

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

TO BE HELD TELEPHONICALLY
June 8, 2021 AT 3:00 P.M.

Zoom Meeting – Board of Commissioners will be forwarded instructions
Members of the public may call:
Call In Number (669) 900-6833
Meeting ID: 898 1486 3624
Password: 726619

This meeting is being held in accordance with the Brown Act as currently in effect under the State of Emergency Services Act, the Governor's Emergency Declaration related to COVID-19 and the Governor's Executive Order N-29-20 issued on March 17, 2020, that allows attendance by the Board of Commissioners, Housing Authority staff, and the public to participate and conduct the meeting by teleconference, videoconference, or both.

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

AGENDA

PUBLIC SESSION

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

DISCUSSION CALENDAR

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

- 4) Receive the Executive Director's Report for June 8, 2021. (Page 1)
- 5) Receive the board building presentation for June 8, 2021, regarding preliminary information for the 2021-2022 agency budget and the 2022 Moving to Work Annual Plan. (Page 2)
- 6)
 - 1 – Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with Ontario Housing Authority at 12 scattered site units for the Continuum of Care Program, for a five-year period from October 1, 2021 through September 30, 2026.
 - 2 – Authorize and direct the Executive Director to execute and deliver the contract extension to Ontario Housing Authority and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction. (Pages 3-37)
- 7)
 - 1 – Approve a contract amendment with Knowledge and Education for Your Success, Inc. for the provision of California Work Opportunity and Responsibility to Kids Housing Support Program Housing Navigator Services increasing the amount by \$6,480,000 for a total contract amount not to exceed \$12,960,000 and extending the term by one year through June 30, 2022.
 - 2 – Approve and direct the Executive Director to execute and deliver the contract to Knowledge and Education for Your Success, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction. (Pages 38-44)
- 8)
 - 1 – Approve a contract amendment with the County of San Bernardino's Transitional Assistance Department for the provision of California Work Opportunity and Responsibility to Kids Housing Support Program services increasing the amount by \$6,480,000 for a total contract amount not to exceed \$12,960,000 and extending the term by one year through June 30, 2022.
 - 2 – Authorize and direct the Executive Director to execute and deliver the contract to the County of San Bernardino's Transitional Assistance Department and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction. (Pages 45-50)

CONSENT CALENDAR

APPROVAL OF CONSENT ITEMS: # 9 - 11

- 9) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on May 11, 2021. (Pages 51-57)

- 10) Approve and file Agency-wide Financial Statements through February 2021.
(Pages 58-60)
- 11) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of March 2021. (Pages 61-65)
- 12) Individual Board member Comments
- 13) Adjourn

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

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

It is the intention of the HACSB to comply with the Americans with Disabilities Act (ADA). If you require special assistance, HACSB will attempt to accommodate you in every reasonable manner. Please contact Sylvia Robles at (909) 890-6318 at least 48 hours prior to the meeting to inform us of your particular needs.

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

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

June 8, 2021

FROM

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

SUBJECT

Executive Director's Report for June 8, 2021

RECOMMENDATION(S)

Receive the Executive Director's Report for June 8, 2021.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

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

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

The Executive Director's report summarizes ongoing initiatives of HACSB's strategic plan, Moving to Work activities, overall agency updates, as well as other initiatives federally regulated by the United States Department of Housing and Urban Development.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 20, 2021.

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

June 8, 2021

FROM

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

SUBJECT

Board Building Presentation for June 8, 2021

RECOMMENDATION(S)

Receive the board building presentation for June 8, 2021, regarding preliminary information for the 2021-2022 agency budget and the 2022 Moving to Work Annual Plan.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

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

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

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

This month's board building presentation will include preliminary information on the 2021-2022 agency budget and the 2022 MTW Annual Plan.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 20, 2021.

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

June 8, 2021

FROM

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

SUBJECT

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with Ontario Housing Authority for 12 scattered site units for the Continuum of Care Program

RECOMMENDATION(S)

1. Approve a contract extension of the Project-Based Voucher Program Housing Assistance Payments Contract with Ontario Housing Authority at 12 scattered site units for the Continuum of Care Program, for a five-year period from October 1, 2021 through September 30, 2026.
2. Authorize and direct the Executive Director to execute and deliver the contract extension to Ontario Housing Authority and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

GOALS & OBJECTIVES

HACSB communication is open, honest and consistent.

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

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

FINANCIAL IMPACT

Approval of the proposed extension to the Project-Based Voucher (PBV) Program Housing Assistance Payments Contract (Contract) will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) annual budget as the payments coinciding with these contracts have already been budgeted. The Contract is funded under the Continuum of Care (CoC) program, which is administered by HACSB on behalf of the United States Department of Housing and Urban Development (HUD).

BACKGROUND INFORMATION

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

On October 11, 2011, HACSB entered into a PBV contract with Ontario Housing Authority to provide 12 permanent supportive housing units to the Project Gateway CoC Program. The Ontario Housing Authority provides accessible, safe and sanitary homes under the PBV contract as well as localized supportive services via its contract with Mercy House Living Centers. DBH provides further intensive case management services and behavioral health services when needed to support the long-term stability of the households.

Extension of Project-Based Voucher Program Housing Assistance Payments Contract with
Ontario Housing Authority for the Continuum of Care Program
June 8, 2021

The current contract extension expires September 30, 2021. The maximum allowable contract term under CoC regulations is five years. Therefore, the extension of the proposed contract is for an additional five year period effective October 1, 2021 through September 30, 2026 and is subject to continued funding from HUD.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 20, 2021.

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

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

EXISTING HOUSING

PART 1 OF HAP CONTRACT

Extension

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families, and, as applicable, 24 CFR 983.10. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

1. CONTRACT INFORMATION

a. Parties

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

_____ (PHA) and

_____ (owner).

b. Contents of contract

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

c. Contract exhibits

The HAP contract includes the following exhibits:

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

DESCRIPTION OF THE CONTRACT UNITS. (See 24 CFR 983.203 for required items.)

- EXHIBIT B: SERVICES, MAINTENANCE AND EQUIPMENT TO BE PROVIDED BY THE OWNER WITHOUT CHARGES IN ADDITION TO RENT TO OWNER
- EXHIBIT C: UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS
- EXHIBIT D: FEATURES PROVIDED TO COMPLY WITH PROGRAM ACCESSIBILITY FEATURES OF SECTION 504 OF THE REHABILITATION ACT OF 1973

ADDITIONAL EXHIBITS

d. Effective date and term of the HAP contract

1. Effective date

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

_____.

- c. The term of the HAP contract begins on the effective date.

2. Length of initial term

- a. Subject to paragraph 2.b, the initial term of the HAP contract for all contract units is:

_____.

- b. The initial term of the HAP contract may not be less than one year, nor more than twenty years.

3. Extension of term

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

4. Requirement for sufficient appropriated funding

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

e. Occupancy and payment

1. Payment for occupied unit

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

2. Vacancy payment

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

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

amount of any vacancy payments.

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

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

f. Income-mixing requirement

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

contract units in front of the applicable form of assistance):

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

The following ~~total~~ number of contract units received a form of HUD assistance listed above: _____. If all of the units in the project received such assistance, you may skip sections g.7 and g.8, below.

7. The following ~~specifies the number of contract units (if any) that were under any of the following federal rent restrictions (enter the number of contract units in front of the applicable type of federal rent restriction):~~

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

The following ~~total~~ number of contract units were subject to a federal rent restriction listed above: _____. If all of the units in the project were subject to a federal rent restriction, you may skip section g.8, below.

8. The following specifies the number of contract units (if any) designated for occupancy by elderly families or by families eligible for supportive services:
- a. Place a check mark here ____ if any contract units are designated for occupancy by elderly families; The following number of contract units shall be rented to elderly families:
- _____.
- b. Place a check mark here ____ if any contract units are designated for occupancy by families eligible for supportive services. The following number of contract units shall be rented to families eligible for supportive services:
- _____.
9. ~~The PHA and owner must comply with all HUD requirements regarding income mixing.~~

EXECUTION OF HAP CONTRACT FOR EXISTING HOUSING

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

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

SECTION 8 PROJECT-BASED VOUCHER PROGRAM

**HOUSING ASSISTANCE PAYMENTS CONTRACT
EXISTING HOUSING**

PART 2 OF HAP CONTRACT

Public reporting burden for this collection of information is estimated to average 2 hours. This includes the time for collecting, reviewing and reporting the data. The information is being collected as required by 24 CFR 983.202, which requires the PHA to enter into a HAP contract with the owner to provide housing assistance payments for eligible families. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number. Assurances of confidentiality are not provided under this collection.

Privacy Act Statement. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third-party business partners, including Public Housing Authorities, who collect, use maintain, or disseminate HUD information to protect the privacy of that information in Accordance with applicable law.

2. DEFINITIONS

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

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

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

(f) Having equivalent levels of control in other ownership structures.

Existing housing. Housing units that already exist on the proposal selection date and that substantially comply with the housing quality standards on that date. The units must fully comply with the housing quality standards before execution of the HAP contract.

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

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

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

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

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

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

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

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

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

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

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

PHA. Public Housing Agency. The agency that has entered into the HAP contract with the owner. The agency is a public housing agency as defined in the United States Housing Act of 1937 (42 U.S.C. 1437a(b)(6)).

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

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

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

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

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

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

3. PURPOSE

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

4. RENT TO OWNER; HOUSING ASSISTANCE PAYMENTS

a. Amount of initial rent to owner

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

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

b. HUD rent requirements

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

c. PHA payment to owner

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

5. To receive housing assistance payments in accordance with the HAP contract, the owner must comply with all the provisions of the HAP contract. Unless the owner complies with all the provisions of the HAP contract, the owner does not have a right to receive housing assistance payments.
6. If the PHA determines that the owner is not entitled to the payment or any part of it, the PHA, in addition to other remedies, may deduct the amount of the overpayment from any amounts due the owner, including amounts due under any other housing assistance payments contract.
7. The owner will notify the PHA promptly of any change of circumstances that would affect the amount of the monthly housing assistance payment, and will return any payment that does not conform to the changed circumstances.

d. Termination of assistance for family

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

5. ADJUSTMENT OF RENT TO OWNER

a. PHA determination of adjusted rent

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

b. Reasonable rent

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

c. No special adjustments

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

d. Owner compliance with HAP contract

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

e. Notice of rent adjustment

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

6. OWNER RESPONSIBILITY

The owner is responsible for:

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

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

7. OWNER CERTIFICATION

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

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

8. CONDITION OF UNITS

a. Owner maintenance and operation

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

b. PHA inspections

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

c. Violation of the housing quality standards

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

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

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

d. Maintenance and replacement—owner’s standard practice

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

9. LEASING CONTRACT UNITS

a. Selection of tenants

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

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

b. Vacancies

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

10. TENANCY

a. Lease

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

b. Termination of tenancy

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

c. Family payment

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

d. Other owner charges

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

e. Security deposit

1. The owner may collect a security deposit from the family.
2. The owner must comply with HUD and PHA requirements, which may change from time to time, regarding security deposits from a tenant.
3. The PHA may prohibit security deposits in excess of private market practice, or in excess of amounts charged by the owner to unassisted families.
4. When the family moves out of the contract unit, the owner, subject to State and local law, may use the security deposit, including any interest on the deposit, in accordance with the lease, as reimbursement for any unpaid tenant rent, damages to the unit or other amounts which the family owes under the lease. The owner must give the family a written list of all items charged against the security deposit and the amount of each item. After deducting the amount used as reimbursement to the owner, the owner must promptly refund the full amount of the balance to the family.
5. If the security deposit is not sufficient to cover amounts the family owes under the lease, the owner may seek to collect the balance

from the family. However, the PHA has no liability or responsibility for payment of any amount owed by the family to the owner.

11. FAMILY RIGHT TO MOVE

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

12. OVERCROWDED, UNDER-OCCUPIED, AND ACCESSIBLE UNITS

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

13. PROHIBITION OF DISCRIMINATION

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

Programs) and implementing regulations at 24 CFR part 1; the Age Discrimination Act of 1975 (42 U.S.C. 6101–6107) and implementing regulations at 24 CFR part 146; section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and implementing regulations at part 8 of this title; title II of the Americans with Disabilities Act, 42 U.S.C. 12101 *et seq.*; 24 CFR part 8; section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135; Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086, and 12107 (3 CFR, 1964–1965 Comp., p. 339; 3 CFR, 1966–1970 Comp., p. 684; 3 CFR, 1966–1970 Comp., p. 803; 3 CFR, 1978 Comp., p. 230; and 3 CFR, 1978 Comp., p. 264, respectively) (Equal Employment Opportunity Programs) and implementing regulations at 41 CFR chapter 60; Executive Order 11625, as amended by Executive Order 12007 (3 CFR, 1971–1975 Comp., p. 616 and 3 CFR, 1977 Comp., p. 139) (Minority Business Enterprises); Executive Order 12432 (3 CFR, 1983 Comp., p. 198) (Minority Business Enterprise Development); and Executive Order 12138, as amended by Executive Order 12608 (3 CFR, 1977 Comp., p. 393 and 3 CFR, 1987 Comp., p. 245) (Women’s Business Enterprise).

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

14. PHA DEFAULT AND HUD REMEDIES

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

15. OWNER DEFAULT AND PHA REMEDIES

a. Owner default

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

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

b. PHA remedies

1. If the PHA determines that a breach has occurred, the PHA may exercise any of its rights or remedies under the HAP contract.
2. The PHA must notify the owner in writing of such determination. The notice by the PHA to the owner may require the owner to take corrective action (as verified by the PHA) by a time prescribed in

the notice.

3. The PHA's rights and remedies under the HAP contract include recovery of overpayments, termination or reduction of housing assistance payments, and termination of the HAP contract.

c. PHA remedy is not waived

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

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

a. Required information

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

b. PHA and HUD access to premises

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

17. PHA AND OWNER RELATION TO THIRD PARTIES

a. Injury because of owner action or failure to act

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

b. Legal relationship

The owner is not the agent of the PHA. The HAP contract does not create or affect any relationship between the PHA and any lender to the owner or

any suppliers, employees, contractors or subcontractors used by the owner in connection with the implementation of the HAP contract.

c. Exclusion of third-party claims

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

d. Exclusion of owner claims against HUD

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

18. PHA-OWNED UNITS

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

19. CONFLICT OF INTEREST

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

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

b. Disclosure

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

c. Interest of member of or delegate to Congress

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

20. EXCLUSION FROM FEDERAL PROGRAMS

a. Federal requirements

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

b. Disclosure

The owner certifies that:

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

21. TRANSFER OF THE CONTRACT OR PROPERTY

a. When consent is required

1. The owner agrees that neither the HAP contract nor the property may be transferred without the advance written consent of the PHA in accordance with HUD requirements.
2. “Transfer” includes:
 - i. Any sale or assignment or other transfer of ownership, in any form, of the HAP contract or the property;
 - ii. The transfer of any right to receive housing assistance payments that may be payable pursuant to the HAP contract;

- iii. The creation of a security interest in the HAP contract or the property;
 - iv. Foreclosure or other execution on a security interest; or
 - v. A creditor's lien, or transfer in bankruptcy.
3. If the owner is a corporation, partnership, trust or joint venture, the owner is not required to obtain advance consent of the PHA pursuant to paragraph a for transfer of a passive and non-controlling interest in the ownership entity (such as a stock transfer or transfer of the interest of a limited partner), if any interests so transferred cumulatively represent less than half the beneficial interest in the HAP contract or the property. The owner must obtain advance consent pursuant to paragraph a for transfer of any interest of a general partner.

b. Transferee assumption of HAP contract

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

c. Effect of consent to transfer

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

d. When transfer is prohibited

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

22. SUBSIDY LAYERING

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

23. OWNER LOBBYING CERTIFICATIONS

a. The owner certifies, to the best of owner's knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the owner, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of the HAP contract, or the extension, continuation, renewal, amendment, or modification of the HAP contract.
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the HAP contract, the owner must complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

b. This certification by the owner is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352.

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

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

25. NOTICES AND OWNER CERTIFICATIONS

a. Where the owner is required to give any notice to the PHA pursuant to the

HAP contract or any other provision of law, such notice must be in writing and must be given in the form and manner required by the PHA.

- b. Any certification or warranty by the owner pursuant to the HAP contract shall be deemed a material representation of fact upon which reliance was placed when this transaction was made or entered into.

26. NOTICE OF TERMINATION OR EXPIRATION WITHOUT EXTENSION

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

27. FAMILY'S RIGHT TO REMAIN

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

28. ENTIRE AGREEMENT; INTERPRETATION

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

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

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

Address	Income Restrictions	# of units	Number of Bedrooms/Bathrooms	Contract Rent
307 – 311 W. Francis Ave., Ontario	Very Low-Income (50% of AMI)	2	2/1	1426
	Low Income (80% of AMI)	8	2/1	1426
	Moderate Income (120% of AMI)	5	2/1	1426
	Subtotal of Units	15		
209 N. Begonia Ave., Ontario	Very Low-Income (50% of AMI)	1	2/1.5	1442
	Moderate Income (120% of AMI)	3	2/1.5	1442
	Subtotal of Units	4		
216 N. Begonia Ave., Ontario	Very Low-Income (50% of AMI)	2	2/1.75	1442
	Moderate Income (120% of AMI)	2	2/1.75	1442
	Subtotal of Units	4		
217 N. Begonia Ave., Ontario	Low Income (80% of AMI)	4	2/1.75	1442
	Subtotal of Units	4		
222 N. Begonia Ave., Ontario	Very Low-Income (50% of AMI)	1	2/1.5	1442
	Low Income (80% of AMI)	3	2/1.5	1442
	Subtotal of Units	4		
223 N. Begonia Ave., Ontario	Low Income (80% of AMI)	1	2/1.75	1442
	Moderate Income (120% of AMI)	3	2/1.75	1442
	Subtotal of Units	4		
228 N. Begonia Ave., Ontario	Low Income (80% of AMI)	2	2/1.5	1442
	Moderate Income (120% of AMI)	2	2/1.75	1442
	Subtotal of Units	4		
231 N. Begonia Ave., Ontario	Very Low-Income (50% of AMI)	1	2/1.75	1442
	Low Income (80% of AMI)	1	2/1.75	1442
	Moderate Income (120% of AMI)	2	2/1.75	1442
	Subtotal of Units	4		
305 N. Begonia Ave., Ontario	Low Income (80% of AMI)	4	2/1.75	1442
	Subtotal of Units	4		
411 N. Parkside Ave., Ontario	Very Low-Income (50% of AMI)	3	4/2	1450
	Low Income (80% of AMI)	5	4/2	1450
	Subtotal of Units	8		
412 N. Parkside Ave., Ontario	Very Low-Income (50% of AMI)	2	4/2	1450
	Low Income (80% of AMI)	5	4/2	1450
	Subtotal of Units	7		
TOTAL NUMBER OF UNITS AVAILABLE		62		

EXHIBIT B

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

307 – 311 W. Francis Ave, Ontario.

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

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

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

411 – 412 N. Parkside Ave., Ontario

- Stove/range
- Central air conditioning
- Individual backyards

EXHIBIT C**UTILITIES AVAILABLE IN THE CONTRACT UNITS, INCLUDING A LISTING OF UTILITY SERVICES TO BE PAID BY THE OWNER (WITHOUT CHARGES IN ADDITION TO RENT TO OWNER) AND UTILITIES TO BE PAID BY THE TENANTS****307 – 311 W. Francis Ave, Ontario.****Utilities to be Paid by the Owner Without Charges in Addition to the Rent to Owner:**

- Water
- Sewer
- Trash

Utilities to be Paid by the Tenants:

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

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

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

Utilities to be Paid by the Tenants:

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

411 – 412 N. Parkside Ave., Ontario**Utilities to be Paid by the Owner Without Charges in Addition to the Rent to Owner:**

- Water
- Sewer
- Trash

Utilities to be Paid by the Tenants:

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

EXHIBIT D

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

307 – 311 W. Francis Ave, Ontario.

Accessible mailboxes

Grab bars as needed

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

Accessible mailboxes

Grab bars as needed

411 – 412 N. Parkside Ave., Ontario

Accessible mailboxes

Grab bars as needed

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

June 8, 2021

FROM

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

SUBJECT

Contract with Knowledge and Education for Your Success, Inc. for California Work Opportunity and Responsibility to Kids Housing Support Program Services

RECOMMENDATION(S)

1. Approve a contract amendment with Knowledge and Education for Your Success, Inc. for the provision of California Work Opportunity and Responsibility to Kids Housing Support Program Housing Navigator Services increasing the amount by \$6,480,000 for a total contract amount not to exceed \$12,960,000 and extending the term by one year through June 30, 2022.
2. Authorize and direct the Executive Director to execute and deliver the contract to Knowledge and Education for Your Success, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

GOALS & OBJECTIVES

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

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

FINANCIAL IMPACT

Approval of this item is not expected to exceed a total contract amount of \$12,960,000 of which funding resources are available from California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP) funds received by the Housing Authority of the County of San Bernardino (HACSB) pursuant to its CalWORKs HSP contract with the County of San Bernardino through the Transitional Assistance Department (TAD).

BACKGROUND INFORMATION

Under the terms of the recommended contract, HACSB's affiliate non-profit, Knowledge and Education for Your Success, Inc. (KEYS) will continue to provide housing navigation and rental assistance for CalWORKs families who identify themselves as homeless. CalWORKs HSP was established through SB 855 (Chapter 29, Statutes of 2014) to promote housing stability for families in the CalWORKs program. The Rapid Rehousing (RRH) services provided through HSP offer time-limited, individualized rental assistance at a level that enables the family to maintain housing while they seek to increase income; learn to manage a household budget; relocate to less expensive housing; and/or reduce expenses to sustain their housing. Rental assistance will be provided in a manner that is intended to prevent families from experiencing a sudden and unmanageable increase to their housing expenses at the end of program assistance. Additionally, KEYS partners with community and faith-based organizations to leverage and support payment of security deposits, utility assistance, furniture needs, and other housing costs as appropriate to the situation. Based on an average cost of \$13,728.81 per family, a total of 272 families and approximately 200 new households will be served with the available HSP allocation in 2021-22. Since January 2015 to date, the partnership with TAD, HACSB, and KEYS has served more than

2,648 families, of which 6,847 are children, resulting in the placement of 1,911 households, including 4,612 children, in permanent housing.

Implementation of this item is contingent upon Board of Supervisors and Board of Commissioners approval of a contract between the County of San Bernardino and HACSB.

PROCUREMENT

The contract award was non-competitive due to TAD writing KEYS and HACSB directly into the contract proposal for the state funding. Also, the San Bernardino County Purchasing Department determined that the non-competitive nature of a contract with HACSB and KEYS is justified based on California Department of Social Services allocation to the County of San Bernardino as a result of TAD's proposal to partner with HACSB in its application for HSP funding.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 26, 2021.



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

**FIRST AMENDMENT TO CONSULTING, SERVICES, AND NON-ROUTINE MAINTENANCE
RELATED SERVICES AGREEMENT (NON-CONSTRUCTION)**

BETWEEN

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

And

KNOWLEDGE, EDUCATION FOR YOUR SUCCESS, INC. (KEYS)

This First Amendment to Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction) is entered into as of July 1, 2021 by and between the Housing Authority of the County of San Bernardino (Authority), a public body, corporate and politic and Knowledge, Education For Your Success, Inc., a California public benefit nonprofit corporation ("KEYS"). The Authority and KEYS are referred to herein, collectively, as the "Parties."

RECITALS

WHEREAS, on June 9, 2020 (Item No. 9), the Board of Commissioners approved that certain non-competitive Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated as of July 1, 2020 (the "Agreement"), by and between the Authority and KEYS, for the purpose of KEYS providing Housing Navigator Services in the amount of \$6,480,000, for the period of July 1, 2020 through June 30, 2021.

WHEREAS, the Parties now desire to further amend the Agreement, extending the contract for one additional year period, and increasing the total contract amount by \$6,480,000 from \$6,480,000 to \$12,960,000 for a total contract period of July 1, 2020 through June 30, 2022.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Authority and KEYS hereby agree as follows:

AGREEMENT

1. Fiscal Provisions. Section V of the Agreement, entitled "Fiscal Provisions", at Subsection A, shall be amended in its entirety to increase the Contract Sum by \$6,480,000 to read as follows:

- “A. The maximum amount of reimbursement under this Contract shall not exceed \$12,960,000 for a total contract period of July 1, 2020 through June 30, 2022, of which \$8,424,000 may be federally funded, and shall be subject to availability of funds to the County and HASB. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor’s services and expenses incurred in the performance hereof, including travel and per diem.”

2. Term. Section VII of the Agreement, entitled “Term”, shall be amended in its entirety to read as follows:

“This Contract shall be effective as of July 1, 2020 and expires June 30, 2022, but may be terminated earlier in accordance with provisions of Section IX of the Contract. The Contract term may be extended for three (3) additional one-year periods by mutual agreement of the parties.

3. CalWORKs Housing Support Program. Attachment C to the Agreement, entitled “CalWORKs Housing Support Program”, shall be replaced with the new Attachment C attached to this Amendment.

4. Full Force and Effect. Except as amended hereby, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Applied Real Estate Analysis, Inc. have signed the amendment.

**KNOWLEDGE, EDUCATION, FOR YOUR
SUCCESS, INC.**

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Name: Maria Razo

Title: Executive Director

Date: _____

CalWORKs HOUSING SUPPORT PROGRAM
July 1, 2021 through June 30, 2022

I. DIRECT FINANCIAL ASSISTANCE**1. PERMANENT HOUSING****BUDGET**

Financial Assistance		<u>\$2,482,000</u>
<u>Subtotal Permanent Housing</u>		<u>\$2,482,000</u>

2. INTERIM**PTEs****BUDGET**

Accounting Assistant - Motel	1	\$37,185
Engagement Officer	1	\$51,453
Housing Officer	1	\$27,822
Intake Specialist	3	\$84,594
Bridges (PJAC/HSP)		\$20,000
Risk Mitigation		\$150,000
Master Leasing		\$300,000
Inspections		\$96,254
Organization Capacity Building/Assessments		\$25,000
Tenant / Landlord Education Workshops		\$5,000
Resources Coordination		\$10,000
Certification/Trainings		\$15,000
Making Home Habitable		\$200,000
Housing First		\$120,000
Motel/H.O.P.E.		<u>\$550,000</u>
<u>Subtotal Interim</u>		<u>\$1,692,307</u>

II. CASE MANAGEMENT**1. PERSONNEL****PTEs****BUDGET**

Program Manager	3	\$190,171
Program Officer	1	\$59,480
Service Coordinators	18	\$771,652
<u>Subtotal Case Management</u>		<u>\$1,021,303</u>

III. ADMINISTRATIVE /SUPPORTIVE EXPENSES**1. PROGRAM MANAGEMENT****BUDGET**

Administration & Program Management (Housing Authority/KEYS)		<u>\$520,023</u>
<u>Subtotal Program Management</u>		<u>\$520,023</u>

ATTACHMENT C**2. PERSONNEL OTHER****PTEs****BUDGET**

Executive Director	1	\$123,051
Deputy Executive Director	1	\$102,965
Finance Manager	1	\$87,442
Junior Accountant	1	\$48,757
Accounting Assistant	1	\$31,592
<u>Subtotal Personnel Other</u>		<u>\$393,809</u>

3. DATA COLLECTION AND TRACKING EXPENSES**PTEs****BUDGET**

Data Collection and Tracking Expenses (Housing Authority/KEYS)		\$250,000
Data Analytic Manager	1	\$56,026
Data Specialist	2	\$64,532
<u>Subtotal Data Collection and Tracking Expenses</u>		<u>\$370,558</u>

TOTAL PROGRAM EXPENSES**\$6,480,000**

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

June 8, 2021

FROM

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

SUBJECT

Contract Amendment with the County of San Bernardino's Transitional Assistance Department for California Work Opportunity and Responsibility to Kids Housing Support Program Services

RECOMMENDATION(S)

1. Approve a contract amendment with the County of San Bernardino's Transitional Assistance Department for the provision of California Work Opportunity and Responsibility to Kids Housing Support Program services increasing the amount by \$6,480,000 for a total contract amount not to exceed \$12,960,000 and extending the term by one year through June 30, 2022.
2. Authorize and direct the Executive Director to execute and deliver the contract to the County of San Bernardino's Transitional Assistance Department and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

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

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

FINANCIAL IMPACT

The County of San Bernardino (County) Transitional Assistance Department (TAD) received notification from the California Department of Social Services (CDSS) of Fiscal Year 2021-2022 allocation for the California Work Opportunity and Responsibility to Kids (CalWORKs) Housing Support Program (HSP) in an amount of \$6,480,000 for a total contract amount not to exceed \$12,960,000. The recommended contract is for a one-year period by mutual agreement by TAD and the Housing Authority of the County of San Bernardino (HACSB).

BACKGROUND INFORMATION

Under the terms of the recommended contract, HACSB will continue to provide contracted services to TAD, for the provision of housing and rental assistance for CalWORKs families who identify themselves as homeless. CalWORKs HSP was established through SB 855 (Chapter 29, Statutes of 2014) to promote housing stability for families in the CalWORKs program. The Rapid Rehousing (RRH) services provided through HSP offer time-limited, individualized rental assistance at a level that enables the family to maintain housing while they seek to increase income; learn to manage a household budget; relocate to less expensive housing; and/or reduce expenses to sustain their housing. Rental assistance will be provided in a manner that is intended to prevent families from experiencing a sudden and unmanageable increase to their housing expenses at the end of program assistance. HACSB, and its affiliate non-profit, Knowledge and Education for Your Success, Inc. (KEYS), work with families and private landlords to provide RRH and rental assistance. Based on an average cost of \$13,728.81 per family, a total of 272 families and approximately 200 new households will be served with the available HSP allocation in 2021-

22. Since January 2015 to date, the partnership with TAD, HACSB, and KEYS has served more than 2,648 families, of which 6,847 are children, resulting in the placement of 1,911 households, including 4,612 children, in permanent housing.

KEYS partners with community and faith-based organizations to leverage and support payment of security deposits, utility assistance, furniture needs, and other housing costs as appropriate to the situation.

PROCUREMENT

The County's Purchasing Department determined that the non-competitive nature of a contract with HACSB is justified based on CDSS' allocation to the County as a result of TAD's proposal to partner with HACSB in its application for HSP funding.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 26, 2021.



Contract Number

20-503 A-1

SAP Number

4400014304

Transitional Assistance Department

Department Contract Representative	<u>John Greswit, Contract Analyst</u>
Telephone Number	<u>(909) 388-0255</u>
Contractor	<u>Housing Authority of the County of San Bernardino</u>
Contractor Representative	<u>Maria Razo, Executive Director</u>
Telephone Number	<u>(909) 890-0644</u>
Contract Term	<u>07/01/20 through 06/30/22</u>
Original Contract Amount	<u>\$ 6,480,000</u>
Amendment Amount	<u>\$ 6,480,000</u>
Total Contract Amount	<u>\$12,960,000</u>
Cost Center	<u>5017601000 and 5017611000</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 1

It is hereby agreed to amend Contract No. 20-503, effective July 1, 2021, as follows:

SECTION V. FISCAL PROVISIONS

Paragraph A. is amended to read as follows:

- A. The maximum amount of payment under this Contract shall not exceed \$12,960,000, of which \$8,424,000 may be federally funded, and payment shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.

SECTION VIII. TERM

Section VIII. Is amended to read as follows:

This Contract is effective as of July 1, 2020, and is extended from its original expiration date of June 30, 2021, to expire on June 30, 2022, but may be terminated earlier in accordance with the provisions of Section IX of the

Contract. The Contract term may be extended for three (3) additional one-year periods by mutual agreement of the parties.

ATTACHMENT C – PROGRAM BUDGET

Amend Contract No. 20-503 by adding a new Attachment C, CalWORKs Housing Support Program Budget Effective July 1, 2021 through June 30, 2022, attached hereto and incorporated herein by this reference.

All other terms and conditions of Contract No. 20-503 remain in full force and effect.

COUNTY OF SAN BERNARDINO

►

Curt Hagman, Chairman, Board of Supervisors

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

HOUSING AUTHORITY OF THE COUNTY OF
SAN BERNARDINO

(Print or type name of corporation, company, contractor, etc.)

By ►

(Authorized signature - sign in blue ink)

Name Maria Razo

(Print or type name of person signing contract)

Title Executive Director

(Print or Type)

Dated: _____

Address 715 East Brier Drive

San Bernardino, CA 92408

FOR COUNTY USE ONLY

Approved as to Legal Form

►
Adam Ebright, Deputy County Counsel

Date _____

Reviewed for Contract Compliance

►
Jennifer Mulhall-Daudel, HS Contracts

Date _____

Reviewed/Approved by Department

►
Gilbert Ramos, Director

Date _____

CalWORKs HOUSING SUPPORT PROGRAM
July 1, 2021 through June 30, 2022

I. DIRECT FINANCIAL ASSISTANCE**1. PERMANENT HOUSING****BUDGET**

Financial Assistance		<u>\$2,482,000</u>
<u>Subtotal Permanent Housing</u>		<u>\$2,482,000</u>

2. INTERIM**PTEs****BUDGET**

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Risk Mitigation		\$150,000
Master Leasing		\$300,000
Inspections		\$96,254
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Resources Coordination		\$10,000
Certification/Trainings		\$15,000
Making Home Habitable		\$200,000
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Junior Accountant	1	\$48,757
Accounting Assistant	1	\$31,592
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Data Collection and Tracking Expenses (Housing Authority/KEYS)		\$250,000
Data Analytic Manager	1	\$56,026
Data Specialist	2	<u>\$64,532</u>
<u>Subtotal Data Collection and Tracking Expenses</u>		<u>\$370,558</u>
<u>TOTAL PROGRAM EXPENSES</u>		<u>\$6,480,000</u>

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

June 8, 2021

FROM

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

SUBJECT

Regular Meeting Minutes for Meeting Held on May 11, 2021

RECOMMENDATION(S)

Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on May 11, 2021.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

HACSB communication is open, honest and consistent.

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

The HACSB Board of Commissioners (Board) Regular Meeting took place on May 11, 2021 and attached are the comprehensive minutes for review and approval by the Board.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 25, 2021.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
May 11, 2021**

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting via teleconference and videoconference (Zoom at call-in number (669) 900-6833, Meeting ID 845 1154 2998, Password 197544) at 3:00 p.m. on May 11, 2021.

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

Commissioner Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo

Also in attendance were: Maria Razo, Executive Director; Gus Joslin, Deputy Executive Director; Rishad Mitha, Director of Operations; Jennifer Dawson, Director of Human Resources; Nicole Beydler, Sr. Management Analyst; Renee Kangas, Management Analyst; Jesse Diaz, Finance Manager; Angie Lardapide, Procurement and Contracts Supervisor; Kristin Maithonis, Assistant Director of Housing Services; Perlie Liu, Asset Management Analyst; Evan Miles, Project Manager and Claudia Hurtado, Executive Assistant.

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

The Chairman called for additions or deletions to the May 11, 2021 agenda.

Changes to the agenda were addressed as items were presented to the board.

Commissioner Tarango joined the Board of Commissioners meeting at 3:02 pm.

The Chairman provided an opportunity for members of the public to address the Board of Commissioners. Secretary of the Board, declared there were no public comments submitted.

The Executive Director's Report was requested.

Executive Director Razo gave the Executive Director's Report.

The Board Building Presentation for May 11, 2021 regarding an overview of the Federal and State of California Emergency Housing Voucher programs was requested.

The Board Building Presentation for April 13, 2021 regarding an overview of the Federal and State of California Emergency Housing Voucher programs was presented by Rishad Mitha, Director of Operations, and by Executive Director Maria Razo.

Commissioner MacDuff asked if the funds are going directly to the landlord, as opposed to the tenant and then to the landlord?

Director of Operations, Rishad Mitha answered the question by stating, the funds are received by the Housing Authority and paid directly to the landlord for rental assistance.

Commissioner MacDuff asked what the vacancy rate is for San Bernardino County's rental housing? Rishad Mitha answered by stating, according to Orange County Register's article, Inland Empire's rental market is tighter than Los Angeles County. Landlord incentives will assist in housing families with vouchers in hand. Commissioner MacDuff also inquired regarding the longevity of the Emergency Housing Voucher program and how it will be funded over time. Rishad Mitha and Maria Razo provided information that has been provided by HUD thus far.

Discussion calendar item number 6 to, 1) Approve Amendment No. 1 to Memorandum of Understanding with Foothill AIDS Project for the Housing Opportunities for Persons with AIDS program, extending the term one additional year, effective July 1, 2021 through June 30, 2022, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Foothill AIDS Project, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested. Executive Director Razo explained the item.

Commissioner Miller moved to approve discussion calendar item number 6 to, 1) Approve Amendment No. 1 to Memorandum of Understanding with Foothill AIDS Project for the Housing Opportunities for Persons with AIDS program, extending the term one additional year, effective July 1, 2021 through June 30, 2022, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to Foothill AIDS Project, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, which motion was duly seconded by Commissioner Tarango, and upon roll call the Ayes and Nays were as follows:

Ayes

Commissioner Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Discussion calendar item number 7, to 1) Approve Amendment No. 1 to Contract No. PC979, effective May 29, 2021 with Partners in Diversity, Inc. for temporary maintenance staffing services, exercising the two-year extension option through May 28, 2023 in the amount not to exceed of \$142,500 for an overall contract amount of \$285,000, 2) Approve Amendment No. 1 to Contract No. PC979, effective May 29, 2021 with HB Staffing Services for temporary maintenance staffing services, exercising the two-year extension option through May 28, 2023 in the amount not to exceed of \$142,500 for an overall contract amount of \$285,000, 3) Authorize and direct the Executive Director to execute and deliver the contract amendments to Partners in Diversity, Inc. and HB Staffing Services, and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Commissioner Muñoz moved to approve the discussion calendar item number 7, to 1) Approve Amendment No. 1 to Contract No. PC979, effective May 29, 2021 with Partners in Diversity, Inc. for temporary maintenance staffing services, exercising the two-year extension option through May 28, 2023 in the amount not to exceed of \$142,500 for an overall contract amount of \$285,000, 2) Approve Amendment No. 1 to Contract No. PC979, effective May 29, 2021 with HB Staffing Services for temporary maintenance staffing services, exercising the two-year extension option through May 28, 2023 in the amount not to exceed of \$142,500 for an overall contract amount of \$285,000, 3) Authorize and direct the Executive Director to execute and deliver the contract amendments to Partners in Diversity, Inc. and HB Staffing Services, and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, which motion was duly seconded by Commissioner Miller, and upon roll call the Ayes and Nays were as follows:

Ayes

Commissioner Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Commissioner MacDuff suggested the language on the memo, under the Procurement section, to revise to reflect plural “vendors” instead of “vendor”. Also, in the scope of work, to revise the days worked to “Monday to Thursday” instead of “Thursday to Thursday”

Approval of the discussion calendar item number 8 to, 1) Adopt Resolution No. 111 to: a. Authorize the transfer of the remainder parcels of land at the former Waterman Gardens public housing site pursuant to Rental Assistance Demonstration Restrictive Covenants, b. Authorize to have non-profit affiliate Housing Partners I, Inc. to be added as the managing member of the limited liability company, Arrowhead Grove LLC, 2) Authorize and direct the Executive Director to negotiate and execute agreement(s) as necessary to effectuate the transfer of the remainder parcels of land at the former Waterman Gardens public housing site pursuant to Rental Assistance Demonstration Restrictive Covenants recorded against the property as mandated by the United States Department of Housing and Urban Development, upon consultation with Legal Counsel, was requested.

Executive Director Maria Razo explained the item.

Commissioner MacDuff moved to approve the discussion calendar item number 8 to, 1) Adopt Resolution No. 111 to: a. Authorize the transfer of the remainder parcels of land at the former Waterman Gardens public housing site pursuant to Rental Assistance Demonstration Restrictive Covenants, b. Authorize to have non-profit affiliate Housing Partners I, Inc. to be added as the managing member of the limited liability company, Arrowhead Grove LLC, 2) Authorize and direct the Executive Director to negotiate and execute agreement(s) as necessary to effectuate the transfer of the remainder parcels of land at the former Waterman Gardens public housing site pursuant to Rental Assistance Demonstration Restrictive Covenants recorded against the property as mandated by the United States Department of Housing and Urban Development,

upon consultation with Legal Counsel, which motion was duly seconded by Commissioner Miller, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Commissioner MacDuff asked, when an RFP will be submitted to start the next phase? Executive Director Razo responded that HACSB has not taken on this task just yet, but would be an item that will need to be presented to the Board at a future time.

Commissioner Johnson asked, in regard to the LLC membership breakdown of the two entities, What would be the vote between HACSB and HPI, if HPI joins?

Deputy Executive Director, Gus Joslin answered the question by stating that due to the Housing Opportunity Through Modernization Act of 2016 (HOTMA), per the criteria, when using an affiliate non-profit, the ownership will need to be 51% for the non-profit affiliate.

Legal Counsel, Fred Galante, added by stating, per the contracts Exhibit B of the Operating Agreement, having HPI as the majority part owner is intended to address the prevailing wage impacts.

Commissioner Johnson asked if HPI is purchasing their percentage of the LLC? Deputy Executive Director answered the question by stating, a loan agreement has been established, the Housing Authority and HPI will make a loan agreement based on the market value of the property where HPI will be required to repay the Housing Authority for the value of the property.

Commissioner Pinedo asked, due to no mention of a specific partner, will board agenda item number 8, be a conflict of interest or not.

Legal Counsel Fred Galante answered the questions by stating, due to no mention of specific partners, Commissioner Pinedo does not have any conflict of interest that will impede him to step away from the Board of Commissioners meeting, Tuesday, May 11, 2021, but that any future discussion discussing a specific developer should be re-evaluated at that time.

Approval of the consent calendar agenda items numbers 9 -11, to:

9) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on April 13, 2021.

10) Approve and file Agency-wide Financial Statements through January 2021.

11) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in February 2021.

Commissioner Muñoz moved to approve consent calendar agenda items numbers 9 -11, to:

9) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Regular Meeting held on April 13, 2021.

10) Approve and file Agency-wide Financial Statements through January 2021.

11) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month ending in February 2021, which motion was duly seconded by Commissioner MacDuff, and upon roll call the Ayes and Nays were as follows:

Ayes

Commissioner Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

Chairman provided an opportunity for individual Board member comments.

There being no other business, Commissioner Tarango moved for the regular meeting of Tuesday, May 11, 2021 to be adjourned, which motion was duly seconded by Commissioner Muñoz, and upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Johnson
Commissioner MacDuff
Commissioner Miller
Commissioner Muñoz
Commissioner Pinedo
Commissioner Tarango

Nays

The meeting adjourned at 4:03 p.m.

Tim Johnson, Chair

Absent

Beau Cooper, Vice Chair

Cassie MacDuff

Sylvia Miller

Jessie Muñoz

Bobby Tarango

Dr. Ciriaco “Cid” Pinedo

Attest:

Secretary

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

June 8, 2021

FROM

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

SUBJECT

Agency-wide Financial Statements through February 2021

RECOMMENDATION(S)

Approve and file Agency-wide Financial Statements through February 2021.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

We have a healthy organization marked by financial stability and a culture of respect, empowerment, and passion for the mission.

FINANCIAL IMPACT

The Housing Authority of the County of San Bernardino's (HACSB) year-to-date agency-wide net income through February 2021 for Federal Fiscal Year (FFY) 2020-21 is \$4,608,857. The net income is currently greater than the anticipated \$251,205 net income, with a variance of \$4.3 million, primarily due to physical needs assessment work and capital projects that were budgeted, but not completed in the amount of \$3.8 million (reflected in the extraordinary maintenance expenses line and the grant expense item). There were also lower than anticipated costs in administrative and maintenance expenses mainly due to pending computer equipment and software purchases, lower maintenance and contract costs due to deferred internal maintenance as a result of the pandemic and several vacant positions. Depreciation expense is not budgeted and amounted to \$2.4 million through February 2021.

Financial Summary	FY 2021 YTD
Revenues	\$67,109,042
Expenses	\$60,082,048
Operating Gain	\$ 7,026,994
Operating Transfers/Non-Operating Items	\$ 2,418,137
Net Income/(Loss)	\$ 4,608,857

BACKGROUND INFORMATION

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2020-21 budget and financial operations continue to support the vision and mission of HACSB and are in line with its Strategic Plan and Moving to Work Annual Plans. Overall, HACSB has demonstrated fiscal stability even through the challenges presented by the pandemic. FFY 2020-21 is expected to be another challenging year as the effects of the pandemic continue to impact the agency's operations and finances.

Funding notifications for the 2021 calendar year were received from HUD in late March, which included an unexpected inflation factor of 8%. We are currently working on analyzing the impact

of the 2021 funding numbers in comparison to current costs and will continue to do so. In the 2020 calendar year, we experienced large cost increases, and an insufficient inflation factor increase, which resulted in decreasing the overall size of the MTW Housing Choice Voucher program through attrition. Based on current analysis, we expect that we will be able to serve approximately 400 additional families through the MTW Housing Choice Voucher tenant-based program, which currently has a waiting list of 20,000+ families.

Following is a recap of the COVID related challenges mentioned above, as well as other financial items to highlight.

- COVID-19 pandemic related:
 - Continued increases in housing assistance payment costs in the Housing Choice Voucher Program *related to families income decreasing and total contract rent increasing*, which causes a corresponding increase on the portion that the agency pays the landlord on behalf of the program participating family.
 - Increases in agency costs (i.e. Office modifications, cleaning costs, paid leave, technology, etc.).
 - Rental income losses related to the eviction moratorium in the Authority Owned portfolio.
 - Inconsistent staffing levels due to childcare and health issues.
- Physical needs improvements: The need to continue to address the physical needs assessment identified repairs within the Authority Owned Portfolio. Maintenance of aging properties is extremely costly, but it is needed to preserve our affordable housing developments. Some of this work has been deferred to account for rental income losses resulting from the pandemic.
- Benefit increases: Increases to employer paid medical, dental and pension benefits.

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

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

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 20, 2021.

HACSB
Budget Comparison
 Period = Oct 2020-Feb 2021

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	11,095,041	10,280,927	814,114	7.92	6,523,335
Total Other Tenant Income	180,507	250,277	(69,770)	-27.88	150,299
NET TENANT INCOME	11,275,547	10,531,204	744,344	7.07	6,673,634
GRANT INCOME					
TOTAL GRANT INCOME	52,616,811	54,256,296	(1,639,485)	-3.02	34,571,834
OTHER INCOME					
TOTAL OTHER INCOME	3,216,683	2,891,542	325,141	11.24	2,379,934
TOTAL INCOME	67,109,042	67,679,042	(570,000)	-0.84	43,625,402
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	2,400,389	5,748,871	3,348,481	58.25	2,595,257
ADMINISTRATIVE					
Total Administrative Salaries	5,234,131	6,138,344	904,213	14.73	3,545,913
Total Legal Expense	105,787	116,030	10,243	8.83	113,814
Total Other Admin Expenses	2,453,191	2,332,154	(121,037)	-5.19	1,500,104
Total Miscellaneous Admin Expenses	838,593	1,242,182	403,589	32.49	943,680
TOTAL ADMINISTRATIVE EXPENSES	8,631,703	9,828,711	1,197,008	12.18	6,103,511
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	45,202	216,296	171,094	79.10	55,833
UTILITIES					
TOTAL UTILITY EXPENSES	1,373,773	1,593,481	219,708	13.79	935,626
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	1,102,905	1,057,204	(45,701)	-4.32	668,710
Total Materials	316,689	423,180	106,490	25.16	234,323
Total Contract Costs	1,062,028	1,838,873	776,845	42.25	1,010,605
TOTAL MAINTENANCE EXPENSES	2,481,622	3,319,256	837,634	25.24	1,913,638
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	391,378	506,477	115,099	22.73	320,831
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	1,430,115	1,923,970	493,855	25.67	1,252,939
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	42,699,546	43,655,288	955,742	2.19	27,855,311
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	628,321	635,488	7,167	1.13	363,911
TOTAL OPERATING EXPENSES	60,082,048	67,427,837	7,345,789	10.89	41,396,857
OPERATING NET INCOME	7,026,994	251,205	6,775,789	2,697.32	2,228,544
NET OPERATING TRANSFER IN/OUT	-	-	-	N/A	-
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	2,418,137	-	(2,418,137)	N/A	-
NET INCOME	4,608,857	251,205	4,357,652	1,734.70	2,228,544

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

June 8, 2021

FROM

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

SUBJECT

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss for the Month of March 2021

RECOMMENDATION(S)

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of March 2021.

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

GOALS & OBJECTIVES

HACSB communication is open, honest and consistent.

HACSB has secured the resources needed for accomplishing its mission.

FINANCIAL IMPACT

The accounts receivable losses for the month ending March 31, 2021 are \$25,534.37. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in its annual budget. The monthly losses as detailed below are in line with the budgeted losses and historical trends.

BACKGROUND INFORMATION

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

Despite HACSB's efforts to collect the debts listed in the attached reports, it has been determined that such debts are uncollectible. However, collection efforts will continue with HACSB's contracted collection agency. As part of HACSB's standard property management business practices, Board of Commissioners approval is requested to write off these accounts as accounts receivable losses to the Authority Owned Portfolio. Losses during this time period are primarily for voluntary move outs and skips, with the exception of three evictions that occurred due to non-financial lease violations. The total write off for the month of March 2021 is \$25,534.37, as delineated in the following table. Attached is a worksheet that itemizes the individual accounts.

SUMMARY BY PROPERTY MANAGEMENT		
PROPERTY	NO. VACATED	TOTAL
206 – Colton	1	\$1,042.00
207 – Barstow	1	\$90.00

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss
for the Month of March 2021
June 8, 2021

SUMMARY BY PROPERTY MANAGEMENT		
PROPERTY	NO. VACATED	TOTAL
403 – Summit Walk	1	\$18,106.00
407 – Sunset Pointe	0	-
408 – Sunrise Vista	3	\$1,648.03
409 – Andalusia	1	-
417 – Yucca	1	\$3.00
426 – Sunnyside	0	-
467 – Hillcrest	1	\$5,851.00
Concessions Write Off		-
TOTAL RENT WRITE OFF	9	\$26,740.03
Miscellaneous Charges		(\$5,970.00)
Maintenance Charges		\$7,254.34
Legal Charges		\$3,900.00
Security Deposits Applied		(\$6,390.00)
NET TOTAL WRITE OFF		\$25,534.37

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on May 20, 2021.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 03/31/21

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
206- Colton													
1	L.	J.		T	1,748.00	1,042.00	-	-	-	-	1,042.00	500.00	542.00
2													
3													
4													
TOTALS:						1,042.00	-	-	-	-	1,042.00	500.00	542.00

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	Program Term- Over-income	9/1/2020	Posted/M ailed	NA	NA	NA		NA	NA	03/18/21
2										
3										
4										

207 - Barstow													
1	E.	J.		V	248.00	90.00			1,113.00	-	1,203.00	1,000.00	203.00
2													
3													
4													
TOTALS:						90.00	-	-	1,113.00	-	1,203.00	1,000.00	203.00

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	Voluntary Move Out	N/A	N/A	N/A	N/A	N/A		N/A		03/01/21
2										
3										
4										

403 - Summit Walk													
1	S.	S.		E	1,475.00	18,106.00	-		1,368.00	1,500.00	20,974.00	835.00	20,139.00
							-				-		-
TOTALS:						18,106.00	-	-	1,368.00	1,500.00	20,974.00	835.00	20,139.00

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	3 Day Pay or Quit	12/20/20	Hand	12/08/20		N		N/A	03/23/21	03/23/21

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

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

03/31/21

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													
2	M.	A.					-		(457.13)		(457.13)		(457.13)
3	M.	E.					-		(120.00)		(120.00)		(120.00)
4	B.	L.					-		(1,380.00)		(1,380.00)		(1,380.00)
5	C.	D.					-		(889.00)		(889.00)		(889.00)
6	Z.	A.					-		775.00		775.00		775.00
							-		-		-		-
TOTALS:						-	-	-	(2,071.13)	-	(2,071.13)	-	(2,071.13)

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
2	Collection on bad debt									
3	Collection on bad debt									
4	Payment on bad debt and adjustment to prior month write off									
5	Payment on bad debt									
6	Adjustment to prior month write off									

408 - Sunrise Vista													
7	A.	N.				-			(141.44)		(141.44)		(141.44)
8	J.	A.							(167.61)	-	(167.61)		(167.61)
9	U.	C.		V	895.00	692.03			1,479.04	-	2,171.07	400.00	1,771.07
10	C.	M.		E	825.00	948.00			1,253.50	900.00	3,101.50	700.00	2,401.50
11	M.	S.		V	825.00	8.00			1,781.00	-	1,789.00	500.00	1,289.00
							-		-		-		-
TOTALS:						1,648.03	-	-	4,204.49	900.00	6,752.52	1,600.00	5,152.52

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
7	Collection on bad debt									
8	Collection on bad debt									
9	30 Day Notice	02/17/21								03/17/21
10	Legal/Criminal Evict	10/01/20	Posted	10/20/20	10/20/20	N		N/A	turned in keys 03/02/21	03/02/21
11	60 Day Notice	01/04/21								03/01/21

409 - Andalusia													
1	S.	T.		V	1,300.00	-			825.18	-	-	799.00	26.18
2													
3													
TOTALS:						-	-	-	825.18	-	-	799.00	26.18

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	Voluntary move out	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	03/31/21
2										
3										

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 03/31/21

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
417 - Yucca													
12	S.	D.		V	1,595.00	3.00	-		2,572.00		2,575.00	1,000.00	1,575.00
							-				-		-
TOTALS:						3.00	-	-	2,572.00	-	2,575.00	1,000.00	1,575.00
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
12	30 Day Notice	01/20/21									02/20/21		

426 - Sunnyside													
13	E.	M.							(40.20)		(40.20)		(40.20)
14	A.	C.							(720.00)		(720.00)		(720.00)
											-		-
TOTALS:						-	-	-	(760.20)	-	(760.20)	-	(760.20)
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
13	Collection on bad debt												
14	Collection on bad debt												

467 - Hillcrest													
15	H.	S.							(306.00)		(306.00)		(306.00)
16	P.	P.		E	597.00	5,851.00		(5,970.00)	309.00	1,500.00	1,690.00	656.00	1,034.00
TOTALS:						5,851.00	-	(5,970.00)	3.00	1,500.00	1,384.00	656.00	728.00
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		
15	Payment on bad debt												
16	Eviction/Nuisance	12/03/20	Posted	12/03/20	12/03/20	Y		02/04/21	02/24/21		02/24/21		
ALL PROPERTY TOTALS:						26,740.03	-	(5,970.00)	7,254.34	3,900.00	31,099.19	6,390.00	25,534.37

Submitted by: Lucy Leslie Date: 4/15/2021 Reviewed by: Rishad Mitha Date:

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