

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

TO BE HELD AT 672 SOUTH WATERMAN AVENUE  
SAN BERNARDINO, CALIFORNIA  
April 25, 2023 AT 3:00 P.M.

**AGENDA**

**PUBLIC SESSION**

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

**DISCUSSION CALENDAR**

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

- 4) Receive the Executive Director's Report for April 25, 2023.  
(Page 1)
- 5) Receive the board building presentation for April 25, 2023, a recap and update of the Housing Authority of the County of San Bernardino's legislative Capitol Hill visits in March.  
(Page 2)
- 6) Approve Resolution No. 174 amending the Conflict of Interest Policy applicable to the Board of Commissioners and Employees of the Housing Authority of the County of San Bernardino.  
(Pages 3-13)

- 7) 1 – Approve Amendments to Contract No. PC1152, effective May 1, 2023, for agency-wide landscaping services to Advanced Environmental Landscape Corp. increasing the current amount by \$248,726.30 for a total contract amount not to exceed \$1,063,040.00, and to Priority Landscape Services LLC, increasing the current amount by \$188,820.00 for a total contract amount not to exceed \$717,221.07 for an aggregate total amount not to exceed \$1,780,261.37 and exercising the single year option extension for both contracts through April 30, 2024.
- 2 – Authorize and direct the Executive Director to execute and deliver the contract amendments to Advanced Environmental Landscape Corp. and Priority Landscape Services LLC and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Page 14-30)

## **CONSENT CALENDAR**

- APPROVAL OF CONSENT ITEMS: # 8-10
- 8) Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on March 14, 2023.  
(Pages 31-35)
- 9) Approve and file Agency-wide Financial Statements through December 2022.  
(Pages 36-38)
- 10) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of January 2023.  
(Pages 39-44)
- 11) Individual Board member comments.
- 12) 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 672 South Waterman Ave., San Bernardino, California, 92408. The agenda and its supporting documents can be viewed online at <http://www.hacsb.com>. However, the online agenda may not include all available supporting documents or the most current version of documents.

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

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

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

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

**April 25, 2023**

**FROM**

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

**SUBJECT**

**Executive Director's Report for April 25, 2023**

**RECOMMENDATION(S)**

Receive the Executive Director's Report for April 25, 2023.  
(Presenter: Maria Razo, Executive Director, 332-6305)

**STRATEGIC PLAN ALIGNMENT**

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

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

**FINANCIAL IMPACT**

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

**BACKGROUND INFORMATION**

The Executive Director's report summarizes ongoing initiatives of HACSB's strategic plan, Moving to Work activities, overall agency updates, as well as other initiatives federally regulated by the 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 April 13, 2023.

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

**April 25, 2023**

**FROM**

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

**SUBJECT**

**Board Building Presentation for April 25, 2023**

**RECOMMENDATION(S)**

Receive the board building presentation for April 25, 2023, a recap and update of the Housing Authority of the County of San Bernardino's legislative Capitol Hill visits in March.  
(Presenter: Maria Razo, Executive Director, 332-6305)

**STRATEGIC PLAN ALIGNMENT**

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

**FINANCIAL IMPACT**

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

**BACKGROUND INFORMATION**

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

This month's board building presentation will include a recap and update of HACSB's legislative Capitol Hill visits in March.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on, April 13, 2023.

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

**April 25, 2023**

## **FROM**

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

## **SUBJECT**

**Amendment to Conflict of Interest Policy**

## **RECOMMENDATION(S)**

Approve Resolution No. 174 amending the Conflict of Interest Policy applicable to the Board of Commissioners and Employees of the Housing Authority of the County of San Bernardino. (Presenter: Maria Razo, Executive Director, 332-6305)

## **STRATEGIC PLAN ALIGNMENT**

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

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

## **FINANCIAL IMPACT**

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

## **BACKGROUND INFORMATION**

HACSB strives to assure that all of its team members, whether serving as HACSB Board of Commissioners (Board) or employees, adhere to all applicable legal requirements. To this end, the U.S. Department of Housing and Urban Development (HUD) requires that all housing authorities adopt conflict of interest policies applicable to its governing board and those employees who exercise functions or responsibilities related to HACSB properties or programs.

The Conflict of Interest Policy (Policy) was approved by the Board on September 13, 2022 (Item No. 6). After that time, further review required some additional changes to clarify areas such as who were considered covered individuals and who was considered the local governing body. The proposed amendment further defines local governing body to include the Board and the San Bernardino County Board of Supervisors.

The Policy establishes a standard of conduct to protect the financial well-being, reputation and legal obligations of HACSB. It requires disclosure of employment, activities, or enterprises that may constitute a real or apparent conflict of interest with the activities and programs of HACSB. These standards and mandated disclosures are based on the authority established under applicable law, including but not limited to, 2 Code of Federal Regulations (C.F.R.) § 200.318, 24 C.F.R. § 982.161, the conflict of interest provisions found within HUD's Annual Contributions Contract and Housing Assistance Payments Contract, California Health and Safety Code (Health & Saf. Code) § 34281, California Government Code (Gov. Code) § 1090, et seq., Gov. Code § 1126, et. seq., Gov. Code § 87100, et seq., and California Code of Regulations (Cal. Code Regs.), title 2, § 18700, et. seq.

Amendment to Conflict of Interest Policy  
April 25, 2023

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on April 14, 2023.

**HOUSING AUTHORITY RESOLUTION NO. 2023-174**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE  
COUNTY OF SAN BERNARDINO AMENDING THE CONFLICT OF INTEREST POLICY  
APPLICABLE TO THE BOARD OF COMMISSIONERS AND EMPLOYEES OF THE HOUSING  
AUTHORITY OF THE COUNTY OF SAN BERNARDINO**

**WHEREAS**, the Housing Authority of the County of San Bernardino (HACSB) strives to assure that all of its members, whether serving as Commissioners or employees of the HACSB adhere to all legal provisions applicable to the HACSB and its activities;

**WHEREAS**, the HACSB, its Commissioners and employees wish to assure that they at all times follow all applicable statutes, regulations, and U.S. Department of Housing and Urban Development (HUD)-mandated contractual provisions related to employment, activities, or enterprises that may constitute a real or apparent conflict of interest, including, but not limited to, 2 Code of Federal Regulations (C.F.R.) § 200.318, 24 C.F.R. § 982.161, the conflict of interest provisions found within HUD's Annual Contributions Contract and Housing Assistance Payments Contract, California Health and Safety Code (Health & Saf. Code) § 34281, California Government Code (Gov. Code) § 1090, et seq., Gov. Code § 1126, et. seq., Gov. Code § 87100, et seq., and California Code of Regulations (Cal. Code Regs.), title 2, § 18700, et. seq.; and

**WHEREAS**, on September 13, 2022, the Board of Commissioners adopted a Conflict of Interest Policy in keeping with the above HUD and California requirements.

**WHEREAS**, HACSB staff and legal counsel have identified certain updates required to the Conflict of Interest Policy, as shown in Exhibit "A" hereto, and the Board of Commissioners wishes to adopt such amendments to the Policy by adopting Resolution.

**NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

**SECTION 1.** The foregoing recitals are true and correct and are incorporated herein by reference.

**SECTION 2.** The HACSB Board of Commissioners hereby finds that the amended Conflict of Interest Policy attached hereto as Exhibit "A" is appropriate to guide the conduct of HACSB Commissioners and employees to avoid any conflicts of interest and hereby adopts Exhibit "A" as the HACSB Conflict of Interest Policy and Procedures.

**SECTION 3.** This Resolution shall be effective immediately upon its adoption.

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

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

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

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, \_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary



# HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

## CONFLICT OF INTEREST POLICY

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### CONFLICT OF INTEREST POLICY

This Conflict of Interest Policy (Policy) establishes a standard of conduct to protect the financial well-being, reputation and legal obligations of the Housing Authority of the County of San Bernardino (HACSB). This Policy also establishes a method to protect the HACSB community from questionable circumstances that might arise and to resolve any real or apparent conflicts.

This Policy shall be used as the criteria for determining conflicts of interest and applying standards of procedures in the event a conflict of interest or a perceived conflict of interest exists.

This Policy applies to HACSB employees and Board of Commissioner members and all programs administered by the HACSB.

This Policy should be read in conjunction with the following documents:

- HUD guidance and requirements for prospective and new Board of Commissioner members
- Board policies and Bylaws
- HACSB contracts
- HACSB personnel policy
- HACSB personnel procurement policy
- HACSB employment form for new hires

**Definitions.** For the purposes of this Policy, the following definitions apply:

***Conflicts of Interest*** – Occurs when a person's public duties or actions lacks independence or impartiality, either real or perceived, and is unduly influenced by a secondary interest such as financial gain, professional advancement or a wish to do favors for family ~~and-or~~ friends.

***Apparent Conflicts of Interest*** – ~~The~~ A conflicts exists when there is a perception of a conflicts, regardless of whether a person is actually influenced by a secondary interest. If the circumstances are reasonably believed (on the basis of past experience

and objective evidence) to create a risk that decisions made may be unduly influenced by other interests, then a conflict does exist.

***Nepotism*** - The practice of showing favoritism to relatives or close friends through employment or by appointing them to public position.

**Covered Individuals** – shall mean the persons listed under Section 1 under the HUD Requirements heading below.

**Local governing body** – Includes the HACSB Board of Commissioners and County Board of Supervisors.

***Immediate Family Member*** – “First-degree” relationships are considered immediate family members under both the Public Housing and Housing Choice voucher programs – includes father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, domestic partner, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother or half-sister.

For the Housing Choice Voucher Program, “second-degree” relationships, e.g., grandparents, grandchildren including step/half grandparents and step/half grandchildren, are also considered to be immediate family members.

## **HUD REQUIREMENTS**

The HACSB adopts all HUD provisions for conflicts of interest into this Policy, including nepotism for the Public Housing and HCV programs, and additional conflicts of interest requirements for landlords/owners that participate in the HCV program as summarized below.

### **1. HUD Requirement - Conflicts of Interest for Public Housing and HCV Programs.**

The HACSB may not enter into any contract or other arrangement in which any covered individual or immediate family member has a direct or indirect interest while the person is a covered individual and for one (1) year thereafter. Covered ~~individuals~~ Individuals include the following:

- ~~Current or former Board of Commissioner member;~~
- Current or former HACSB employee who makes policy or has influence on decisions with respect to the properties
- Current or former public official, members of ~~local~~ Local governing body or State/local legislator or any public official identified in HACSB’s Conflict of Interest Code, as updated from time-to-time, who exercise functions or responsibilities with respect to HACSB properties/programs.

- Member of U.S. Congress (applies to the Housing Choice Voucher program only).

The conflicts of interest prohibition is in effect during the covered class's tenure and for one (1) year thereafter.

The conflicts of interest prohibition applies to immediate family members for the aforementioned class of people.

## 2. HUD Requirement - Conflicts of Interest Disclosure and Training Requirements.

A current or prospective conflict of interest must be disclosed to the HACSB and HUD. Additionally, the following conflict of interest disclosure and training requirements shall apply to Covered Individuals, except as otherwise stated below:

- Report any interest in any real property<sup>1</sup> or investments that could be utilized as rental property under the Voucher subsidized program via the new "~~Disclosure of Potential Interests for Covered Individuals~~ Conflict of Interest" form that HACSB has developed for these purposes.
- Review of Conflict of Interest Code as part of a Board of Commissioner new orientation packet and sign and submit a corresponding acknowledgement form that HACSB has developed for these purposes.
- For Board of Commissioner members, a Attend, every two years, an Ethics Training conducted in accordance with the Fair Political Practices Commission.
- Report all investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that are located in, do business in, or own real property within the jurisdiction of the Authority, whether property management, development, financing or otherwise. HCV leasing staff and supervisory staff will be provided with ~~a list of information on the~~ names of covered individuals that cannot be recognized, connected in any way to a HAP contract under the voucher-assisted program. This will be updated any time there is a change of member, or beginning or end of a service term of a potentially 'covered individual'. Voucher programs staff will also be updated as changes occur.
- Review and sign the following forms on an annual basis and upon appointment: ~~Disclosure of Potential Interests for Covered Individuals~~ Conflict of Interest form, specifically (referencing Section 13.b of the HAP<sup>2</sup> contract); Acknowledgement of the Conflict of Interest Code; and the annual Statement of Economic Interest Form 700. The Executive Assistant will also be responsible for ensuring that current and new members of the Board/ Commission review and sign these forms and submit them in a timely manner to the appropriate parties.

**Waiver** – A conflict of interest may be waived by HUD for good cause, if permitted under State and local law. While the waiver is under consideration by HUD, the person for

whom a waiver is requested may not exercise responsibilities or functions related to the waiver request.

### 3. HUD Requirement – Nepotism

HUD prohibits ~~a-the~~ HACSB from hiring an employee in connection with a project under the Annual Contributions Contract, if the prospective employee is an immediate family member of:

- ~~A present or former member or officer of the Board of Commissioners;~~
- An employee of the HACSB who makes policy or influences decisions; or
- A public official, ~~current or former member of local~~ Local governing body ~~member~~, or state or local legislator who exercises functions or responsibilities with respect to projects or the HACSB.

The nepotism prohibition is in effect during the covered class's tenure and for one (1) year thereafter.

The nepotism prohibition applies to immediate family members for the aforementioned class of people.

**Waiver:** A waiver can be permitted for good cause, provided that a waiver is permitted under State and local law. Note – HUD's General Counsel regards nepotism to be a type of conflict of interest. As such, ~~the~~ HACSBs must seek a waiver request from HUD.

### 4. HUD Requirement – Conflicts of Interest for HCV Owners/Landlords

The following conflicts of interest provisions are applicable to owners and landlords of units under the HCV program.

- Current or former ~~Board members~~ Local governing body members, public officials, members of U.S. Congress, or HACSB employees with policy or decision-making authority, and their immediate family members cannot be an owner/landlord in the HCV program.
- The owner/landlord is prohibited from living in the assisted unit.
- The owner/landlord is prohibited from renting to immediate relatives, grandparents, grandchildren, step-family, or in-laws. The exception is for a household member with a disability.

The same HUD requirements are codified into this Policy and for ease of understanding, the requirements are further organized into the following two categories: 1) Conflicts of interest requirements that apply to the Board of Commissioners and public officials, and

2) Conflicts of interest requirements that apply to the Executive Director and all other HACSB employees.

### **HACSB Policy – Board of Commissioner Members and Public Officials**

The following conflicts of interest guidance is applicable to the Board of Commissioners and public officials and is based on the more stringent of HUD or State/local law.

During the Board of Commissioner member or public official's term and for one (1) year thereafter,

- The Board of Commissioner member or public official cannot enter into a contract or arrangement with the HACSB, either as a contractor or a subcontractor (directly or indirectly).
- The immediate family member of a Board of Commissioner member or public official cannot enter into a contract or arrangement with the HACSB, either as a contractor or a subcontractor (directly or indirectly).
- An immediate family member of a Local governing body Board-member or public official of the HACSB cannot be an employee of the HACSB.
- The Board of Commissioner member or public official must disclose to the HACSB if the Board of Commissioner member or public official, or their an immediate family member is or will be a tenant in the HACSB's public housing or Housing Choice Voucher program.
- (HCV Only) A Board of Commissioner member, public official, or member of U.S. Congress cannot serve as an owner or landlord in the HCV program.
- (HCV Only) The immediate family member of a Board of Commissioner member, public official, or member of U.S. Congress cannot serve as an owner or landlord in the HCV program.

### **HACSB Policy – Executive Director and HACSB Employees**

The following guidance applies to the Executive Director and HACSB employees that have policy or decision-making duties. In general, HACSB employees that have supervisory duties are considered to have policy or decision-making duties and would include the following positions, as such positions are identified in the HACSB's Conflict of Interest Code and updated from time-to-time: Accounting Supervisor, Assistant Director of Housing Services, Assistant Finance Manager, Assistant Regional Communities Manager, Deputy Executive Director, Finance Director of Finance, Development Director, Director of Human Resources, Director of Operations, Director of Policy and Public Relations, Executive Director, Family Empowerment Services Manager, Finance Director, Housing Services Manager, Housing Services Supervisor, Information

Technology Manager, Maintenance Supervisor, Procurement and Contracts Supervisor, Project Manager Real Estate, Property Manager, Rehab. Project Manager, and Senior Regional Community Manager, Senior Management Analyst, Management Analyst, and Asset Management Analyst.

The conflicts of interest prohibition is in effect for the duration of the Executive Director or above-referenced employee's employment at the agency-HACSB and for one (1) year after and provides that:

- The Executive Director or above-referenced HACSB employee ~~with policy/decision-making duties~~ cannot enter into a contract or arrangement with the HACSB either as a contractor or a subcontractor (directly or indirectly).
- The immediate family member of the Executive Director or above-referenced HACSB employee ~~with policy/decision-making duties~~ cannot enter into a contract or arrangement with the HACSB, either as a contractor or subcontractor (directly or indirectly).
- An immediate family member of the Executive Director or above-referenced HACSB employee ~~with policy/decision-making duties, as such positions are identified in the HACSB's Conflict of Interest Code, as updated from time-to-time,~~ cannot be an employee of the HACSB.
- The Executive Director or HACSB employee irrespective of whether the employee has policy/decision-making duties, must disclose to the HACSB if the employee, or their an immediate family member is or will be a tenant in the HACSB's public housing or HCV program.
- (HCV Only) The Executive Director and any HACSB employee, even those without policy/decision-making duties, cannot enter into a HAP contract with HACSB.
- (HCV Only) The immediate family member of the Executive Director or any HACSB employee, even those without policy/decision-making duties, cannot enter into a HAP contract with HACSB.

### **HACSB Policy – Administrative Requirements**

The HACSB will remedy all conflicts of interest, except where the HACSB has obtained a waiver from HUD for the conflict of interest.

All conflicts of interest, apparent conflicts of interest and potential conflicts of interest will be brought to the attention of the Executive Director as soon as possible after the discovery is made. To safeguard the HACSB, in cases where the HACSB is in the process of determining whether a conflict of interest exists or is requesting a waiver from

HUD, the HACSB will take actions that assume the conflict of interest exists or that the waiver will not be granted.

The HACSB may only request a waiver from HUD for a conflict of interest when the HACSB can substantially minimize or remove the risk of the conflict of interest through the implementation of compensating controls and when remedying the conflict of interest itself will not result in undue administrative and financial hardship to the HACSB and its mission.

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

**April 25, 2023**

## **FROM**

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

## **SUBJECT**

Contract Amendment with Advanced Environmental Landscape Corporation and Priority Landscape Services, LLC for Landscaping Services agency-wide.

## **RECOMMENDATION(S)**

1. Approve Amendments to Contract No. PC1152, effective May 1, 2023, for agency-wide landscaping services to Advanced Environmental Landscape Corp. increasing the current amount by \$248,726.30 for a total contract amount not to exceed \$1,063,040.00, and to Priority Landscape Services LLC, increasing the current amount by \$188,820.00 for a total contract amount not to exceed \$717,221.07 for an aggregate total amount not to exceed \$1,780,261.37 and exercising the single year option extension for both contracts through April 30, 2024.
2. Authorize and direct the Executive Director to execute and deliver the contract amendments to Advanced Environmental Landscape Corp. and Priority Landscape Services LLC and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

## **STRATEGIC PLAN ALIGNMENT**

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

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

## **FINANCIAL IMPACT**

The aggregate total amount is not expected to exceed \$1,780,261.37, which is funded through the Housing Authority of the County of San Bernardino's (HACSB) property operations budget. The amount for Fiscal Year 2023 is included in the budget and will be included in subsequent fiscal year budgets.

## **BACKGROUND INFORMATION**

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

## **PROCUREMENT**

HACSB issued a Request for Proposal (RFP) PC1152 for Landscape Services on November 25, 2019 which resulted in the receipt of eight proposals. Outreach efforts included advertisements in four local newspapers, email invitations to 45 vendors, posting on our eBidding website,



PlanetBids, and posting on the agency website. The proposals were evaluated based on the following criteria; Qualifications which include capability, experience and past performance, Price, and Section 3 Compliance. The proposals were evaluated per the requirements of the RFP in which Advanced Environmental Landscape Corp. and Priority Landscape Services LLC were deemed reasonably priced, considered responsive, and determined qualified to provide this service to HACSB.

On March 10, 2020 the Board of Commissioners approved (Item No. 8) and authorized the Executive Director to execute contracts with Advanced Environmental Landscape Corp and Priority Landscape Services LLC.

On May 10, 2022 the Board of Commissioners approved (Item No. 17) and authorized the Executive Director to execute amendments to increase and exercise the first option year with both Advanced Environmental Landscape Corp. and Priority Landscape Services LLC.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on April 13, 2023.



**AMENDMENT #5 TO CONTRACT FOR LANDSCAPE SERVICES  
(PC1152)**

**BETWEEN**

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

**And**

**ADVANCED ENVIRONMENTAL LANDSCAPE**

This Amendment No. 5 ("Fifth Amendment"), dated May 1, 2023 ("Effective Date"), to Agreement for Landscape Services (PC1152), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and Advanced Environmental Landscape California Corporation ("Contractor").

**RECITALS**

**WHEREAS**, the Authority and Contractor entered into that certain Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated May 1, 2020 relating to Landscape Services ("Agreement") with a total price of \$519,160.00;

**WHEREAS**, on June 30, 2021, the Authority and Contractor entered into Amendment No. 1 to the Agreement to remove the Canyon Villa property from the contract.

**WHEREAS**, on May 1, 2022, the Authority and Contractor entered into Amendment No. 2 to the Agreement to extend the contract through May 10, 2022 and increase the contract 3%, \$15,574.00 for a total amount not-to-exceed \$534,734.00.

**WHEREAS**, On May 11, 2022, the Authority and Contractor entered into Amendment No. 3 to the Agreement to increase the contract by \$279,580.00 for a total amount not-to-exceed \$814,314.00 for the option year term through April 30, 2023.

**WHEREAS**, on September 8, 2022, the Authority and Contractor entered into Amendment No. 4 to the Agreement to remove the Andalusia, 13520 Third Ave. Victorville CA property from the contract as of October 1, 2022.

**WHEREAS**, the Authority and Contractor now wish to enter into Amendment No. 5 to the Agreement to exercise the second option year and increase this agreement in the amount of \$248,726.30 for monthly maintenance and repairs for a total not to exceed amount of \$1,063,040.00. This amendment will also remove 12 scattered sites in San Bernardino from the contract. Updated property list located in Exhibit A-1.

## **OPERATIVE PROVISIONS**

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

**Section 1.** Article 3 of the Agreement is hereby amended to extend the term for an additional one (1) additional year and expiring on April 30, 2024. Except as so amended, the other provisions of Article 3 shall remain unmodified and in full force and effect.

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

**Section 3.** Continuing Effect of Agreement. Except as amended by this Fifth Agreement, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this Fifth Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 5.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Advanced Environmental Landscape Corp. hereby execute this Fifth Amendment.

**ADVANCED ENVIRONMENTAL  
LANDSCAPE**

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

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

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

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

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

Title:\_\_\_\_\_

Title: \_\_\_\_\_

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

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

## Exhibit A-1

### Schedule Dates:

Effective Date: May 1, 2023

Completion Date: April 30, 2024

**Total Agreement Cost: Not to exceed \$1,063,040.00**

### Scope of Services – Updated Fee Schedule:

|                       |   |                    |
|-----------------------|---|--------------------|
| 1                     | 1077 & 1079 West 11 <sup>th</sup> St. San Bernardino, CA                | \$163.38           |
| 2                     | 1297 & 1299 N. Turrill Ave. San Bernardino, CA                          | \$326.78           |
| 3                     | 1315-1325 N. Davidson Ave., San Bernardino, CA                          | \$326.78           |
| 4                     | 1738 W. 9 <sup>th</sup> St., San Bernardino (including Admin buildings) | \$3,888.13         |
| 5                     | 2165 W. Mill St. #1-#10, San Bernardino, CA                             | \$1,307.10         |
| 6                     | 421 South 7 <sup>th</sup> St. Barstow, CA                               | \$5,429.49         |
| 7                     | 539 E. "B" Street, Colton, CA (including office)                        | \$490.17           |
| 8                     | 630 & 632 N. "J" St., San Bernardino, CA                                | 326.78             |
| 9                     | 672 South Waterman Ave., San Bernardino, CA                             | \$1,307.10         |
| 10                    | 715 E. Brier Dr. San Bernardino, CA                                     | \$1,307.10         |
| 11                    | 740,744,748,752.754,756 West 7 <sup>th</sup> St., San Bernardino, CA    | \$326.78           |
| 12                    | 755,757,759,761,763,765 West 8 <sup>th</sup> St., San Bernardino, CA    | \$326.78           |
| 13                    | 772 Pine St. Colton, CA (including office & community room)             | \$2,450.82         |
| <b>Monthly Total:</b> |   | <b>\$17,977.19</b> |

### Overall Contract:

|  |                       |
|--|-----------------------|
| <b>Original Agreement Amount Not to Exceed</b>             | <b>\$519,160.00</b>   |
| <b>Net Change Orders Previously Approved</b>               | <b>\$0.00</b>         |
| <b>Net Change Order Previously Approved – Amendment #1</b> | <b>\$0.00</b>         |
| <b>Net Change Order Previously Approved – Amendment #2</b> | <b>\$15,574.00</b>    |
| <b>Net Change Order Previously Approved – Amendment #3</b> | <b>\$279,580.00</b>   |
| <b>Net Change Order Previously Approved – Amendment #4</b> | <b>\$0.00</b>         |
| <b>Net Change Order – Amendment #5</b>                     | <b>\$248,726.30</b>   |
| <b>Agreement Value as Amended Not to Exceed</b>            | <b>\$1,063,040.00</b> |



Housing Authority of the  
County of San Bernardino  
Building Opportunities Together

**AMENDMENT #5 TO CONTRACT FOR LANDSCAPE SERVICES  
(PC1152)**

**BETWEEN**

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

**And**

**PRIORITY LANDSCAPE SERVICES LLC**

This Amendment No. 5 ("Fifth Amendment"), dated May 1, 2023 ("Effective Date"), to Agreement for Landscape Services (PC1152), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and PRIORITY LANDSCAPE SERVICES LLC California Corporation ("Contractor").

**RECITALS**

**WHEREAS**, On May 1, 2020 the Authority and Contractor entered into that certain Consulting, Services, and Non-Routine Maintenance Related Services Agreement (Non-Construction), dated May 1, 2020 relating to Landscape Services ("Agreement") with a total price of \$311,501.00;

**WHEREAS**, on May 1, 2022, the Authority and Contractor entered into Amendment No. 1 to the Agreement to extend the contract through May 10, 2022 and increase the contract 3%, \$9,345.00 for a total amount not-to-exceed \$320,846.00.

**WHEREAS**, on May 11, 2022, the Authority and Contractor entered into Amendment No. 2 to the Agreement to increase the contract by \$185,750.00 for a total amount not-to-exceed \$506,596.00 for the option year term through April 30, 2023.

**WHEREAS**, March 1, 2023, the Authority and Contractor entered into Amendment No. 3 to the Agreement to remove the property of: Mentone Apartments 1232 Crafton Ave. Mentone, CA 92359, effective March 1, 2023.

**WHEREAS**, the Authority and Contractor entered into Amendment No. 4 to the Agreement to increase the contract 7% of the original approved contract amount, \$21,805.07. Procurement policy allows for Executive Director to approve up to 10% of the original board approved contract amount for a total amount not-to-exceed \$528,401.07

**WHEREAS**, the Authority and Contractor now wish to enter into this Amendment No. 5 to the Agreement to exercise the second option year and increase the agreement in the amount of \$188,820.00 for monthly maintenance and repairs for a total not to exceed amount of \$717,221.07.

## **OPERATIVE PROVISIONS**

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

**Section 1.** Article 3 of the Agreement is hereby amended to extend the term for an additional one (1) additional year and expiring on April 30, 2024. Except as so amended, the other provisions of Article 3 shall remain unmodified and in full force and effect.

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

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

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

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

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

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



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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Priority Landscape Services, LLC hereby execute this Fifth Amendment.

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**PRIORITY LANDSCAPE SERVICES LLC**

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

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

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

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

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

**Title:**\_\_\_\_\_

**Title:** \_\_\_\_\_

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

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



# Exhibit A-1

## Schedule Dates:

Effective Date: May 1, 2023

Completion Date: April 30, 2024

Total Agreement Cost: Not to exceed \$717,221.07

## Scope of Services – Updated Fee Schedule:

PRIORITY LANDSCAPE SERVICES, LLC. - 2023 FY Pricing

| SECTION 1 - WEST COUNTY               |   |            |            |
|---------------------------------------|---|------------|------------|
| Las Palmas                            |   |            |            |
|                                       | Address   | # of Units | FY 2023-24 |
| 1                                     | 8980 Date Street, #1A-#3D, Fontana, CA                                | 16         | \$910.00   |
| Kingsley Patio                        |   |            |            |
|                                       | Address   | # of Units | FY 2023-24 |
| 1                                     | 10302 - 10399 Poulson Court, Montclair, CA                            | 34         | \$1,445.00 |
| Ontario Housing Choice Voucher Office |   |            |            |
|                                       | Address   | # of Units | FY 2023-24 |
| 1                                     | 424 N. Lemon Avenue, Ontario, CA 91764                                | N/A        | \$215.00   |
| Chino RAD Units                       |   |            |            |
|                                       | Address   | # of Units | FY 2023-24 |
| 1                                     | 13088 Monte Vista, Chino, CA (Including office & shop)                | 52         | \$2,210.00 |
| Upland                                |   |            |            |
|                                       | Address   | # of Units | FY 2023-24 |
| 1                                     | 1200 N. Campus, Upland, CA (Los Olivos) (including 3 admin buildings) | 101        | \$2,890.00 |
| YEARLY TOTAL:                         |   |            | FY 2023-24 |
|                                       |   |            | \$7,670.00 |

| SECTION 3 - EAST COUNTY |   |            |            |
|-------------------------|---|------------|------------|
| Mentone                 |   |            |            |
|                         | Address                                   | # of Units | FY 2023-24 |
| 1                       | 1232 Crafton Avenue, #A1-C10, Mentone, CA | 34         | \$0.00     |
| Yucaipa Crest           |   |            |            |
|                         | Address                                   | # of Units | FY 2023-24 |
| 1                       | 12385 6th Street, #101-923, Yucaipa, CA   | 45         | \$1,350.00 |
| Yucaipa Terrace         |   |            |            |
|                         | Address                                   | # of Units | FY 2023-24 |
| 1                       | 12435 6th Street, #101-1005, Yucaipa, CA  | 51         | \$1,535.00 |
| Redlands - RAD          |   |            |            |
|                         | Address                                   | # of Units | FY 2023-24 |
| 1                       | 1034 Glen Court, Redlands, CA 92374       | 75         | \$2,275.00 |
| Redlands                |   |            |            |
|                         | Address                                   | # of Units | FY 2023-24 |
| 1                       | 26022 East 9th Street, Highland, CA 92410 | 12         | \$450.00   |
| 2                       | 821 Sun, Redlands, CA 92374               | 4          | \$400.00   |
| 3                       | 34192 Cherry Tree Lane, Yucaipa, CA 92399 | Lot        | \$555.00   |
| TOTAL                   |   | 16         | \$1,405.00 |
| YEARLY TOTAL:           |   |            | FY 2023-24 |
|                         |   |            | \$6,565.00 |

**Overall Contract:**

|  |                     |
|--|---------------------|
| <b>Original Agreement Amount Not to Exceed</b>             | <b>\$311,501.00</b> |
| <b>Net Change Orders Previously Approved</b>               | <b>\$0.00</b>       |
| <b>Net Change Order Previously Approved – Amendment #1</b> | <b>\$9,345.00</b>   |
| <b>Net Change Order Previously Approved – Amendment #2</b> | <b>\$185,750.00</b> |
| <b>Net Change Order Previously Approved – Amendment #3</b> | <b>\$0.00</b>       |
| <b>Net Change Order Previously Approved – Amendment #4</b> | <b>\$21,805.07</b>  |
| <b>Net Change Order – Amendment #5</b>                     | <b>\$188,820.00</b> |
| <b>Agreement Value as Amended Not to Exceed</b>            | <b>\$717,221.07</b> |









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

**April 25, 2023**

**FROM**

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

**SUBJECT**

Regular Meeting Minutes for Meeting Held on March 14, 2023

**RECOMMENDATION(S)**

Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on March 14, 2023.  
(Presenter: Maria Razo, Executive Director, 332-6305)

**STRATEGIC PLAN ALIGNMENT**

**Aspirational Statement #2: To be known as a trusted provider of safe, dignified, and desirable homes and environments that enrich and add value to the community.**  
**Aspirational Statement #3: To pursue continued financial stability, monitoring, and accountability as stewards of limited funding.**

**FINANCIAL IMPACT**

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

**BACKGROUND INFORMATION**

The HACSB Board of Commissioners (Board) Regular Meeting took place on March 14, 2023 and attached are the meeting minutes for review and recommended approval by the Board.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on, April 13, 2023.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO  
March 14, 2023**

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting at 715 East Brier Drive, San Bernardino, California at 3:06 p.m. on March 14, 2023.

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

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

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

Vie-Chair Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Avila

Chair Johnson and Commissioner Tarango were recorded as absent.

Also in attendance were Maria Razo, Executive Director; Gus Joslin, Deputy Executive Director; Jesse Diaz, Director of Finance; Jennifer Dawson, Director of Human Resources; Nicole Beydler, Director of Policy and Public Relations; Rishad Mitha, Director of Operations; John Moore, Director of Development; Renee Kangas, Sr. Management Analyst; Perlle Liu, Asset Management Analyst; Lucy Leslie, Sr. Regional Communities Manager; Kristin Maithonis, Assistant Director of Housing Services; Patricia Simpson, Management Analyst; and Claudia Hurtado, Executive Assistant.

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

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

Vice-Chair Cooper called for additions or deletions to the March 14, 2023 agenda. There were none.

**3) General Public Comment**

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

**4) Executive Director's Report**

The Executive Director's Report was requested.

Executive Director Razo gave the Executive Director's Report.

Discussion amongst the Board of Commissioners took place regarding the Executive Director's Report.

**5) Board Building Presentation for March 14, 2023**

Discussion calendar item number 5, to receive the board presentation for March 14, 2023, an overview of the Housing Authority of the County of San Bernardino's legislative platform in preparation for Capitol Hill visits, was requested.

Dan Feliz, Potomac Partners DC Consultant, and Nicole Beydler, Director of Policy and Public Relations, provided the Board with an overview of the Housing Authority of the County of San Bernardino's legislative platform in preparation for Capitol Hill visits.

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

**6) Memorandum of Understanding with San Bernardino County Transitional Assistance Department and Research, Outcomes and Quality Support Division for Data Sharing**

Discussion calendar item number 6, to approve a non-financial Memorandum of Understanding, effective April 1, 2023, between the Housing Authority of the County of San Bernardino, San Bernardino County Human Services Transitional Assistance Department, and San Bernardino County Human Services Research, Outcomes, and Quality Support Division to exchange information of mutual customers for a three-year period through March 31, 2026, was requested.

Executive Director Razo explained the item.

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

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

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

Ayes

Vice-Chair Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Avila

Nays

**7) Agreement to Enter into a Project Based Voucher Housing Assistance Payment Contract with Redlands Supportive Housing, L.P., a limited partnership formed by A Community of Friends**

Discussion calendar item number 7 to 1) Approve the Agreement to Enter into a Project Based Voucher Housing Assistance Payments contract, for 55 units, with Redlands Supportive Housing, L.P., a limited partnership formed by non-profit organization, A Community of Friends, effective March 27, 2023 for a period of 600 days from effective date, through November 16, 2024, 2) authorize and direct the Executive Director to execute and deliver the

contract with Redlands Supportive Housing, L.P., and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, 3) approve the subsequent Project Based Voucher Agreement authorized via the Agreement of Housing Assistance Payments contract, was requested.

Executive Director Razo explained the item.

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

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

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

Ayes

Vice-Chair Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Avila

Nays

**8-10) Consent Calendar**

Approval of the consent calendar including agenda item numbers 8-10 was requested.

Commissioner Miller moved to approve consent calendar agenda item numbers 8-10, to:

8) Approve the meeting minutes for the Board of Commissioners of the Housing Authority of the County of San Bernardino Annual Meeting held on February 14, 2023.

9) Approve and file Agency-wide Financial Statements through November 2022.

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

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

Ayes

Vice-Chair Cooper  
Commissioner MacDuff  
Commissioner Miller  
Commissioner Avila

Nays

Vice-Chair Cooper provided an opportunity for individual board member comments. Commissioner Avila stated that he was excited about the new journey of coming into the Board of Commissioners board.

There being no other business, Commissioner MacDuff moved for the regular meeting of Tuesday, March 14, 2023, to be adjourned, and which motion was duly seconded by Commissioner Miller. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 4:28 p.m.

Minutes of a Regular Meeting of the Board of Commissioners of the Housing Authority of the  
County of San Bernardino for March 14, 2023

Page 4

\_\_\_\_\_  
Tim Johnson, Chair

\_\_\_\_\_  
Beau Cooper, Vice Chair

\_\_\_\_\_  
Cassie MacDuff

\_\_\_\_\_  
Sylvia Miller

\_\_\_\_\_  
Bobby Tarango

\_\_\_\_\_  
David Avila

Attest:

\_\_\_\_\_  
Secretary

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

**April 25, 2023**

## **FROM**

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

## **SUBJECT**

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

## **RECOMMENDATION(S)**

Approve and file Agency-wide Financial Statements through December 2022.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **STRATEGIC PLAN ALIGNMENT**

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

## **FINANCIAL IMPACT**

The Housing Authority of the County of San Bernardino's (HACSB) year-to-date agency-wide net loss through December 2022 for Federal Fiscal Year (FFY) 2022-23 is \$(4,464,050). The loss is included in the board approved budget for FY 2022-23 as it reflects the use of \$4.2 million in our HUD Held Reserve (HHR). The net loss is currently lower than the budgeted net gain of \$412,140, with a variance of \$4,876,190.

The \$4,876,190 variance between the budgeted and the actual net income is due to:

- \$4.6 million less in funding received for our Housing Choice Voucher program. Our budget reflects funding for a 100% lease rate and when actual expenses are lower than the expected lease rate, HUD provides us with less funding. The monthly amount the Authority receives is based on Housing Assistance Payments (HAP) expenses in prior months and not based on the current month's HAP expense. This will cause a discrepancy between the current month's lease rate and the lease rate used to fund HACSB monthly. A reconciliation between the amount funded and the actual HAP expenses is performed at year-end. The difference between the authorized funding amount and actual funding received is deposited into a restricted HUD Held Reserve (HHR) account which can be used for future eligible expenses, with HUD's approval. There are currently over 592 households searching with a voucher, which once leased will positively impact the lease rate and HCV program related revenue and expenses.
- Related to the lease rate, there was also an increase in Housing Assistance Payments in the amount of \$1.1 million due to a higher lease rate than budgeted for the months reported. Unlike the funding in the Housing Choice Voucher program, the Housing Assistant Payment (HAP) are not budgeted at a 100% lease rate. It is budgeted based on an estimated lease rate for the year. We expect the actual lease rate to be the same as the budgeted rate by the end of the year.

- Offsetting the decrease in revenue on the financial statements, is a decrease in tenant services expenses in the amount of \$2.2 million. This was due to a significant portion of the Emergency Housing Vouchers (EHV) and Emergency Solutions Grant (ESG) grants not being reflected on the financials. HACSB is working with our 3<sup>rd</sup> party vendor and the County of San Bernardino on reconciling the activity for these grants and reducing the delays in billing and invoicing. We estimate that the understatement in expenses is about \$2.1 million. Related to the incomplete activity, we also estimate that the revenue is understated by \$2.1 million.
- Depreciation expenses and other non-operating items are not budgeted and amount to \$1 million through December 2022.

The information provided is based on unaudited information. During the audit process, revenue and expenses are typically adjusted and we expect a material amount of expenses related to the pension and Other Post Employment Benefit (OPEB) plans to be recognized during this process which will decrease the operating net income. The audited financial report will be provided to the Board once the audit process has been completed. The audit process will be completed in late June 2023 for the prior fiscal year which is when the audited financial statements are submitted to HUD.

| <b>Financial Summary</b>                | <b>FY 2023 YTD</b>   |
|---|----------------------|
| Revenues                                | \$41,325,236         |
| Expenses                                | \$(44,770,024)       |
| Operating Net Income/(Loss)             | \$(3,444,788)        |
| Operating Transfers/Non-Operating Items | \$(1,019,262)        |
| <b>Net Income/(Loss)</b>                | <b>\$(4,464,050)</b> |

### **BACKGROUND INFORMATION**

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2022-23 budget and financial operations continue to support the vision and mission of HACSB and are in line with its Strategic Plan and Moving to Work Annual Plans. Overall, HACSB has demonstrated fiscal stability even through the challenges presented by the pandemic.

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

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

### **PROCUREMENT**

Not applicable.

### **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on April 19, 2023.

## HACSB Budget Comparison

Period = Oct 2022-Dec 2022

|  | YTD Actual        | YTD Budget     | Variance          | % Var          | Annual          |
|--|-------------------|----------------|-------------------|----------------|-----------------|
| INCOME                                   |                   |                |                   |                |                 |
| TENANT INCOME                            |                   |                |                   |                |                 |
| Total Rental Income                      | 7,198,540         | 7,064,073      | 134,467           | 1.90           | 28,326,881      |
| Total Other Tenant Income                | 166,870           | 134,067        | 32,802            | 24.47          | 533,968         |
| NET TENANT INCOME                        | 7,365,410         | 7,198,140      | 167,269           | 2.32           | 28,860,849      |
| GRANT INCOME                             |                   |                |                   |                |                 |
| TOTAL GRANT INCOME                       | 32,194,731        | 36,787,097     | -4,592,366        | -12.48         | 146,936,780     |
| OTHER INCOME                             |                   |                |                   |                |                 |
| TOTAL OTHER INCOME                       | 1,765,096         | 2,388,485      | -623,389          | -26.10         | 6,664,147       |
| TOTAL INCOME                             | 41,325,236        | 46,373,722     | -5,048,486        | -10.89         | 182,461,776     |
| EXPENSES                                 |                   |                |                   |                |                 |
| GRANT EXPENSES                           |                   |                |                   |                |                 |
| TOTAL GRANT EXPENSES                     | 2,858,623         | 2,053,555      | -805,069          | -39.20         | 8,214,219       |
| ADMINISTRATIVE                           |                   |                |                   |                |                 |
| Total Administrative Salaries            | 3,612,742         | 3,810,407      | 197,665           | 5.19           | 16,054,336      |
| Total Legal Expense                      | 101,723           | 146,440        | 44,716            | 30.54          | 585,444         |
| Total Other Admin Expenses               | 1,672,994         | 1,906,227      | 233,234           | 12.24          | 7,631,528       |
| Total Miscellaneous Admin Expenses       | 696,784           | 961,529        | 264,745           | 27.53          | 2,732,339       |
| TOTAL ADMINISTRATIVE EXPENSES            | 6,084,243         | 6,824,603      | 740,360           | 10.85          | 27,003,647      |
| TENANT SERVICES                          |                   |                |                   |                |                 |
| TOTAL TENANT SERVICES EXPENSES           | 1,065,240         | 3,238,722      | 2,173,482         | 67.11          | 12,927,890      |
| UTILITIES                                |                   |                |                   |                |                 |
| TOTAL UTILITY EXPENSES                   | 855,211           | 1,055,560      | 200,349           | 18.98          | 4,071,006       |
| MAINTENANCE AND OPERATIONS               |                   |                |                   |                |                 |
| Total General Maint Expense              | 930,799           | 744,177        | -186,622          | -25.08         | 3,088,481       |
| Total Materials                          | 236,808           | 224,328        | -12,481           | -5.56          | 897,267         |
| Total Contract Costs                     | 808,424           | 911,089        | 102,665           | 11.27          | 3,656,124       |
| TOTAL MAINTENANCE EXPENSES               | 1,976,031         | 1,879,594      | -96,437           | -5.13          | 7,641,871       |
| GENERAL EXPENSES                         |                   |                |                   |                |                 |
| TOTAL GENERAL EXPENSES                   | 558,535           | 427,630        | -130,904          | -30.61         | 1,456,368       |
| EXTRAORDINARY MAINTENANCE EXPENSES       |                   |                |                   |                |                 |
| TOTAL EXTRAORDINARY MAINTENANCE EXPENSES | 857,638           | 1,128,202      | 270,564           | 23.98          | 4,169,817       |
| HOUSING ASSISTANCE PAYMENTS              |                   |                |                   |                |                 |
| TOTAL HOUSING ASSISTANCE PAYMENTS        | 30,113,388        | 29,003,537     | -1,109,851        | -3.83          | 116,014,147     |
| FINANCING EXPENSE                        |                   |                |                   |                |                 |
| TOTAL FINANCING EXPENSES                 | 401,115           | 350,178        | -50,937           | -14.55         | 1,400,713       |
| TOTAL OPERATING EXPENSES                 | 44,770,024        | 45,961,582     | 1,191,558         | 2.59           | 182,899,678     |
| <b>OPERATING NET INCOME</b>              | <b>-3,444,787</b> | <b>412,140</b> | <b>-3,856,928</b> | <b>-935.83</b> | <b>-437,902</b> |
| NET OPERATING TRANSFER IN/OUT            | 0                 | 0              | 0                 | N/A            | 0               |
| NON-OPERATING ITEMS                      |                   |                |                   |                |                 |
| TOTAL NON-OPERATING ITEMS                | 1,019,262         | 0              | -1,019,262        | N/A            | 0               |
| NET INCOME                               | -4,464,050        | 412,140        | -4,876,190        | -1,183.14      | -437,902        |



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

**April 25, 2023**

## **FROM**

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

## **SUBJECT**

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss for the Month of January 2023

## **RECOMMENDATION(S)**

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of January 2023.

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

## **GOALS & OBJECTIVES**

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

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

## **FINANCIAL IMPACT**

The accounts receivable loss for the month ending January 31, 2023, is \$73,326.19. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in its annual budget.

## **BACKGROUND INFORMATION**

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

Despite HACSB's efforts to collect the debts listed in the attached reports, it has been determined that such debts are uncollectible. As part of HACSB's standard property management business practices, Board of Commissioners approval is requested to write off these accounts as accounts receivable losses to the Authority Owned Portfolio. Losses during this time period are primarily for voluntary move-outs and evictions. The total write-off for the month of January 2023 is \$73,326.19, as delineated in the following table. Attached is a worksheet that itemizes the individual accounts.

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss  
for the Month of January 2023  
April 25, 2023

**SUMMARY FOR HACSB- Authority Owned Properties**

| <b>PROPERTY</b>             | <b>NO. VACATED</b> | <b>TOTAL</b> |
|-----------------------------|--------------------|--------------|
| 205 - Redlands              | 1                  | 1,784.00     |
| 206- Colton                 | 2                  | 3,688.00     |
| 207 - Barstow               | 1                  | 345.00       |
| 402 - Summit Place          | 1                  | 2,115.00     |
| 403 - Summit Walk           | 2                  | 10,162.00    |
| 407 - Sunset Pointe         | 3                  | 10,422.43    |
| 408 - Sunrise Vista         | 2                  | 2,395.09     |
| 409 - Andalusia             | 1                  | 7,033.00     |
| 425a - Sequoia              | 1                  | 13,797.00    |
| 428 - Charlemagne           | 1                  | 2,887.00     |
| 439 - Hampton               | 1                  | 119.95       |
| Concessions Write Off       |                    | -            |
| <b>TOTAL RENT WRITE OFF</b> | 16                 | 54,748.47    |
| Miscellaneous Charges       |                    | 1,102.62     |
| Maintenance Charges         |                    | 26,388.10    |
| Legal Charges               |                    | 1,920.00     |
| Security Deposits Applied   |                    | (10,833.00)  |
| <b>NET TOTAL WRITE OFF</b>  |                    | \$73,326.19  |

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on April 13, 2023.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

01/31/23

| 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  |
|----------------|-----------------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|----------------|-----------------|---------------|------------|------------|--------------|----------|
| 205 - Redlands |                       |                    |                          |                            |                              |                                   |                |                 |               |            |            |              |          |
| 1              | N                     | M                  |                          | E                          | \$275                        | 1,784.00                          |                | 450.00          | 992.44        | 1,045.00   | 4,271.44   | 990.00       | 3,281.44 |
|                |                       |                    |                          |                            |                              |                                   |                |                 |               |            |            |              |          |
| TOTALS:        |                       |                    |                          |                            |                              | 1,784.00                          | -              | 450.00          | 992.44        | 1,045.00   | 4,271.44   | 990.00       | 3,281.44 |
| Item #         | Type of Notice        | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |                | Court Date      | Lock Out Date |            |            | Vacate Date  |          |
| 1              | Notice to Pay or Quit | 06/06/22           | posted                   | 07/06/22                   | 08/22/22                     | N                                 |                |                 | 01/25/23      |            |            | 01/25/23     |          |
|                |                       |                    |                          |                            |                              |                                   |                |                 |               |            |            |              |          |

| 206- Colton |                            |                    |                          |                            |                              |                                   |   |            |               |        |             |          |          |
|-------------|----------------------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|---|------------|---------------|--------|-------------|----------|----------|
| 1           | W                          | M                  |                          | E                          | 552.00                       | 3,721.00                          |   | 150.00     | 3,604.67      | 875.00 | 8,350.67    | 1,394.00 | 6,956.67 |
| 2           | C                          | K                  |                          | V                          | 463.00                       | (33.00)                           |   |            | 447.36        |        | 414.36      | 300.00   | 114.36   |
|             |                            |                    |                          |                            |                              |                                   |   |            |               |        |             |          |          |
| TOTALS:     |                            |                    |                          |                            |                              | 3,688.00                          | - | 150.00     | 4,052.03      | 875.00 | 8,765.03    | 1,694.00 | 7,071.03 |
| Item #      | Type of Notice             | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |   | Court Date | Lock Out Date |        | Vacate Date |          |          |
| 1           | Notice to Pay or Quit      | 08/09/22           | Posted                   | 09/26/22                   |                              | N                                 |   | N/A        | N/A           |        | 01/03/23    |          |          |
| 2           | Notice of Intent to Vacate | N/A                |                          |                            |                              |                                   |   |            |               |        | 01/31/23    |          |          |
|             |                            |                    |                          |                            |                              |                                   |   |            |               |        |             |          |          |

| 207 - Barstow |                |                    |                          |                            |                              |                                   |   |            |               |   |             |        |        |
|---------------|----------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|---|------------|---------------|---|-------------|--------|--------|
| 1             | G              | H                  |                          | D                          | 319.00                       | 345.00                            |   |            | 520.00        |   | 865.00      | 300.00 | 565.00 |
|               |                |                    |                          |                            |                              |                                   |   |            |               | - | -           |        | -      |
| TOTALS:       |                |                    |                          |                            |                              | 345.00                            | - | -          | 520.00        | - | 865.00      | 300.00 | 565.00 |
| 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             | Skipped        | N/A                | N/A                      | N/A                        | N/A                          | N/A                               |   | N/A        | N/A           |   | 01/23/23    |        |        |

| 402 - Summit Place |                |                    |                          |                            |                              |                                   |   |            |               |   |             |        |          |
|--------------------|----------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|---|------------|---------------|---|-------------|--------|----------|
| 1                  | M              | L                  |                          | S                          | 1,255.00                     | 2,115.00                          |   | 50.00      | 1,810.00      |   | 3,975.00    | 800.00 | 3,175.00 |
|                    |                |                    |                          |                            |                              |                                   | - |            |               |   | -           |        | -        |
| TOTALS:            |                |                    |                          |                            |                              | 2,115.00                          | - | 50.00      | 1,810.00      | - | 3,975.00    | 800.00 | 3,175.00 |
| 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                  | Skip           |                    |                          |                            |                              |                                   |   |            |               |   | 01/11/23    |        |          |

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

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

01/31/23

| Item #                   | Last Name | First Name | ID No. | REASON | MONTHLY RENT | UNPAID RENT (*)  | CONC. REVERSAL | UNPAID MISC (*) | MAINT. FEES     | LEGAL FEES | TOTAL OWED       | LESS DEPOSIT    | NET DUE         |
|--------------------------|-----------|------------|--------|--------|--------------|------------------|----------------|-----------------|-----------------|------------|------------------|-----------------|-----------------|
| <b>403 - Summit Walk</b> |           |            |        |        |              |                  |                |                 |                 |            |                  |                 |                 |
| 1                        | W         | V          |        | V      | 606.00       | -                | -              |                 | 685.00          |            | 685.00           | 179.00          | 506.00          |
| 2                        | D         | F          |        | V      | 1,549.00     | 10,162.00        |                | 50.00           | 315.00          |            | 10,527.00        | 1,035.00        | 9,492.00        |
|                          |           |            |        |        |              |                  | -              |                 |                 |            | -                |                 | -               |
| <b>TOTALS:</b>           |           |            |        |        |              | <b>10,162.00</b> | <b>-</b>       | <b>50.00</b>    | <b>1,000.00</b> | <b>-</b>   | <b>11,212.00</b> | <b>1,214.00</b> | <b>9,998.00</b> |

| Item # | Type of Notice | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |  | Court Date | Lock Out Date | Vacate Date |
|--------|----------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|--|------------|---------------|-------------|
| 1      | 30 Day Notice  | 12/01/22           |                          |                            |                              |                                   |  |            |               | 12/31/22    |
| 2      | 30 Day Notice  | 12/12/22           |                          |                            |                              |                                   |  |            |               | 01/11/23    |
|        |                |                    |                          |                            |                              |                                   |  |            |               |             |

|                            |   |   |  |   |        |                  |          |               |                 |          |                  |                 |                  |
|----------------------------|---|---|--|---|--------|------------------|----------|---------------|-----------------|----------|------------------|-----------------|------------------|
| <b>407 - Sunset Pointe</b> |   |   |  |   |        |                  |          |               |                 |          |                  |                 |                  |
| 1                          | M | A |  |   |        |                  |          |               | (260.61)        |          | (260.61)         |                 | (260.61)         |
| 2                          | M | N |  | T | 925.00 | 5,619.00         |          |               | 2,895.00        |          | 8,514.00         | 900.00          | 7,614.00         |
| 3                          | M | T |  | S | 925.00 | 4,977.43         |          | 159.59        | 860.00          |          | 5,997.02         | 500.00          | 5,497.02         |
| 4                          | A | R |  | V | 825.00 | (174.00)         |          |               | 2,447.00        |          | 2,273.00         | 100.00          | 2,173.00         |
|                            |   |   |  |   |        |                  | -        |               |                 |          | -                |                 | -                |
| <b>TOTALS:</b>             |   |   |  |   |        | <b>10,422.43</b> | <b>-</b> | <b>159.59</b> | <b>5,941.39</b> | <b>-</b> | <b>16,523.41</b> | <b>1,500.00</b> | <b>15,023.41</b> |

| Item # | Type of Notice         | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |  | Court Date | Lock Out Date                | Vacate Date |
|--------|------------------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|--|------------|------------------------------|-------------|
| 1      | Collection on bad debt |                    |                          |                            |                              |                                   |  |            |                              |             |
| 2      | 60 Day Notice          | 11/09/22           |                          |                            |                              |                                   |  |            | resident failed to do recert | 01/17/23    |
| 3      | Skip                   |                    |                          |                            |                              |                                   |  |            |                              | 12/30/22    |
| 4      | 30 Day Notice          | 12/16/22           |                          |                            |                              |                                   |  |            |                              | 01/16/23    |
|        |                        |                    |                          |                            |                              |                                   |  |            |                              |             |

|                            |   |   |  |   |        |                 |          |              |                 |          |                 |               |                 |
|----------------------------|---|---|--|---|--------|-----------------|----------|--------------|-----------------|----------|-----------------|---------------|-----------------|
| <b>408 - Sunrise Vista</b> |   |   |  |   |        |                 |          |              |                 |          |                 |               |                 |
| 1                          | G | D |  | V | 825.00 | 919.00          |          |              | 2,571.00        |          | 3,490.00        | 500.00        | 2,990.00        |
| 2                          | T | T |  | V | 825.00 | 1,476.09        |          | 78.03        | 1,078.00        |          | 2,632.12        | 400.00        | 2,232.12        |
|                            |   |   |  |   |        |                 | -        |              |                 | -        | -               |               | -               |
| <b>TOTALS:</b>             |   |   |  |   |        | <b>2,395.09</b> | <b>-</b> | <b>78.03</b> | <b>3,649.00</b> | <b>-</b> | <b>6,122.12</b> | <b>900.00</b> | <b>5,222.12</b> |

| Item # | Type of Notice | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |  | Court Date | Lock Out Date | Vacate Date |
|--------|----------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|--|------------|---------------|-------------|
| 1      | 30 Day Notice  | 11/01/22           |                          |                            |                              |                                   |  |            |               | 01/10/23    |
| 2      | 30 Day Notice  | 01/01/23           |                          |                            |                              |                                   |  |            |               | 01/26/23    |
|        |                |                    |                          |                            |                              |                                   |  |            |               |             |

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

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

01/31/23

| Item #                 | Last Name             | First Name         | ID No.                   | REASON                     | MONTHLY RENT                 | UNPAID RENT (*)                   | CONC. REVERSAL | UNPAID MISC (*) | MAINT. FEES                   | LEGAL FEES | TOTAL OWED      | LESS DEPOSIT  | NET DUE         |
|------------------------|-----------------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|----------------|-----------------|-------------------------------|------------|-----------------|---------------|-----------------|
| <b>409 - Andalusia</b> |                       |                    |                          |                            |                              |                                   |                |                 |                               |            |                 |               |                 |
| 1                      | M                     | C                  |                          | T                          | 1,056.00                     | 7,033.00                          | -              |                 | 805.00                        |            | 7,838.00        | 960.00        | 6,878.00        |
|                        |                       |                    |                          |                            |                              |                                   | -              |                 |                               |            | -               |               | -               |
| <b>TOTALS:</b>         |                       |                    |                          |                            |                              | <b>7,033.00</b>                   | <b>-</b>       | <b>-</b>        | <b>805.00</b>                 | <b>-</b>   | <b>7,838.00</b> | <b>960.00</b> | <b>6,878.00</b> |
| Item #                 | Type of Notice        | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |                | Court Date      | Lock Out Date                 |            | Vacate Date     |               |                 |
| 1                      | Notice to Pay or Quit | 08/12/22           | Posted                   | 09/21/22                   | 10/258/22                    | N                                 |                | N/A             | turned in keys to avoid court |            | 01/05/23        |               |                 |
|                        |                       |                    |                          |                            |                              |                                   |                |                 |                               |            |                 |               |                 |

| <b>420 - Desert View</b> |                |                    |                          |                            |                              |                                   |          |              |                  |          |              |          |              |
|--------------------------|----------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|----------|--------------|------------------|----------|--------------|----------|--------------|
| 1                        | J              | J                  |                          |                            |                              |                                   |          | 40.00        |                  |          | 40.00        |          | 40.00        |
|                          |                |                    |                          |                            |                              |                                   | -        |              |                  |          | -            |          | -            |
| <b>TOTALS:</b>           |                |                    |                          |                            |                              | <b>-</b>                          | <b>-</b> | <b>40.00</b> | <b>-</b>         | <b>-</b> | <b>40.00</b> | <b>-</b> | <b>40.00</b> |
| Item #                   | Type of Notice | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |          | Court Date   | Lock Out Date    |          | Vacate Date  |          |              |
| 1                        | N/A            |                    |                          |                            |                              |                                   |          |              | app fee not paid |          |              |          |              |
|                          |                |                    |                          |                            |                              |                                   |          |              |                  |          |              |          |              |

| <b>425a - Sequoia</b> |                       |                    |                          |                            |                              |                                   |          |              |                           |          |                  |                 |                  |
|-----------------------|-----------------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|----------|--------------|---------------------------|----------|------------------|-----------------|------------------|
| 1                     | T                     | F                  |                          | T                          | 880.00                       | 13,797.00                         |          | 50.00        | 4,925.00                  |          | 18,772.00        | 1,200.00        | 17,572.00        |
|                       |                       |                    |                          |                            |                              |                                   |          |              |                           |          | -                |                 | -                |
| <b>TOTALS:</b>        |                       |                    |                          |                            |                              | <b>13,797.00</b>                  | <b>-</b> | <b>50.00</b> | <b>4,925.00</b>           | <b>-</b> | <b>18,772.00</b> | <b>1,200.00</b> | <b>17,572.00</b> |
| Item #                | Type of Notice        | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |          | Court Date   | Lock Out Date             |          | Vacate Date      |                 |                  |
| 1                     | Notice to Pay or Quit |                    |                          |                            |                              |                                   |          |              | skipped to avoid eviction |          | 12/20/22         |                 |                  |
|                       |                       |                    |                          |                            |                              |                                   |          |              |                           |          |                  |                 |                  |

| <b>428 - Charlemagne</b> |                |                    |                          |                            |                              |                                   |          |              |                 |          |                 |               |                 |
|--------------------------|----------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|----------|--------------|-----------------|----------|-----------------|---------------|-----------------|
| 1                        | D              | J                  |                          | V                          | 1,406.00                     | 2,887.00                          |          | 75.00        | 1,354.00        |          | 4,316.00        | 675.00        | 3,641.00        |
|                          |                |                    |                          |                            |                              |                                   |          |              |                 |          | -               |               | -               |
| <b>TOTALS:</b>           |                |                    |                          |                            |                              | <b>2,887.00</b>                   | <b>-</b> | <b>75.00</b> | <b>1,354.00</b> | <b>-</b> | <b>4,316.00</b> | <b>675.00</b> | <b>3,641.00</b> |
| Item #                   | Type of Notice | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |          | Court Date   | Lock Out Date   |          | Vacate Date     |               |                 |
| 1                        | 30 Day Notice  | 12/23/22           |                          |                            |                              |                                   |          |              |                 |          | 12/31/22        |               |                 |
|                          |                |                    |                          |                            |                              |                                   |          |              |                 |          |                 |               |                 |

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

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

01/31/23

| Item #               | Last Name      | First Name         | ID No.                   | REASON                     | MONTHLY RENT                 | UNPAID RENT (*)                   | CONC. REVERSAL | UNPAID MISC (*) | MAINT. FEES     | LEGAL FEES | TOTAL OWED      | LESS DEPOSIT  | NET DUE       |
|----------------------|----------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|----------------|-----------------|-----------------|------------|-----------------|---------------|---------------|
| <b>439 - Hampton</b> |                |                    |                          |                            |                              |                                   |                |                 |                 |            |                 |               |               |
| 1                    | A              | C                  |                          | V                          | 1,450.00                     | 119.95                            | -              |                 | 1,289.24        |            | 1,409.19        | 600.00        | 809.19        |
|                      |                |                    |                          |                            |                              |                                   | -              |                 |                 |            | -               |               | -             |
| <b>TOTALS:</b>       |                |                    |                          |                            |                              | <b>119.95</b>                     | <b>-</b>       | <b>-</b>        | <b>1,289.24</b> | <b>-</b>   | <b>1,409.19</b> | <b>600.00</b> | <b>809.19</b> |
| Item #               | Type of Notice | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |                | Court Date      | Lock Out Date   |            | Vacate Date     |               |               |
| 1                    | 30 Day Notice  | 12/01/22           |                          |                            |                              |                                   |                |                 |                 |            | 01/01/23        |               |               |
|                      |                |                    |                          |                            |                              |                                   |                |                 |                 |            |                 |               |               |

| 467 - Hillcrest |  |                    |                          |                            |                              |                                   |   |            |               |       |             |       |       |       |
|-----------------|--|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|---|------------|---------------|-------|-------------|-------|-------|-------|
| 1               | H                                      | L                  |                          |                            |                              |                                   |   |            |               | 50.00 |             | 50.00 |       | 50.00 |
|                 |  |                    |                          |                            |                              |                                   |   |            |               |       |             | -     |       | -     |
| TOTALS:         |  |                    |                          |                            |                              | -                                 | - | -          | 50.00         | -     | 50.00       | -     | 50.00 |       |
| 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               | Adjustment to previous month write off |                    |                          |                            |                              |                                   |   |            |               |       |             |       |       |       |
|                 |  |                    |                          |                            |                              |                                   |   |            |               |       |             |       |       |       |

|                             |  |  |  |  |  |                  |          |                 |                  |                 |                  |                  |                  |
|-----------------------------|--|--|--|--|--|------------------|----------|-----------------|------------------|-----------------|------------------|------------------|------------------|
| <b>ALL PROPERTY TOTALS:</b> |  |  |  |  |  | <b>54,748.47</b> | <b>-</b> | <b>1,102.62</b> | <b>26,388.10</b> | <b>1,920.00</b> | <b>84,159.19</b> | <b>10,833.00</b> | <b>73,326.19</b> |
|-----------------------------|--|--|--|--|--|------------------|----------|-----------------|------------------|-----------------|------------------|------------------|------------------|

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