all prior versions shall be repealed.

Section 3. Statement of Economic Interests. Employees designated in Appendix A shall file statements of economic interest (Form 700) with the Executive Assistant as the Authority's Filing Officer. The Executive Assistant shall forward the original Form 700s filed by the Board of Commissioners, Executive Director, Deputy Executive Director Authority Counsel, and Financial Consultant to the Fair Political Practices Commission pursuant to Government Code Sections 87200 and following. The Executive Assistant shall retain a copy of all statements of economic interests and make them available for public inspection and production in accordance with Government Code Section 81008.

Section 4. Maintenance of Conflict-of-Interest Code. The Executive Assistant shall maintain at all times at least one copy of the Authority's COI Code for examination by the public and shall cause the filing of such code, or notice thereof, in the manner required by law.

Section 5. 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 Thursday, November 13, 2025.

Secretary

By ______________________________

Housing Authority of the County of San Bernardino
Building Opportunities Together

CONFLICT OF INTEREST CODE

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

(Amended ~~January 14~~November 13, 2025)

The Political Reform Act (Gov. Code § 81000, et seq.), requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. § 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing Regulation 18730 may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Housing Authority of the County of San Bernardino (the "Authority").**

All officials and designated positions required to submit a Statement of Economic Interests shall file their statement with the **Executive Assistant** as the Authority's Filing Officer. The **Executive Assistant** shall retain the originals of such statements. The **Executive Assistant** shall retain the statements of all other designated positions and make the statements available for public inspection and reproduction during regular business hours. (Gov. Code § 81008.)

APPENDIX

CONFLICT OF INTEREST CODE

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

(Amended ~~January 14~~November 13, 2025)

EXHIBIT "A"

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

Authority Officials who manage public investments, as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to Authority's Code, but must file disclosure statements under Government Code section 87200 et seq. [Regs. § 18730(b)(3)] These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments:[1]

Members of the Board of Commissioners for the Housing Authority of the County of San Bernardino

Executive Director

Deputy Executive Director

Financial Consultant

[1] Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

Designated Positions' Title or Function	Disclosure Categories Assigned
Accounting Supervisor	5
Asset Management Analyst	1,2
Asset Management Supervisor	1,2
Assistant Regional Communities Manager	2,5
Director of Administrative Services	2,5
Director of Business Services	2,5
Director of Development	2,3,5
Director of Housing Communities	2,5
Director of Housing Services	2,5
Director of Policy & Communications	2,5
Facilities Manager	2,3,5
Family Empowerment Services Manager	2,5
Finance Manager	1,2
Homeownership Specialist	1,2
Housing Services Manager	2,3,4
Housing Services Supervisor	2,3
Information Technology Manager	2,5
Jr. Project Manager	2,3,5
Legal Counsel	5

Management Analyst	1,2
Procurement & Contracts Supervisor	1,2
Procurement Officer	4
Project Manager Real Estate	2,3,5
Property Manager	2,5
Rehab Project Coordinator	2,3,5
~~Rehab Project Manager~~	~~2, 3, 5~~
Sr. Management Analyst	1,2
Consultants and New Positions[2]	

[2] Individuals providing services as a Consultant defined in Regulation 18701 or in a new position created since this Code was last approved that makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The Executive Director may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written document. (Gov. Code Sec. 82019; FPPC Regulations 18219 and 18734.) The Executive Director's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code Sec. 81008.)

EXHIBIT "B"

The disclosure categories listed below identify the types of economic interests the designated position must disclose for each disclosure category to which he or she is assigned.[3]

CATEGORY 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the Authority.

CATEGORY 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the Authority.

CATEGORY 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the Authority.

CATEGORY 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Authority.

CATEGORY 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the designated position's department, unit, or division.

[3] This Conflict of Interest Code does not require the reporting of gifts from outside this agency's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Reg. 18730.1)

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

November 13, 2025

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

SUBJECT
Contract with Aleshire & Wynder, LLP for General Legal Counsel Services.

RECOMMENDATION(S)
Approve Contract No. PC1441 with Aleshire & Wynder, LLP for General Legal Counsel Services for an amount not to exceed $320,000 for a two-year base period beginning December 9, 2025, through December 8, 2027, with three single or multiple year options to extend the contract until no later than December 8, 2030.
(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 out resources by mobilizing the talents of our community partners.

FINANCIAL IMPACT
This contract is not expected to exceed $320,000 for a two-year base period through December 8, 2027, and is funded by the Housing Authority of the County of San Bernardino's (HACSB) administrative and operations budgets.

BACKGROUND INFORMATION
As a public entity, HACSB requires general legal counsel services that specialize in public agencies and municipalities. The required level of legal expertise includes, but is not limited to, the following areas: public housing authority law; Ralph M. Brown Act; Public Records Act; Political Reform Act; conflicts of interest laws; general public entity and municipal law; California Government Code; public employment labor laws, policies and litigation; preparation, review and adoption of legal opinions, contracts, memoranda of understanding, resolutions and policies; legislative and administrative (regulatory) law, both California and federal, including proposed and enacted legislation; emergency legal services as needed; and attendance at the Board of Commissioners meetings. If approved, Aleshire & Wynder, LLP will provide HACSB the above legal expertise along with the following legal counsel services in the areas of:

- Legal advisor to the Board of Commissioners, Executive Director and/or delegated HACSB staff
- Housing programs
- Asset and Property Management
- Development/Modernization
- Contracting and Procurement
- Legal representation and general legal support
- Personnel and Labor Relations

PROCUREMENT

The Procurement and Contracts Department advertised a "Request for Proposal" (RFP) for General Legal Counsel Services (RFP PC1441) on August 7, 2025, which resulted in the receipt of three (3) proposals. Outreach efforts included email invitations via PlanetBids, our eBidding website to six vendors, posting on the agency's website, and advertising in local newspapers. The proposals were evaluated per the requirements of the RFP, Aleshire & Wynder, LLP was deemed the most responsive, reasonably priced, and determined qualified to provide this service to HACSB.

Responses were received by the deadline from the following organizations:		
Firm:	**Location:**	**Evaluation Score:**
Aleshire & Wynder, LLP	Irvine, CA	292
Best Best & Krieger, LLP	Riverside, CA	250
Ballard Spahr, LLP	Baltimore, MD	249

Based on the responses for these services, which were solicited to an adequate number of sources and in accordance with Title 2 Code of Federal Regulations Part 200, staff recommends awarding a contract for General Legal Counsel Services to Aleshire & Wynder, LLP and authorize and direct the Executive Director to execute and deliver the contract and, upon consultation with legal counsel to approve any non-substantive revisions to complete the transaction.

ITEM ATTACHMENTS

- Contract – CON-BOC-11132025-GENERAL LEGAL COUNSEL

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on October 27, 2025.

LEGAL SERVICES AGREEMENT
FOR GENERAL COUNSEL

THIS LEGAL SERVICES AGREEMENT FOR GENERAL COUNSEL (“Agreement”) is made as of the 9th day of December, 2025 (“Effective Date”), by and between Aleshire & Wynder LLP, a California Limited Liability Partnership (“Attorneys”), and the HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, a California public corporation (“HACSB”).

RECITALS

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

WHEREAS, HACSB issued a Request for Proposals for law firms to provide legal services to HACSB and act as HACSB’s general counsel (“General Counsel”); and

WHEREAS, Attorneys submitted a proposal to provide General Counsel services to HACSB; and

WHEREAS, HACSB has determined that it is in the best interest of HACSB to retain Attorneys to act as HACSB’s General Counsel and Attorneys agree to perform such legal services; and such other matters as may be assigned; and,

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

OPERATIVE PROVISIONS

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

ARTICLE 1. Representation of HACSB.

a. HACSB hereby retains the services of Attorneys to advise, represent and assist in the representation of the HACSB, its officers and employees in the matters referred to above in the fourth recital above, and to provide such other advice, services and representation on other matters as may be assigned by HACSB.

b. Fred Galante is hereby appointed General Counsel for HACSB and Adrian Guerra is appointed Deputy General Counsel for HACSB. General Counsel may, from time to time, assign alternate attorneys employed by Attorneys to perform the legal services set forth in this Agreement. General Counsel and Deputy General Counsel may not be changed by Attorneys without the written approval of HACSB.

c. If Attorneys require assistance from attorneys not associated or affiliated with Attorneys who specialize in a specific field, Attorneys will charge and HACSB agrees to pay the billing rate for those attorneys. Attorneys shall obtain the written consent of Executive Director, including approval as to any billing rates, prior to engaging any attorney not affiliated or associated with Attorneys to provide legal services to HACSB.

d. Attorneys represent and warrant to HACSB that Attorneys and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature legally required to practice their respective professions. Attorneys represent and warrant to HACSB that Attorneys and its employees, agents, any outside counsel shall, at their sole cost and expense, keep in effect at all times during the Term of this Agreement any licenses, permits, and approvals legally required to practice their respective professions. In addition to the foregoing, Attorneys and any outside counsel shall obtain and maintain during the Term of this Agreement any required business licenses from HACSB.

e. It is understood that Attorneys, in Attorneys performance of any and all duties under this Contract, except as otherwise specifically provided in this Contract, have no authority to bind HACSB to any agreements or undertakings.

f. In the performance of all services under this Contract, Attorneys shall be, and acknowledge that Attorneys are, in fact and law, independent contractors and not agents or employees of HACSB. Attorneys have and retain the right to exercise full supervision and control of the manner and methods of providing services to HACSB under this Contract. Attorneys retain full supervision and control over the employment, direction, compensation and discharge of all persons assisting Attorneys in the provision of services under this Contract. With respect to Attorneys' employees, if any, Attorneys shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

ARTICLE 2. Statement of Work. Attorneys shall furnish all labor, materials, tools, equipment, and supervision to perform all work required in the Statement of Work set forth on Exhibit "A", attached hereto and incorporated herein by reference ("Work"). In connection with its performance of the Work, Attorneys shall comply with all of the Contract Documents (as hereinafter defined). The Attorneys shall perform the Work on an as needed basis.

ARTICLE 3. Coordination of Services. Attorneys shall consult with HACSB through the Executive Director concerning all substantive positions and procedural steps to be taken by Attorneys in the course of advice and representation pursuant to this Contract.

ARTICLE 4. Authority of Executive Director. Except as specifically limited herein by HACSB's Board of Commissioners, the Executive Director shall have the authority to exercise all HACSB rights and authority under this Contract.

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

1. Statement of Work, attached hereto as Exhibit "A".
2. Schedule of Fees, attached hereto as Exhibit "B" and incorporated herein by this reference ("Schedule of Fees").
3. Additional General Provisions attached hereto as Exhibit "C" and incorporated herein by this reference.
4. All agreements, representations, warranties, covenants, and certifications of Attorneys made in connection with the procurement of this Agreement.
5. All applicable Federal, State, and Local laws, ordinances and regulations related to this Agreement shall be incorporated herein by this reference.

This Agreement is funded by the U.S. Department of Housing and Urban Development ("HUD"), and is subject to all regulations and requirements for agreements funded by HUD. Federal Regulations may be found at http://www.gpoaccess.gov. State of California regulations may be found at http://www.leginfo.ca.gov.

ARTICLE 6. Time of Completion. Attorneys shall commence work under this Agreement for a two-year base period beginning on December 9, 2025 and shall continue through December 8, 2027, with the option to extend this Agreement for three single-year options, but not later than through December 8, 2030, unless modified or terminated in accordance with Agreement provisions including Article 24.

ARTICLE 7. Price.

a. Unless otherwise specified in the Statement of Work, HACSB agrees to pay Attorneys for the provision of General Counsel Services at the hourly rates as stated in the Schedule of Fees (Exhibit “B”) for a total sum not to exceed $320,000.00 (“Agreement Price”) for the two year base contract period, plus reimbursable costs and expenses as further described hereinafter; in consideration for the Work and the performance by Attorneys of all of its obligations hereunder.

b. Attorneys shall bill for their costs and expenses on a pass-through basis as an advance by Attorneys and without any profit or other mark-up.

c. Reimbursable ordinary costs and expenses shall be limited to:

1. Deposition fees;
2. Transcript fees;
3. Process service;

d. Reimbursable extraordinary costs and expenses shall include charges for which Attorneys have obtained Executive Director’s prior approval. Such expenses shall be limited to:

1. Consultants, investigators and experts, their travel, lodging and meals;
2. Witnesses, their travel, lodging and meals;
3. Attorneys out of local area travel, lodging and meals;
4. Any expense item estimated to equal or exceed Five Hundred dollars ($500.00).

e. Non-reimbursable costs and expenses shall include, but not be limited to:

1. Rent, utilities, word processing, couriers, telephone charges, office supplies, support staff, local area travel, lodging and meal expenses, alcoholic beverages of any kind (beer, wine, etc.), Westlaw, Lexis or other provider charges for legal research, postage, faxes and photocopying/document reproduction costs of any type;

2. Charges for time spent to provide necessary information for monthly billing statements and HACSB audits or billing inquiries; and,

3. Charges for work performed and otherwise reimbursable extraordinary costs and expenses which had not been authorized by HACSB. Such work and costs/expenses shall be a gratuitous effort by Attorneys.

f. The “local area” is defined as any place within fifty (50) miles of any Attorneys’ office and any place within the southern California counties of Imperial, Kern, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura.

ARTICLE 8. Performance of Work. Attorneys shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Attorneys acknowledge that HACSB has the right to review the services performed by Attorneys and may, in its discretion, reject such services as set forth in the Additional Provisions. In the event HACSB rejects any such services, at HACSB’s election: (a) Attorneys shall promptly correct any such deficiencies in the Work, or (b) the deficient Work shall be stricken from this Agreement and Attorneys shall not be paid for such portion of the Work.

Attorneys shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to HACSB under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Attorneys pursuant to this Agreement.

ARTICLE 9. Prior Approval. Unless otherwise instructed by the Executive Director, Attorneys must obtain the prior approval of the Executive Director concerning the following:

a. Retention of any consultant or expert witness to assist with this matter;

b. Making any settlement proposal on HACSB's behalf;

c. Filing any action, response or motion;

d. Scheduling any deposition;

e. Undertaking research of more than twelve (12) hours on any particular issue; and,

f. Any expense item exceeding Five Hundred dollars ($500.00).

ARTICLE 10. Copies of Work Attorneys Will Provide to HACSB. Attorneys must promptly provide the Executive Director with copies of all:

a. Pleadings and legal memoranda prepared in connection with any HACSB matter hereunder;

b. Court rulings; and,

c. Significant correspondence and information related to any HACSB matter hereunder, specifically including, but not limited to responses to HACSB or independent auditors concerning pending or threatened litigation and/or unasserted claims and assessments.

ARTICLE 11. HACSB's Right to Stop Work. HACSB has the right to require Attorneys to stop or suspend Work pursuant to the "Stop Work" provisions of the Additional Provisions.

ARTICLE 12. Conflicts.

a. No Present Conflicts. The Attorneys have no present or contemplated employment that is adverse to HACSB. The Attorneys agree that it shall not represent clients in matters, either litigation or non-litigation, against HACSB. However, the Attorneys may have past and present clients or may have future clients, who, from time to time, may have interests adverse to HACSB and the Attorneys reserves the right to represent such clients in matters not connected with its representation of HACSB.

b. Duty to Disclose Future Conflicts. If a potential conflict of interest arises in the Attorney's representation of two clients, if such conflict is only speculative or minor, Attorneys shall inform HACSB and seek waivers from each client with regards to such representation. However, if real conflicts exist, the Attorneys would withdraw from representing either client in the matter, and assist them in obtaining special counsel.

c. No Conflict in Violation of California Rules of Professional Responsibility. Attorneys may serve other clients, but none whose activities within the corporate limits of HACSB or whose business, regardless of location, would place Attorneys in a "conflict of interest," as that term is defined in the rules of professional responsibility governing Attorney's profession, unless such conflict may be waived by HACSB and HACSB chooses to waive such conflict in writing.

ARTICLE 13. Limit of Engagement. This Agreement does not and shall not be construed to create any partnership or agency whatsoever. Attorneys are an independent contractor of the HACSB and shall not be deemed to be an employee, partner, joint venture, agent or legal representative of HACSB for any purpose, nor shall Attorneys have any authority or power to act for, or to undertake any obligation or responsibility on behalf of, HACSB or corporations affiliated with HACSB, other than as expressly herein provided.

ARTICLE 14. Responsibilities of HACSB. If information, data, or documentation necessary to facilitate Attorneys' performance of the Work is required to be provided by HACSB, HACSB shall provide such information upon request by Attorneys. It is Attorneys' responsibility to determine if any such information is necessary in order to perform its obligations hereunder and to request such information from HACSB in a sufficient amount of time in order for Attorneys to perform the Work hereunder.

ARTICLE 15. Additional Work.

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

b. Nothing herein shall obligate HACSB to utilize Attorneys to perform the Additional Work or in any way limit HACSB's rights to utilize third parties to perform or assist in performing the Additional Work. In no event shall Attorneys commence performance of the Additional Work until it has received written consent executed by a duly authorized representative of HACSB.

c. In the event that HACSB provides a Work Authorization for Additional Work, all of the terms and conditions of this Agreement shall apply to the performance of such Additional Work.

ARTICLE 16. Attorneys' Obligation to Stop Work. Personnel resources will not be expended (at a cost to HACSB) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:

a. If, in the performance of the Work, Attorneys determines that the Work to be performed under this Agreement cannot be accomplished within the estimated work hours, Attorneys will immediately notify HACSB in writing of Attorneys' estimate of the work hours which will be required to complete the Work. Upon receipt of such notification, HACSB may:

   i. Authorize Attorneys to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the Work Authorization (such an authorization not unreasonably to be withheld); or

   ii. Terminate this Agreement; or

   iii. Alter the scope of the Work in order to define tasks that can be accomplished within the remaining estimated work hours.

b. HACSB will notify Attorneys in writing of its election within seven (7) calendar days after receipt of Attorneys' notification. If notice of the election is given to proceed, Attorneys may expend the estimated additional work hours or services, as memorialized in a Work Authorization signed by Attorneys and HACSB. In the event that HACSB fails to notify Attorneys within such seven (7) calendar day period, Attorneys shall provide a second notice to HACSB requesting a determination. Attorneys shall not proceed with the Work until such time as HACSB has made an election as to how it wishes to proceed, and a Work Authorization has been approved.

ARTICLE 17. Invoicing and Payment for Services. During the execution of each task assignment (as set forth in the Statement of Work) which involves the delivery to HACSB of identified services (as defined in the Statement of Work), Attorneys may submit periodically to HACSB invoices reflecting the cost of the individual services, determined on the basis of the lesser of either:

a. The number of work-hours expended by Attorneys in the performance of the Work, less any amounts previously invoiced;

b. For those services which do not involve delivery to HACSB of identified services, but which are of a continuing nature, Attorneys may submit invoices reflecting a pro-rata cost of the services, less any amount previously invoiced. Actual progress payment amounts for such services, must be based on at least equivalent services rendered, and to the extent practicable, will be keyed to clearly identifiable stages of progress as reflected in written reports submitted with the invoices.

c. Upon completion of services in accordance with the acceptance criteria set forth herein, the full charge for such services, less amounts previously invoiced to HACSB, may be submitted for payment.

d. In the event that Additional Work is performed pursuant to a Work Authorization, such Additional Work shall be paid by HACSB according to the same procedure set forth above with respect to the Work, unless a different method for payment is specified in such Work Authorization.

e. Invoices prepared in accordance with this provision will not be submitted more frequently than monthly to HACSB. All statements and invoices shall indicate the basis for all charges, including the hours worked or cost incurred, the hourly rate, and a brief description of the work performed. Attorneys will establish separate billing projects for specific matters and funding categories as HACSB may direct.

f. Attorneys are solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

g. In the aggregate, invoices reflecting progress payments will not exceed the Agreement Price, upon completion of the Agreement, in accordance with the acceptance criteria set forth herein.

h. No charge for transportation, delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by HACSB unless expressly included and itemized in the Statement of Work or Work Authorization.

i. Payments for any and all invoices or other obligations are satisfied electronically through the Automated Clearing House (ACH) system. The Attorneys hereby authorizes the HACSB to initiate payment electronically to any bank account maintained by Attorneys wherever located. Attorneys shall promptly comply with directions and accurately complete forms provided by HACSB required to process ACH payments.

ARTICLE 18. Return of HACSB Property. All reports, plans, designs, specifications, field data, construction documents, and other documents and instruments, including electronic files, but excluding Attorneys' notes, relating to the Work shall be and remain the property of HACSB and shall be turned over to HACSB promptly upon the completion of the Work, or upon the earlier termination of this Agreement. Attorneys hereby waives and assigns to HACSB all intellectual property or common law rights Attorneys may develop in the Work. Attorneys shall not use any trademarks owned by HACSB without HACSB's prior written authorization.

ARTICLE 19. Confidential Information. HACSB agrees to make available to Attorneys information that may be needed to perform the Work. Such information may include information HACSB considers to be confidential. For purposes hereof, "Confidential Information" of HACSB means any nonpublic, proprietary information or technology used in HACSB's business, and any materials evidencing the same (specifically, including, without limitation, technical data or know-how relating to development plans, business plans, services, customers, markets, inventions (whether patentable or not), processes, designs, drawings, research, developments, strategies, marketing and/or financial information). Unless HACSB acknowledges that any such information provided under this Agreement is not Confidential Information, all information provided by HACSB to Attorneys shall be considered to be Confidential Information. Unless approved in advance in writing or compelled to make such disclosure by a government agency, by court order, or by law, Attorneys shall not disclose, transfer, distribute or allow access to any of HACSB's Confidential Information to any third parties, except those individuals employed by Attorneys and who are specifically authorized by Attorneys to perform the Work contemplated in this Agreement.

ARTICLE 20. Indemnity; Hold Harmless. Attorneys agrees to defend, save, indemnify and hold harmless HACSB and all its officers, employees, and agents, against any and all liabilities, claims, judgments, or demands, including demands arising from injuries or death of persons (Attorneys' employees included) and damage to property, arising directly or indirectly out of the professionally negligent performance of the Work, the obligations herein undertaken or out of the operations conducted by Attorneys, save and except claims or litigation to the extent arising through the active negligence or willful misconduct of HACSB. Attorneys shall reimburse HACSB for any expenditures, including reasonable attorneys' fees, HACSB may incur arising out of any such claim or litigation, and, if requested by HACSB, Attorneys shall defend any such suits at the sole cost and expense of Attorneys with counsel selected by HACSB.

ARTICLE 21. Compliance with Contract Documents. Attorneys shall comply with all of the Contract Documents in connection with the performance of the Work hereunder. In the event of any conflict between this Agreement and the Contract Documents, the Contract Documents shall control.

ARTICLE 22. Assignment. HACSB and Attorneys recognize and agree that this Agreement contemplates personal performance by Attorneys and is based upon a determination of Attorney's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to HACSB for entering into this Agreement was, and is, the professional reputation and competence of Attorneys. Attorneys may not assign this Agreement or any interest therein without the prior written approval of the Executive Director. Attorneys shall not subcontract any portion of the performance contemplated and provided for herein, other than to outside counsel as described in Article 1 of this Agreement, without prior written approval HACSB.

ARTICLE 23. Rights and Remedies of HACSB for Default.

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

a. In addition to any other rights and remedies HACSB may have, HACSB may require Attorneys, at Attorneys' expense, to ship goods via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of Attorneys.

b. In the event of the termination of the Agreement, either in whole or in part, by reason of default or breach by Attorneys, any loss or damage sustained by HACSB in procuring any items which Attorneys agreed to supply shall be borne and paid for by Attorneys.

c. HACSB reserves the right to offset the reasonable cost of all damages caused to HACSB against any outstanding invoices or amounts owed to Attorneys or to make a claim against Attorneys therefore.

ARTICLE 24. Termination. HACSB has the right to terminate this Agreement for convenience or default as set forth in the Contract Documents. In addition, HACSB may terminate this Agreement if Attorneys should file a bankruptcy petition and/or be adjudged a bankrupt, or if Attorneys should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency. HACSB may serve written notice upon Attorneys of its intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate the Agreement, and, unless within ten (10) days after serving such notice, such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten (10) days, the Agreement shall cease and terminate. In the event of any such termination, HACSB shall serve written notice thereof upon any surety and Attorneys, and any such surety shall have the right to take over and perform Attorneys' obligations pursuant to this Agreement; provided, however, that if such surety does not provide HACSB written notice of its intention to take over and perform the Work required under this Agreement within fifteen (15) days after receiving such written notice, or such surety does not commence performance thereof within thirty (30) days after providing such written notice to HACSB, HACSB shall have the right to perform all uncompleted portions of the Work and to prosecute the same to completion by contract or by any other method it deems advisable, for the account and at the expense of Attorneys, and Attorneys and its surety shall be liable to HACSB for any excess costs occasioned HACSB thereby and, in such event, HACSB may, without liability for doing so, take possession of and utilize in completing the Work, such materials, appliances, and other property belonging to Attorneys as may be on the site of the Work and necessary for the performance of the Work.

ARTICLE 25. No Waiver. No waiver by the parties hereto of any default or breach of any term, condition or covenant of this Agreement shall be deemed to be a waiver of any subsequent default or breach of the same or any other term, condition or covenant contained herein.

ARTICLE 26. Modification. This written Agreement may not be later modified except by a further writing signed by HACSB and Attorneys and no term of this Agreement may be waived, except by writing signed by the party waiving the benefit of such term. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

ARTICLE 27. Notices. All notices required pursuant to this Agreement shall be communicated in writing, and shall be delivered in person, by commercial courier providing proof of delivery, or by certified mail, return receipt requested. ***All notices sent pursuant to this Agreement shall be addressed as follows:***

If to HACSB:	**If to Attorneys:**
Angie Lardapide, Procurement & Contracts Supervisor	Fred Galante, Partner
Housing Authority of the County of San Bernardino	Aleshire & Wynder, LLP
715 E. Brier Dr.	1 Park Plaza, Suite 1000
San Bernardino, CA 92408	Irvine, CA 92614
alardapide@hacsb.com	fgalante@awattorneys.com

Notices will be deemed effective upon receipt or rejection only.

ARTICLE 28. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

ARTICLE 29. Complete Agreement. This written Agreement is the final, complete and exclusive statement and expression of the agreement between HACSB and Attorneys and of all the terms of this Agreement and cannot be varied, contradicted, nor supplemented by evidence of any prior or contemporaneous oral or written agreements.

ARTICLE 30. Applicable Law/Venue. This Agreement shall be construed and interpreted in accordance with the laws of the State of California, with proper venue for any litigation in San Bernardino County, California.

ARTICLE 31. Severability; Headings. If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. The section headings herein are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent or intent of this Agreement or of any part hereof.

ARTICLE 32. Interpretation. Should any provision of this Agreement require interpretation, it is agreed that the person or persons interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent or counsel prepared the same or caused the same to be prepared; it being agreed that the agents and counsel of all of the parties have participated equally in the negotiation and preparation of this Agreement. The language in all parts of this Agreement shall be in all cases construed simply, fairly, equitably and reasonably, according to its plain meaning and not strictly for or against any of the parties.

ARTICLE 33. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

[END – SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, HACSB and Attorneys have entered into this Agreement as of the Effective Date.

ATTORNEYS

By: ______________________________ (Affix seal if a corporation)
Name: ______________________________
Its: ______________________________
Date: ______________________________

CERTIFICATE OF CORPORATE AUTHORITY

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

By: ______________________________
Name: ______________________________
Its: ______________________________
Date: ______________________________

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
County of San Bernardino, California

By: ____________________________

Date: ___________________________

EXHIBIT "A"
STATEMENT OF WORK

Attorneys will provide all necessary legal services as General Counsel to HACSB. Attorneys shall have demonstrated legal expertise in the following areas, including but not limited to: public housing authority law; Ralph M. Brown Act; Public Records Act; Political Reform Act; conflicts of interest laws; general public entity and municipal law; California Government Code; public employment labor laws, policies and litigation; preparation, review and adoption of legal opinions, contracts, memoranda of understanding, resolutions and policies; legislative and administrative (regulatory) law, both California an federal, including proposed and enacted legislation; emergency legal services as needed; and attendance at the Board of Commissioners meetings.

1. Legal Advisor to the Board and Executive Staff

- Review Board meeting agendas to ensure compliance with the California Open Meeting Law (Brown Act).
- Attend Regular and Special Board Meetings and advise on: Open Meeting Law, regulatory requirements that govern federally subsidized housing programs, contractual or inter-local agreement obligations, administrative policies, HACSB policies and procedures, HACSB By-Laws, Relevant Code of Federal Regulations (CFR), California Revised Statutes (CRS), California Public Contract and Government Codes, and public/Commissioner inquiries.

2. Legal Services for Housing Programs

- Provide legal services for all phases of planning, development, occupancy financing, and compliance of HACSB affordable housing programs.
- Advise on programs such as Public Housing, Moving-to-Work (MTW) designation, Section 3, Housing Choice Voucher (Section 8) program, and tax credit developments.
- Handle landlord/tenant issues including evictions, leases, and liability (optional).
- Address Fair Housing issues, Americans with Disabilities Act (ADA), Section 504 or the Rehabilitation Act issues, and program restrictions/compliance.
- Draft, negotiate, and review contracts related to affordable housing program restrictions, housing development and compliance.

- Assist in real property acquisition, zoning variances, construction contracts, leasing, sales, building and inspection ordinances and regulations; appearance and representation of the HACSB before public bodies and in court in all litigated matters. Litigated matters include but are not limited to the following matters:
    - Defending Writ of Mandate in Section 8 matters
    - Construction Defect Litigation
    - Judicial Foreclosure matters including the appointment of receivers, if necessary or appropriate.
    - Condemnation matters
    - Commercial litigation
    - Appellate work relating to litigated matters, if necessary
    - Employment related litigation
    - 42 USC 1983 complaints
    - Payroll liability issues
- Provide, as necessary, legal services in securing the approval of local public entities such as the approval of the local governing body of applications for preliminary loans, of local cooperation agreements and of low-income projects.
- Provide, as necessary, legal services in the preparation of application for federal financial assistance and the preparation and adoption of development programs, resolutions and policies necessary for the establishment of a complete tenant service and operation program.
- Provide, as necessary, legal services in acquiring any interest in real property: rendition of advice and assistance in the preparation of necessary documents regarding such acquisition; approval of title insurance policies; rendition of legal opinions regarding title or an interest in real property acquired by the HACSB; and in projects to be acquired by the turnkey method to assist in the negotiation, drafting and review of procedures and documents involving the selection of the developer, the entering into of letters of intent and contacts of sale, the acquisition of title, and participation of closing or "settlement" transaction upon completion of the turnkey project.
- In any project being constructed through the conventional competitive bidding procedures, Counsel is to provide review of documents relating to the award of construction contracts, including the construction contract, specifications and performance and payment bonds.
- To provide, as necessary, legal services in connection with the leasing or subleasing of property, the entering of agreements to lease, options to purchase property and the sale of dwelling units to tenants.

3. Development/Modernization Legal Services

- Advise on real estate transactions, zoning/building codes, court proceedings, construction contracts, property, Purchase, Sale and Lease agreements, and partnership development and contract documents.

4. Contracting and Procurement Legal Services

- Review solicitations/contracts for goods, equipment, services, property, and construction projects.
- Address risk/liability exposure, contractual conflicts, and regulatory compliance with federal, state and local codes, and requirements.
- Interpret HACSB procurement policies, construction-related issues, and federal and State prevailing wage requirements.

5. Legal Representation and General Legal Support

- Appearance for and representation of the HACSB in judicial/administrative proceedings.
- Initiate or defend against breach of contract actions not involving complex litigation.
- Coordinate with HACSB's insurance carriers and manage external legal services if directed.
- Attend administrative meetings, hearings, and forums at all government levels.
- Draft and review contracts, MOUs, resolutions, intergovernmental agreements, policies, procedures, leases, and forms.
- Review of HACSB's policies and procedures to determine compliance with applicable Federal, state and/or local law.
- Preparation, review and/or modification of legal documents utilized by the HACSB in the course of business to ensure and/or determine compliance with applicable Federal, state and local law. Hese documents may include Board resolution and meeting minutes, lease agreements, employment applications/forms and housing program forms and notices.
- Attendance and participation at meetings about and/or with entities having legal business with the HACSB.
- Address risk, liability, conflicts of interest, and provide general legal opinions.
- Clarification regarding general legal issues as they arise.
- Provision of legal opinions on various subjects.
- Assist in selecting specialized counsel (e.g., environmental, bankruptcy, civil rights, and construction law).

6. Personnel and Labor Relations Legal Services

- Provide consultation and support on personnel matters.
- Interpret employment laws, personnel policies, and MOUs.
- Prepare legal documents and issue related legal opinions.

7. Additional Legal Services

- Provide other legal services as needed throughout the term of the agreement.

EXHIBIT "B"

SCHEDULE OF FEES

All work will be performed on an hourly rate basis according to the following:

ITEM	SERVICES – GENERAL LEGAL COUNSEL SERVICES	YR. 1 25-26	YR. 2 26-27	OPTION YR.1 27-28	OPTION YR. 2 28-29	OPTION YR. 3 29-30
1	**Hourly Rate/fee schedule for Attorneys (or other professionals – list below)** GENERAL: Partner Associate	$325 $285	$335 $295	$345 $305	$360 $320	$375 $335
2	**Other Professionals – Hourly Rate/Fee Schedule** SPECIAL SERVICES - LITIGATION AND LABOR & EMPLOYMENT Partner Associate	$340 $300	$350 $310	$365 $325	$380 $340	$395 $355
3	**Other Professionals – Hourly Rate/Fee Schedule** Law Clerk	$165	$170	$175	$180	$190
4	**Other Professionals – Hourly Rate/Fee Schedule** Paralegal	$165	$170	$175	$180	$190
5	**Other Professionals – Hourly Rate/Fee Schedule** Document Clerk	$105	$110	$120	$130	$140
6	**Reimbursable Expenses: (Please List)** Costs and expenses incurred on behalf of clients (e.g., litigation, delivery fees, reproduction, travel, lodging) are billed separately with travel at actual cost or the IRS mileage rate, as applicable, with a breakdown of the work performed.					

ADDITIONAL GENERAL PROVISIONS

1. **DEFINITIONS:** The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

   a. **Business Entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.

   b. **"Contractor"** means the Attorneys with whom the Housing Authority of the County of San Bernardino enters into this Agreement. Contractor shall be synonymous with "supplier", "vendor" or other similar term.

   c. **"HACSB"** means the Housing Authority of the County of San Bernardino, its employees and authorized representatives, including without limitation any department, agency, or other unit of HACSB.

   d. **"Non-routine maintenance"** means duties or tasks that ordinarily would be performed on a regular basis in the course of upkeep of property, but have become substantial in scope because they have been put off, and involve expenditures that would otherwise materially distort the level trend of maintenance expenses. Replacement of equipment and materials rendered unsatisfactory because of normal wear and tear by items of substantially the same kind does qualify, but reconstruction, substantial improvement in the quality or kind of original equipment and materials, or remodeling that alters the nature or type of housing units does not qualify.

2. **COMPLIANCE WITH STATUTES AND REGULATIONS:** Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and HACSB and agrees to indemnify HACSB against any loss, cost, damage or liability by reason of Contractor's violation of this provision.

3. **CONTRACTOR'S POWER AND AUTHORITY:** Contractor warrants that it has full power and authority to enter into and perform its obligations under this Agreement, and will hold HACSB harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this Agreement. Further, Contractor agrees that it will not enter into any arrangement with any third party which might abridge any rights of HACSB under this Agreement.

4. **TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES:** No charge for delivery, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by HACSB unless expressly included and itemized in the Agreement.

   a. Contractor must strictly follow Agreement requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. HACSB may permit use of an alternate carrier at no additional cost to HACSB with advance written authorization of HACSB.

   b. If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by HACSB n and a waiver is granted in writing and in advance of shipping.

   c. On "F.O.B. Shipping Point" transactions, should any shipments under the Agreement be received by HACSB in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, contractor, on request of HACSB, shall at Contractor's own expense assist HACSB in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

5. **TIME IS OF THE ESSENCE:** Time is of the essence in this Agreement.

6. **DELIVERY:** Contractor shall strictly adhere to the delivery and completion schedules specified in the Agreement. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If Contractor delivers in excess of the quantities specified herein, HACSB shall not be required to make any payment for the excess goods, and may return them to Contractor, at Contractor's expense, or utilize any other rights available to HACSB at law or in equity.

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

8. INSPECTION, ACCEPTANCE AND REJECTION:

a. Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to HACSB covering goods and services under this Agreement and will tender to HACSB only those goods that have been inspected and found to conform to the requirements of this Agreement. Contractor will keep records evidencing inspections and their result, and will make these records available to HACSB during performance of the Work and for three years after final payment. Contractor shall permit HACSB to review procedures, practices, processes and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of the Work.

b. All goods may be subject to inspection and test by HACSB or its authorized representatives.

c. Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to HACSB. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

d. All goods to be delivered hereunder may be subject to final inspection, test and acceptance by HACSB at destination, notwithstanding any payment or inspection at source.

e. HACSB shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. If HACSB does not provide such notice of rejection within thirty (30) days, unless otherwise specified in the Statement of Work, of delivery, such goods and services will be deemed to have been accepted. Acceptance by HACSB will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that HACSB might have at law or by express reservation in this Agreement with respect to any nonconformity.

9. SAMPLES:

a. Samples of items may be required by HACSB for inspection and specification testing and must be furnished free of expense to HACSB. The samples furnished must be identical in all respects to the products bid and/or specified in the Agreement.

b. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

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

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

b. All warranties, including special warranties specified elsewhere herein, shall inure to HACSB, its successors, assigns, customer agencies and users of the goods or services.

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

12. ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions issued by the Industrial Accident Commission of the State of California.

13. INSURANCE: Contractor shall not commence Work under this Agreement until all insurance required under this paragraph has been obtained and such insurance has been approved by HACSB, nor shall Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Contractor shall furnish HACSB with satisfactory proof of the carriage of insurance required, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. Any policy of insurance required of Contractor under this Agreement shall also contain an endorsement providing that thirty (30) days' notice must be given in writing to HACSB of any pending change in the limits of liability or of any cancellation or modification of the policy. All insurance required hereunder shall be issued by a California admitted insurance carrier.

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

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

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

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

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

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

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

c. Automobile Liability. Contractor, at its own cost and expense, shall maintain automobile insurance for the period covered by the Contract in the amount of One Million and No/100 Dollars ($1,000,000.00) combined single limit coverage. HACSB shall be named as an additional insured with respect to such automobile liability insurance policy.

d. Errors and Omissions Liability: $1,000,000; combined single limit bodily and property damage liability per occurrence and $3,000,000 aggregate or:

e. Professional Liability: $1,000,000; per occurrence and aggregate.

f. Worker’s Compensation. A state approved Workers Compensation and Employers Liability Insurance policy providing benefits as required by law with employer’s liability limits no less than One Million and No/100 Dollars ($1,000,000) per accident or disease, which covers all employees of the contractor and each and every contractor.

14. FORCE MAJEURE: Contractor shall be excused for performing the Work hereunder in the event that Contractor is unable to perform the Work for one of the following reasons:

a. Acts of God or of the public enemy, and

b. Acts of the federal, state or local government in either its sovereign or contractual capacity.

Such delay shall be for the period of time that Contractor is delayed from performing the Work as a direct result of one of the foregoing reasons. Contractor shall provide HACSB notice within three (3) days of any such force majeure event.

15. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

a. Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of HACSB, employees of HACSB, persons designated by HACSB for training, or any other person(s) other than agents or employees of Contractor, designated by HACSB for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at Contractor's site or at HACSB's place of business, provided that the injury or damage was caused by the fault or negligence of Contractor.

b. Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by Contractor during the Agreement.

16. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in triplicate and shall include the contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. The State of California and other sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

17. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the Agreement for work completed through the date of invoice. HACSB will pay properly submitted, undisputed invoices not more than thirty (30) days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

18. TAXES: HACSB will only pay for any state or local sales or use taxes on the services rendered or goods supplied to HACSB pursuant to this Agreement.

19. NEWLY MANUFACTURED GOODS: All goods furnished under this contract shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.

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

21. PATENT, COPYRIGHT and TRADE SECRET INDEMNITY:

a. Contractor shall hold HACSB, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the Agreement.

b. Contractor may be required to furnish a bond to HACSB against any and all loss, damage, costs, expenses, claims and liability for patent, copyright and trade secret infringement.

c. Contractor, at its own expense, shall defend any action brought against HACSB to the extent that such action is based upon a claim that the goods or software supplied by Contractor or the operation of such goods pursuant to a current version of Contractor supplied operating software infringes a United States patent or copyright or violates a trade secret. Contractor shall pay those costs and damages finally awarded against HACSB in any such action. Such defense and payment shall be conditioned on the following:

i. That Contractor shall be notified within a reasonable time in writing by HACSB of any notice of such claim; and,

ii. That Contractor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that when principles of government or public law are involved, HACSB shall have the option to participate in such action at its own expense.

d. Should the goods or software, or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, HACSB shall permit Contractor at its option and expense either to procure for HACSB the right to continue using the goods or software, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such goods or software by HACSB shall be prevented by injunction, Contractor agrees to take back such goods or software and make every reasonable effort to assist HACSB in procuring substitute goods or software. If, in the sole opinion of HACSB, the return of such infringing goods or software makes the retention of other goods or software acquired from Contractor under this Agreement impractical, HACSB shall then have the option of terminating such Agreement, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such goods or software and refund any sums HACSB has paid Contractor.

e. Contractor shall have no liability to HACSB under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:

i. The combination or utilization of goods furnished hereunder with equipment or devices not made or furnished by Contractor; or,

ii. The operation of equipment furnished by Contractor under the control of any operating software other than, or in addition to, the current version of Contractor-supplied operating software; or

iii. The modification by HACSB of the equipment furnished hereunder or of the software; or

iv. The combination or utilization of software furnished hereunder with non-Contractor supplied software.

f. Contractor certifies that it has appropriate systems and controls in place to ensure that HACSB funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

g. The foregoing states the entire liability of Contractor to HACSB with respect to infringement of patents, copyrights or trade secrets.

22. STOP WORK:

a. HACSB may, at any time, by written Stop Work order ("Stop Work Order") to Contractor, require Contractor to stop all, or any part, of the Work called for by this Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the parties shall have agreed, HACSB shall either:

i. Cancel the Stop Work Order; or

ii. Terminate the Work covered by the Stop Work Order as provided for in the termination for default or the voluntary termination provision of this Agreement.

iii. If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. HACSB shall make an equitable adjustment in the delivery schedule, the price, or both, and the Agreement shall be modified, in writing, accordingly, if:

1. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and

2. Contractor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if HACSB decides the facts justify the action, HACSB may receive and act upon a proposal submitted at any time before final payment under this Agreement.

b. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated in accordance with the provision entitled Voluntary Termination, HACSB shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

c. HACSB shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this clause.

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

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

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

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

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

27. NONDISCRIMINATION CLAUSE:

a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

b. Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

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

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

b. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

i. the dangers of drug abuse in the workplace;

ii. the person's or organization's policy of maintaining a drug-free workplace;

iii. any available counseling, rehabilitation and employee assistance programs; and,

iv. penalties that may be imposed upon employees for drug abuse violations.

c. Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting agreement:

i. will receive a copy of the company's drug-free policy statement; and,

ii. will agree to abide by the terms of the company's statement as a condition of employment on the agreement.

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

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

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

a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State of California and Federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and

b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

33. **ELECTRONIC WASTE RECYCLING ACT OF 2003:** Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

34. **ENVIRONMENTAL REGULATIONS:** For agreements in excess of $100,000, Contractor certifies that it complies with the requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (3 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. part 15).

35. **USE TAX COLLECTION:** In accordance with PCC Section 10295.1, Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise HACSB of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.

36. **DOMESTIC PARTNERS:** For agreements over $100,000 executed or amended after January 1, 2007, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

37. **TERMINATION FOR CONVENIENCE AND DEFAULT:**

   a. HACSB may terminate this Agreement in whole or from time to time in part, for HACSB's convenience or the failure of the Contractor to fulfill the Agreement obligations (default). HACSB shall terminate by delivering to Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), (2) deliver to HACSB all information, reports, papers, and other materials accumulated or generated in performing this Agreement and Additional Work, if any, whether completed or in process.

   b. If the termination is for the convenience of HACSB, HACSB shall be liable only for payment of services rendered before the effective date of the termination.

   c. If the termination is due to the failure of the Contractor to fulfill its obligations under this Agreement (default), HACSB may (1) require the Contractor to deliver to it, in the manner and to the extent directed by HACSB, any work as described in subparagraph "a.(2)" above, and compensation shall be determined in accordance with the Additional Work section of this Agreement; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to HACSB for any additional costs incurred by HACSB; and (3) withhold any payments to Contractor, for the purpose of set-off or partial payments, as the case may be of amounts owed HACSB by the Contractor.

   d. If, after termination for failure to fulfill Agreement obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of HACSB, and the Contractor shall be entitled to payment as described in paragraph "b", above.

Exhibit D

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

Document on Following Page

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

November 13, 2025

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

SUBJECT
Meeting Minutes for the Meeting Held on October 14, 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 October 14, 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 October 14, 2025. The meeting minutes are attached for review and recommended approval by the Board.

ITEM ATTACHMENTS
- Attachment - Minutes for October 14, 2025 Meeting

PROCUREMENT
Not applicable

REVIEW BY OTHERS
This item has been reviewed by General Legal Counsel, Fred Galante, on October 26, 2025.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
October 14, 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 October 14, 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 at 3:04 p.m., and upon roll call, the following were present:

Chair Cooper
Commissioner Miller
Commissioner Johnson
Commissioner Jain
Commissioner Khan

Also in attendance were Maria Razo, Executive Director; Rishad Mitha, Deputy Executive Director; Kristin Maithonis, Director of Housing Services; Nicole Beydler, Director of Policy and Communications; Jennifer Dawson, Director of Administrative Services; Angie Lardapide, Procurement and Contracts Supervisor; John Moore, Director of Development; Renee Kangas, Sr. Management Analyst; Shamira Shirley, Management Analyst; Edgar Sedano, Real Estate Services Specialist; Garrett Dalton, Information Technology Manager; George Silva, Family Empowerment Services Manager; Kristan Alferez, Lead Self Sufficiency Specialist; and Daisy Villalobos, Data Specialist

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 October 14, 2025, agenda. There were none.

3) General Public Comment

Chair Cooper provided an opportunity for members of the public to address the Board of Commissioners. Shawnte Finley submitted a request to speak regarding her voucher. Kristin Maithonis, Director of Housing Services, met with her privately to address her concern.

4) 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 October 14, 2025.

Commissioner Miller excused herself to leave for an appointment at 3:16 p.m.

5) Board Building Presentation

Discussion calendar item number 5, to receive the board building presentation for October 14, 2025, an overview of the Housing Authority of the County of San Bernardino's Family Self Sufficiency program, was requested.

Kristan Alferez, Lead Self Sufficiency Specialist, provided the presentation to the Board.

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

6) Adoption of Resolution No. 222

Discussion calendar item number 6, to adopt Resolution No. 222 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs was requested.

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

Ayes	Nays
Chair Cooper	
Commissioner Johnson	
Commissioner Jain	
Commissioner Khan	

7) Adoption of Resolution No. 223

Discussion calendar item number 7, to adopt Resolution No. 223 approving and authorizing the Executive Director to negotiate, execute, and deliver documents on behalf of the Housing Authority of the County of San Bernardino as lender, ground lessor, and majority owner of Redlands Valencia Grove II Associates, LLC for the general revenue bond issuance for Valencia Grove Phase II was requested.

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

Ayes	Nays
Chair Cooper	
Commissioner Johnson	
Commissioner Jain	
Commissioner Khan	

8) Adoption of Resolution No. 224

Discussion calendar item number 8, to adopt Resolution No. 224 approving a Memorandum of Understanding between the Housing Authority of the County of San Bernardino and Teamsters Local 1932, for the Period of October 1, 2025 through September 30, 2028 was requested.

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

Ayes	Nays
Chair Cooper	
Commissioner Johnson	
Commissioner Jain	
Commissioner Khan	

9) Adoption of Resolution No. 225

Discussion calendar item number 9, to adopt Resolution No. 225 approving revisions to the Housing Authority of the County of San Bernardino's Personnel Policy Handbook was requested.

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

Ayes	Nays
Chair Cooper	
Commissioner Johnson	
Commissioner Jain	
Commissioner Khan	

10) Adoption of Resolution No. 226

Discussion calendar item number 10, to adopt Resolution No. 226 declaring the Sunrise Vista Apartments property as surplus pursuant to the Surplus Land Act process was requested.

Commissioner Khan 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	Nays
Chair Cooper	
Commissioner Johnson	
Commissioner Jain	
Commissioner Khan	

11) Retroactively approve Addendum No. 1 to Lease Agreement, effective June 1, 2025 between the Housing Authority of the County of San Bernardino (Authority) and the County of San Bernardino (County) including provisions describing the process and plan for the tenant improvements, which include the demolishing and reconstructing of the building located at 1151 North Crestview Avenue in San Bernardino as well as adding temporary armed guard services by Integrated Security Management Group (ISMG).

Discussion calendar item number 11 was requested.

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

Ayes	Nays
Chair Cooper	
Commissioner Johnson	
Commissioner Jain	
Commissioner Khan	

12) Approve Contract No. PC1419, effective October 15, 2025, with CBRE, Inc. for Real Estate Brokerage Services for a two-year base period through October 14, 2027, with three single or multiple-year options to extend through October 14, 2030.

Discussion calendar item number 12 was requested.

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

Ayes	Nays
Chair Cooper	
Commissioner Johnson	
Commissioner Jain	
Commissioner Khan	

13) Approve Amendment No. 2 to the contract PC1336, effective December 1, 2025, for Inspection Services and PBV Independent Entity Services with Reliant Asset Management Solutions, exercising the first option year to extend the contract through November 30, 2026, and increasing the compensation by $396,177 for a total amount not to exceed $1,242,114 for such option year.

Discussion calendar item number 13 was requested.

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

Ayes	Nays
Chair Cooper	
Commissioner Johnson	
Commissioner Jain	
Commissioner Khan	

14) Approve Amendment No. 4 to contract PC1344 for security services with SafeRock to exercise the second option year and increase the contract by $64,947.96 for a total amount not-to-exceed $414,513.00 through October 28, 2026.

Discussion calendar item number 14 was requested.

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

Ayes	Nays
Chair Cooper	
Commissioner Johnson	
Commissioner Jain	
Commissioner Khan	

15) Approve Contract PC1433, effective October 15, 2025, with Harshwal & Company, LLP for financial audit services in an amount not to exceed $168,560 for a two-year base period through October 14, 2027, with options to extend the contract up to three single or multiple year extensions through October 14, 2030.

Discussion calendar item number 15 was requested.

Commissioner Johnson moved to approve discussion calendar item number 15, with a revised recommendation of, "Approve Contract with Harshwal & Company provided their LLP is verified with the State of California, if not then authorize Executive Director to move forward with Clifton Larsen, the second highest rated vendor and authorize the $209,190 increase for the term," and Commissioner Jain seconded the motion. Upon the roll call vote, the Ayes and Nays were as follows:

Ayes	Nays
Chair Cooper	
Commissioner Johnson	
Commissioner Jain	
Commissioner Khan	

16) Approve Amendment No. 1 to increase the contract amount for Managed Cybersecurity Solution Services with Technology Integration Group by $484,674.00 for continued Cybersecurity Services (PC1364) under a cooperative agreement with TIPS RFP 230105, for a total amount not to exceed $724,674.00 through May 31, 2028.

Discussion calendar item number 16 was requested.

A clarification was made that this approval is requested for the reissue of a purchase order rather than a contract amendment due to the cooperative procurement of this service. Everything else in the item is the same.

Commissioner Johnson moved to approve discussion calendar item number 16, with the recommended clarification and Commissioner Jain seconded the motion. Upon the roll call vote, the Ayes and Nays were as follows:

Ayes	Nays
Chair Cooper	
Commissioner Johnson	
Commissioner Jain	
Commissioner Khan	

17, 18, 19 and 20) Consent Calendar

Approval of the consent calendar including agenda items number 17-20 was requested.

Commissioner Jain moved to approve consent calendar agenda items number 17-20:

17) 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 September 9, 2025.

18) Approve and file agency-wide financial statements through June 2025.

19) Approve the expense of uncollectable vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of July 2025.

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

The motion was duly seconded by Commissioner Khan.

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

Ayes	Nays
Chair Cooper	
Commissioner Johnson	
Commissioner Jain	
Commissioner Khan	

There being no other business, Commissioner Johnson moved for the regular meeting of Tuesday, September 9, 2025, to be adjourned, and which motion was duly seconded by Commissioner Jain. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 4:26 p.m.

Attest:

____
Secretary

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

November 13, 2025

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

SUBJECT
Agency-Wide Financial Statements Through July 2025

RECOMMENDATION(S)
Approve and file agency-wide financial statements through 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 Housing Authority of the County of San Bernardino's (HACSB) fiscal year-to-date agency-wide net gain through July 2025 is $9,722,858. The significant variances of the budget are as follows:

- The HCV program received $11.9 million more in Housing Assistance Payment (HAP) funding from HUD when compared to the budgeted amount. This is due to significant growth in inbound portability leasing with no absorption and due to an increase in the per unit costs, which creates a proportionate increase in the revenue needed to pay for the related higher housing assistance payment costs.
- The HCV program experienced an increase in HAP in the amount of $5.1 million. This was mainly due to rising rents and an increase in vouchers issued, due to issuances in 2024. 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.
- Based on the 2024 annual reconciliation performed by HUD, HACSB received $6.5 million in HAP subsidy. Per HUD's guideline, prior year funds are recognized as revenue when received. This is contrary to Generally Accepted Accounting Principles (GAPP) but is acceptable and an allowable practice for all housing authorities.
- The tenant income was $3.2 million higher than the budgeted amount, mostly due to an increase in rental income. This rental income increase is due to rent increases in the authority owned portfolio and the percentage of tenant income change in the Housing Choice Voucher program.
- Physical needs work was $2.5 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 attention.

- Depreciation expenses are not budgeted and amount to $4 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 required under GAAP as they affect an agency's financial statements without impacting on 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 2026 for FY 2025.

Financial Summary	FY 2025 YTD
Revenues	$223,808,851
Expenses	$(210,095,908)
Operating Net Income/(Loss)	$13,712,943
Operating Transfers/Non-Operating Items	$(3,990,085)
Net Income/(Loss)	$9,722,858

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 owns and operates a multi-family portfolio. 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 7.2025

REVIEW BY OTHERS
This item has been reviewed by General Legal Counsel, Fred Galante, on October 27, 2025.

HACSB
Budget Comparison
Period = Oct 2024-Jul 2025

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	31,135,673	28,121,767	3,013,906	10.72	33,745,895
Total Other Tenant Income	733,804	496,493	237,311	47.80	595,147
NET TENANT INCOME	31,869,477	28,618,260	3,251,217	11.36	34,341,043
GRANT INCOME					
TOTAL GRANT INCOME	184,529,885	164,114,270	20,415,615	12.44	196,976,041
OTHER INCOME					
TOTAL OTHER INCOME	7,409,489	7,728,253	-318,765	-4.12	9,007,913
TOTAL INCOME	223,808,851	200,460,783	23,348,068	11.65	240,324,996
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	10,434,749	8,338,271	-2,096,478	-25.14	10,044,842
ADMINISTRATIVE					
Total Administrative Salaries	14,419,906	15,302,481	882,575	5.77	18,659,130
Total Legal Expense	475,088	540,554	65,466	12.11	648,657
Total Other Admin Expenses	6,607,108	7,082,821	475,714	6.72	8,444,201
Total Miscellaneous Admin Expenses	2,569,273	2,740,803	171,530	6.26	3,097,127
TOTAL ADMINISTRATIVE EXPENSES	24,071,374	25,666,660	1,595,285	6.22	30,849,115
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	82,811	153,020	70,209	45.88	179,867
UTILITIES					
TOTAL UTILITY EXPENSES	3,925,869	4,024,608	98,739	2.45	4,839,943
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	3,486,051	3,283,638	-202,413	-6.16	3,982,483
Total Materials	1,241,302	960,981	-280,322	-29.17	1,152,934
Total Contract Costs	4,418,966	3,800,547	-618,419	-16.27	4,558,556
TOTAL MAINTENANCE EXPENSES	9,146,319	8,045,165	-1,101,154	-13.69	9,693,972
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	2,311,771	2,017,282	-294,489	-14.60	2,394,281
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	3,194,808	5,671,823	2,477,015	43.67	6,583,396
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	155,195,002	150,130,006	-5,064,996	-3.37	180,156,007
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	1,733,205	1,736,296	3,090	0.18	2,087,990
TOTAL OPERATING EXPENSES	210,095,908	205,783,129	-4,312,779	-2.10	246,829,414
OPERATING NET INCOME	**13,712,943**	**-5,322,346**	**19,035,289**	**357.65**	**-6,504,418**
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	3,990,085	0	-3,990,085	N/A	0
NET INCOME	9,722,858	-5,322,346	15,045,204	282.68	-6,504,418

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

November 13, 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 August 2025.

RECOMMENDATION(S)

Approve the expense of uncollectable vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of August 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 August 31, 2025, is $57,595.02. 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	1	908.00
407 - Sunset Pointe	5	10,015.94
408 - Sunrise Vista	2	5,629.00
409 - Andalusia	4	25,193.00
420 - Desert View	0	-
437 - Sunset Gardens	0	-
481130- Maplewood	3	11,620.30
Concessions Write Off	0	-
TOTAL RENT WRITE OFF	15	53,366.24
Miscellaneous Charges		1,463.89
Maintenance Charges		13,037.89
Legal Charges		7,080.00
Security Deposits Applied		(17,353.00)
NET TOTAL WRITE OFF		57,595.02

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

PROCUREMENT

Not applicable

ITEM ATTACHMENTS

The attachments included for the August 2025 collection loss are:

- Attachment – ATT-BOC 111325 AOP Vacated Accounts

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on October 26, 2025.

Housing Authority County of San Bernardino

Month End: 08/31/25

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Item #	Last Name	First Name	ID No.	REASON	MONTHLY RENT	UNPAID RENT (*)	CONC. REVERSAL	UNPAID MISC (*)	MAINT. FEES	LEGAL FEES	TOTAL OWED	LESS DEPOSIT	NET DUE
402 - Summit Place													
1	H	M	[redacted]						(62.00)		(62.00)		(62.00)
2	A	D	[redacted]	V	1,815.00	908.00	-	50.00	1,773.00		2,731.00	935.00	1,796.00
					TOTALS:	**908.00**	**-**	**50.00**	**1,711.00**	**-**	**2,669.00**	**935.00**	**1,734.00**

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Payment on bad debt									
2	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	08/15/25

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
407 - Sunset Pointe													
3	B	E	[redacted]						(89.00)		(89.00)		(89.00)
4	M	K	[redacted]						(240.00)		(240.00)		(240.00)
5	G	C	[redacted]						(285.90)		(285.90)		(285.90)
6	M	D	[redacted]						(90.00)		(90.00)		(90.00)
7	A	G	[redacted]						(250.00)		(250.00)		(250.00)
8	L	E	[redacted]	V	1,650.00	1,705.00		150.00	288.00		2,143.00	700.00	1,443.00
9	G	M	[redacted]	V	997.00	133.00			588.00		721.00	600.00	121.00
10	E	N	[redacted]	V	875.00	588.00		375.00	588.00		1,551.00	500.00	1,051.00
11	M	J	[redacted]	E	1,600.00	5,745.00		75.00	588.00	1,500.00	7,908.00	1,800.00	6,108.00
12	M	D	[redacted]	S	1,100.00	1,844.94		210.89	588.00		2,643.83	1,100.00	1,543.83
					TOTALS:	**10,015.94**	**-**	**810.89**	**1,685.10**	**1,500.00**	**14,011.93**	**4,700.00**	**9,311.93**

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
3	Payment on bad debt									
4	Adjustment to previous month write off									
5	Payment on bad debt									
6	Payment on bad debt									
7	Payment on bad debt									
8	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	08/01/25
9	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	08/04/25
10	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	08/15/25
11	Notice to Pay or Quit	05/13/25	Posted	05/22/25	06/18/25	N		N/A	N/A	08/21/25
12	Skip	N/A	N/A	N/A	N/A	N/A		N/A	N/A	08/21/25

*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

Month End: 08/31/25

COLLECTION WRITE-OFFS - Authority Owned Portfolio

408 - Sunrise Vista													
13	B	J	[redacted]						3,339.83		3,339.83		3,339.83
14	L	T	[redacted]	E	1,400.00	1,339.00		75.00	306.25	1,500.00	3,220.25	1,000.00	2,220.25
15	L	H	[redacted]						3,339.84		3,339.84		3,339.84
16	B	N	[redacted]	E	1,050.00	4,290.00		150.00	200.00	1,500.00	6,140.00	1,050.00	5,090.00
							-			-	-		-
					TOTALS:	**5,629.00**	**-**	**225.00**	**7,185.92**	**3,000.00**	**16,039.92**	**2,050.00**	**13,989.92**
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	Adjustment to previous month write off												
14	Notice to Pay or Quit	05/07/25	Posted	06/02/25	06/11/25	N		N/A	08/05/25			08/05/25	
15	Adjustment to previous month write off												
16	Notice to Pay or Quit	05/07/25	Posted	06/02/25	06/11/25	Y		N/A	08/12/25			08/12/25	

409 - Andalusia													
17	S	J	[redacted]	E	1,795.00	5,983.00		75.00	607.00	88.00	6,753.00	1,795.00	4,958.00
18	M	M	[redacted]	E	1,272.00	4,325.00		25.00	280.00	750.00	5,380.00	960.00	4,420.00
19	J	K	[redacted]	E	2,338.00	7,014.00		200.00	300.00	992.00	8,506.00	2,338.00	6,168.00
20	B	T	[redacted]	E	2,338.00	7,871.00		78.00	300.00	750.00	8,999.00	2,338.00	6,661.00
											-		-
					TOTALS:	**25,193.00**	**-**	**378.00**	**1,487.00**	**2,580.00**	**29,638.00**	**7,431.00**	**22,207.00**
Item #	Type of Notice	Date Notice	Posted or	Date File	Date	Response		Court Date	Lock Out Date			Vacate Date	
17	Notice to Pay or Quit	04/08/25	Posted	04/24/25	04/28/25	Y		06/05/25	7/10/2025			07/10/25	
18	Notice to Pay or Quit	05/06/25	Posted	05/20/25	05/22/25	N		N/A	8/12/2025			08/12/25	
19	Notice to Pay or Quit	05/06/25	Posted	05/21/25	05/22/25	N		N/A	7/31/2025			07/31/25	
20	Notice to Pay or Quit	05/06/25	Posted	05/22/25	05/22/25	Y		07/10/25	turned in keys to avoid lockout			08/11/25	

420 - Desert View													
21	S	M	[redacted]						(568.00)		(568.00)		(568.00)
							-				-		-
					TOTALS:	**-**	**-**	**-**	**(568.00)**	**-**	**(568.00)**	**-**	**(568.00)**
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	
21	Adjustment to previous month write off												

437 - Sunset Gardens													
22	S	D	[redacted]				-		(500.00)		(500.00)		(500.00)
							-				-		-
					TOTALS:	**-**	**-**	**-**	**(500.00)**	**-**	**(500.00)**	**-**	**(500.00)**
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	
22	Payment on bad debt												

*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

Month End: 08/31/25

COLLECTION WRITE-OFFS - Authority Owned Portfolio

481130- Maplewood													
1	C	R	[redacted]	E	649.00	9,456.83		-	1,396.51		10,853.34	1,018.00	9,835.34
2	G	L	[redacted]	V	485.00	726.47					726.47	200.00	526.47
3	W	S	[redacted]	V	717.00	1,437.00			640.36		2,077.36	1,019.00	1,058.36
4													
					TOTALS:	**11,620.30**	**-**	**-**	**2,036.87**	**-**	**13,657.17**	**2,237.00**	**11,420.17**

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	30-day notice	12/20/23	12/20/23	02/20/24	03/11/24	Y		01/10/25	07/15/25	07/15/25
2	Skip	N/A	N/A	N/A	N/A	N/A		N/A	N/A	08/05/25
3	Intent to Vacate	N/A	N/A	N/A	N/A	N/A		N/A	N/A	08/11/25
4										

ALL PROPERTY TOTALS:	**53,366.24**	**-**	**1,463.89**	**13,037.89**	**7,080.00**	**74,948.02**	**17,353.00**	**57,595.02**

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.

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