

**A REGULAR 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
July 11, 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. 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 July 11, 2023.
(Page 1)
- 5) Adopt Resolution No. 176 to approve and adopt:
 - a. The Fiscal Year 2023-24 Consolidated Annual Budget including operating transfers in/out.
 - b. The Fiscal Year 2023-24 Public Housing Annual Budget including operating transfers in/out.
 - c. Any changes to the Consolidated Annual Budget or the Public Housing Annual Budget that the Board of Commissioners may direct.(Page 2 - 8)
- 6) Adopt Resolution No. 175:
 - a. Approving the Housing Authority of the County of San Bernardino's Annual Moving to Work Plan for Fiscal Year 2023-2024.
 - b. Approving the Annual Moving to Work Plan Certifications of Compliance to Regulations with the United States Department of Housing and Urban Development.

(Pages 9-17)

- 7) Adopt Resolution No. 177 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs.
(Pages 18-37)
- 8) Adopt Resolution No. 179 approving the designation of funds to the Section 115 Trust fund administered by Public Agency Retirement Services for the Housing Authority of the County of San Bernardino's unfunded pension liabilities for an amount not to exceed \$6.0 million.
(Pages 38-41)
- 9) Adopt Resolution No. 180 approving the Housing Authority of the County of San Bernardino to use \$6 million in Moving to Work (MTW) reserves in the redevelopment efforts at Arrowhead Grove.
(Pages 42-44)
- 10) 1 - Approve Amendment No. 1 to contract No. PC1154, effective August 12, 2023 with CohnReznick, LLP for Financial Audit Services to exercise the first option year and increase the current contract amount by \$101,230.00 for a total contract amount not to exceed \$393,020 through August 11, 2024.

2 – Authorize and direct the Executive Director to execute and deliver any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 45-50)
- 11) 1 – Approve Amendment No. 1 to Memorandum of Understanding with County of San Bernardino Department of Behavioral Health for the Mainstream Voucher Program, modifying the purpose and extending the term by two additional years, effective September 1, 2023 through August 31, 2025.

2 – Authorize and direct the Executive Director to execute and deliver the contract amendment to County of San Bernardino Department of Behavioral Health and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 51-54)
- 12) 1 – Approve Amendment No. 1 to Memorandum of Understanding with Knowledge and Education for Your Success, Inc. for the Mainstream Voucher Program, modifying the purpose and extending the term by three additional years, effective September 1, 2023 through August 31, 2026.

2 – Authorize and direct the Executive Director to execute and deliver the contract amendment to Knowledge and Education for Your Success, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(pages 55-58)
- 13) 1 – Approve Amendment No. 1 to Memorandum of Understanding with Inland Counties Regional Center, Inc. for the Mainstream Voucher Program, modifying the purpose and extending the term by three additional years, effective September 1, 2023 through August 31, 2026.

2 – Authorize and direct the Executive Director to execute and deliver the contract amendment to Inland Counties Regional Center, Inc. and, upon consultation with Legal

Counsel, to approve any non-substantive revisions necessary to complete the transaction.

(Pages 59-62)

- 14) 1 – Approve Amendment No. 1 to Memorandum of Understanding with Inland Empire Health Plan for the Mainstream Voucher Program, modifying the purpose and extending the term by three additional years, effective September 1, 2023 through August 31, 2026.

2 – Authorize and direct the Executive Director to execute and deliver the contract amendment to Inland Empire Health Plan and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 63-66)
- 15) 1 – Adopt Resolution No. 178 approving the Housing Authority of the County of San Bernardino to apply for the Transformative Climate Communities funding opportunity.

2 – Authorize and direct the Executive Director to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, including the Partnership Agreement for Collaborative Stakeholder Structure with designated funding partners, and payment requests that may be necessary for competition of the aforementioned strategies and projects and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 67-90)

CONSENT CALENDAR

APPROVAL OF CONSENT ITEMS: # 16-18

- 16) 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 June 13, 2023.
(Pages 91-95)
- 17) Approve and file Agency-wide Financial Statements through March 2023.
(Pages 96-99)
- 18) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of April 2023.
(Pages 100-105)
- 19) Individual Board member comments.
- 20) Adjourn

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

If you challenge any decision regarding any of the above agenda items in court, you may be limited to raising only those issues you or someone else raised during the public testimony

period regarding that agenda item or in written correspondence delivered to the Board of Commissioners at, or prior to, the public meeting.

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

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

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

July 11, 2023

FROM

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

SUBJECT

Executive Director's Report for July 11, 2023

RECOMMENDATION(S)

Receive the Executive Director's Report for July 11, 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 June 22, 2023.

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

July 11, 2023

FROM

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

SUBJECT

Fiscal Year 2023-24 Consolidated Annual Budget

RECOMMENDATION(S)

Adopt Resolution No. 176 to approve and adopt:

- a. The Fiscal Year 2023-24 Consolidated Annual Budget including operating transfers in/out.
- b. The Fiscal Year 2023-24 Public Housing Annual Budget including operating transfers in/out.
- c. Any changes to the Consolidated Annual Budget or the Public Housing Annual Budget that the Board of Commissioners may direct.

(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.

BACKGROUND INFORMATION

Each year, the annual budget for the following fiscal year is brought to the Board of Commissioners for approval. The budget is the opportunity for the board to review and approve the strategic spending plan for the HACSB. The Fiscal Year (FY) 2023-2024 budget for the Housing Authority of the County of San Bernardino (HACSB) is recommended for approval. This proposed budget continues to support the vision and mission of the agency and is in line with its Strategic Plan and Moving to Work (MTW) Annual Plans as approved by the United States Department of Housing and Urban Development (HUD). Despite increases in costs across all rental assistance programs, we are recommending for approval a balanced budget. The balanced budget was primarily achieved by utilizing the MTW HUD Held Reserves (HHR), which is reflected in the budget.

FINANCIAL IMPACT

The chart below summarizes the HACSB Consolidated Budget for the Fiscal Year 2023-2024 (October 1, 2023 - September 30, 2024) into two major funding sources:

1. MTW Block Grant sources include Public Housing Operating Funds; Public Housing Capital Funds; Housing Choice Voucher (HCV) Housing Assistance Payments; and HCV Administrative Fees.
2. Non-eligible MTW Block Grant funds including local and central office cost center funds, other non-MTW special purpose voucher programs (Continuum of Care, Veterans Affairs Supportive Housing, and Housing for Persons with AIDS), and the Authority Owned Portfolio.

Fiscal Year 2022-23 Consolidated Annual Budget
July 11, 2023

Approximately 73% of the total revenue is comprised of funds received from HUD to administer the HCV, Public Housing, Emergency Housing Voucher (EHV), Special Purpose Rental Assistance and the Capital Fund programs. The remaining revenue is derived primarily from rental income from the Public Housing, Project-Based Voucher RAD, and Authority Owned portfolios.

DESCRIPTION OF MAJOR CHANGES IN 2023-2024:

Housing Authority of the County of San Bernardino
FY 2023-2024 Proposed Consolidated Budget

| Moving To Work | | | | | | |
|---|----------------|----------------|----------------|------------------|---------------------|-------------|
| Program | Revenue | Expenses | Net | FY 2023 Budgeted | | |
| | | | | Net Income | Increase/(Decrease) | |
| MTW Fund | \$ 220,434 | \$ 1,074,608 | \$ (854,173) | (610,420) | (243,754) | |
| Public Housing | 8,742 | 20,842 | (12,100) | (296) | (11,804) | |
| Capital Funds | - | - | - | - | - | |
| Housing Choice Vouchers | 142,724,929 | 151,741,850 | (9,016,921) | (3,631,776) | (5,385,145) | |
| Total Moving To Work | \$ 142,954,105 | \$ 152,837,300 | \$ (9,883,194) | \$ (4,242,492) | \$ (5,640,703) | |
| Other Programs - Non Moving To Work | | | | | | |
| Program | Revenue | Expenses | Net | FY 2023 Budgeted | | |
| | | | | Net Income | Increase/(Decrease) | |
| Central Office | \$ 5,030,578 | \$ 5,256,088 | \$ (225,510) | (146,167) | (79,343) | |
| Other Vouchers | 22,779,617 | 22,744,996 | 34,621 | 342,477 | (307,856) | |
| Authority Owned Portfolio | 32,128,712 | 28,269,192 | 3,859,520 | 4,233,163 | (373,642) | |
| Local Funds | 12,195,313 | 12,793,678 | (598,365) | (624,882) | 26,518 | |
| Total Non-Moving To Work | \$ 72,134,221 | \$ 69,063,953 | \$ 3,070,267 | 3,804,590 | \$ (734,323) | |
| Grand Totals | \$ 215,088,326 | \$ 221,901,253 | \$ (6,812,927) | (437,902) | (6,375,025) | |
| Special Programs Reserve Drawdown <Buildup> | | | | (34,621) | (403,818) | 369,197 |
| Reserve Drawdown/< Buildup>-MTW: | | | | 9,883,194 | 4,242,492 | 5,640,702 |
| RAD Required Replacement Reserve: | | | | (1,177,039) | - | (1,177,039) |
| Reserve Drawdown/< Buildup>-Other: | | | | (1,858,607) | (3,400,772) | 1,542,165 |
| Adjusted Residual Profit: | | | | - | - | - |

In comparison to the prior fiscal year's budget, total income has increased by over \$33 million; however, total expenses increased by \$39 million for a total decrease in net income of \$6 million. The most significant changes occurred in the MTW HCV program. It is important to note that the net income in the MTW HCV program is specifically tied to Housing Assistance Payment (HAP) funding. These funds are held with HUD as restricted reserves for housing assistance payments in compliance with the HCV program.

MTW PROGRAMS

The primary increase in revenue is due to an increase in HAP subsidy funding for the calendar year (CY) 2023. For CY 2023, HACSB received an inflationary rate of almost 13.5%, in contrast to an average inflation rate of 1.45% over the last 10 years.

Even though the higher than usual inflation rate in CY 2023 provided additional HAP funding, we continue to see and expect continued increases in the HAP per unit costs in the upcoming fiscal year. Historically, the HAP annual inflation factor does not provide sufficient funding to cover the

increasing costs; and unfortunately, receiving an annual inflation factor by HUD is not guaranteed, which if not, exacerbates the loss in funding. Because of this, the Authority views the inflationary rate received for CY 2023 as a “one-time” occurrence to the HCV MTW program. The recommended budget also includes the use of HAP restricted reserves for housing navigation services to assist the hundreds of families with a voucher experiencing difficulties leasing units in this tight housing market (approved by HUD as MTW activity 28: Leasing Success Strategies). This has contributed to a net loss in the MTW budget in the amount of \$10 million, which will be covered by a reserve drawdown from the HUD held restricted HAP reserves. This request is included in the FY 2024 MTW Annual Plan to HUD.

As a result of continued funding cuts to the Administrative Fees for the HCV program, and due to increasing costs, we are continuously challenged in providing a balanced budget for the HCV administrative budget. The calendar year 2023 funding cut percentage was 9%, resulting in \$1.2 million less in appropriated funding. The budget includes an expected net gain of \$840 thousand in the administration budget for the HCV program, which will be used to offset expected future year net losses.

In addition, pension costs and other post-employment benefits (OPEB) continue to rise. The unfunded liability for the Authority’s pension fund is over \$19 million and the pension costs for FY 2024 are estimated to be \$2.7 million (net of interest, costs, and income from investments). In order to offset expected future annual increases in the pension costs and lower the unfunded liability in the MTW program, it is important to be able to continue to set aside funds.

Increases in personnel costs are projected at approximately \$500 thousand due to increasing costs in salaries and benefits. This increase is primarily due to an increase in salaries based on the latest compensation study and a market salary adjustment to account for unprecedented inflation related costs. This is per the board approved memorandum of understanding with the union.

We are projecting having approximately four months of restricted MTW HAP HUD reserves at the end of FY 2024. We recommend maintaining these levels as we have been continuously alerted that there will be cuts to the CY 2024 federal budget, largely impacting the HCV program.

NON-MTW PROGRAMS

The non MTW programs budget includes a total net income of \$3 million, which is largely due to an increase in rental income and grant income for special purpose vouchers, including the new Emergency Housing Voucher program and new VASH and Mainstream vouchers. However, these amounts have corresponding expenses as reflected below.

Below are some of the significant budgeted items in these programs:

- \$28.9 million in Rental Income. This is an expected increase of \$2.5 million compared to the prior year’s budget.
- \$5.6 million in anticipated extraordinary maintenance expenses needed for repair and replacement work at many authority-owned housing developments. This is an increase of \$1.5 million when compared to the prior year budget, which is primarily due to an increase in the Physical Needs Assessment work required within this fiscal year. This maintenance work is primarily funded by operational property income.

- \$14.5 million in salaries and benefits. This is an increase of approximately \$1.6 million when compared to the prior year budget. This increase is primarily due to increases in salaries based on the latest compensation study.
- \$225 thousand will cover a gap in administrative funding due to an increase in salaries, benefits, pension and OPEB cost increases.

CONCLUSION:

It is important to note that, despite increases in costs across all rental assistance programs, we are recommending for approval a balanced budget, which includes the following:

- Funding for all families on HACSB's rental assistance programs to continue receiving housing assistance, with the exception of families exiting the Term-Limited Lease Assistance program.
- Funding for repair and replacement capital needs for our Authority-Owned developments and our administrative office buildings.
- Funding for our Family Empowerment Services department to continue to achieve positive outcomes that result in career-abled families prospering and transitioning through the agency's Term-Limited Lease Assistance and Family Self-Sufficiency programs.
- Maintenance of adequate reserve levels within our MTW and non-MTW programs.

We will continue our advocacy efforts to ensure that our elected officials are aware of the impacts that funding cuts, specifically to HCV Administrative fees, and increased program costs are having on our agency, but most importantly on the families that we serve. Simultaneously, as good stewards of taxpayer dollars, we will continue to be prudent in our spending.

Adoption of the Fiscal Year 2023-2024 agency-wide budget as shown is recommended. Monthly updates will continue to be provided to the Board and at least one budget revision is expected upon approval of the FY 2023 federal budget.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 30, 2023.

HOUSING AUTHORITY RESOLUTION NO. 2023-176

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO APPROVING THE HOUSING AUTHORITY OF THE COUNTY OF
SAN BERNARDINO'S FISCAL YEAR 2023-24 CONSOLIDATED ANNUAL BUDGET**

RECITALS

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

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

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

WHEREAS, attached as Exhibit A is the Consolidated Annual Budget, including the Public Housing Annual Budget, that has been prepared in accordance with and is consistent with all applicable laws and guidelines;

OPERATIVE PROVISIONS

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

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

Section 2. The Board of Commissioners hereby approves the proposed Fiscal Year 2023-24 Consolidated Annual Budget including the Public Housing Annual Budget attached as Exhibit A.

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

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

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

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

I, _____, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, _____, 20__.

Secretary

FY 2023-2024 Consolidated Annual Budget

| | Moving to Work | | | | | | Administration | Other Programs - Non Moving to Work | | | | HACSB | |
|--|--------------------|---------------|----------------|-----------------------------|------------------------|---------------|----------------|-------------------------------------|-----------------|-------------|------------|-------------|---------------|
| | HOUSING SERVICES | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| MTW Fund | Affordable Housing | Capital Funds | Administration | Housing Assistance Payments | Total Housing Services | Total | | Other Vouchers | Authority Owned | Local Funds | Total | Total | |
| INCOME | | | | | | | | | | | | | |
| Grants | - | 2,178 | - | | 129,486,845 | 129,486,845 | 129,489,023 | - | 20,809,438 | - | 10,797,344 | 31,606,783 | 161,095,806 |
| Administrative Fees | - | - | | 12,860,084 | | 12,860,084 | 12,860,084 | 4,684,573 | 1,970,179 | 4,025 | - | 6,658,776 | 19,518,860 |
| Rental Income | - | 6,564 | - | | | 6,564 | | - | - | 31,375,047 | - | 31,375,047 | 31,381,611 |
| Developer Fee | - | - | - | | | - | - | - | - | - | - | - | - |
| Investment Income | 7,074 | - | - | | | 7,074 | | - | - | 1,264 | 9,801 | 11,065 | 18,140 |
| Residual Receipt/Partnership Contribution | - | - | - | | | - | | - | - | - | 1,127,888 | 1,127,888 | 1,127,888 |
| Interest Income | 213,360 | - | - | - | | | 213,360 | 1,239 | - | 617,631 | 132,362 | 751,233 | 964,593 |
| Fees for Service revenues | - | - | - | | | - | | 344,766 | - | - | - | 344,766 | 344,766 |
| Miscellaneous Income | - | - | - | 378,000 | | 378,000 | 378,000 | - | - | 130,745 | 127,917 | 258,662 | 636,662 |
| TOTAL INCOME | 220,434 | 8,742 | - | 13,238,084 | 129,486,845 | 142,724,929 | 142,954,105 | 5,030,578 | 22,779,617 | 32,128,712 | 12,195,313 | 72,134,221 | 215,088,326 |
| EXPENSES | | | | | | | | | | | | | |
| Administrative Salaries | 768,503 | - | - | 5,511,953 | | 5,511,953 | 6,280,456 | 4,084,706 | 898,254 | 4,546,516 | 1,420,559 | 10,950,035 | 17,230,491 |
| Administrative Expenses | 273,776 | 1,605 | - | 5,416,563 | | 5,416,563 | 5,691,944 | 893,586 | 1,075,031 | 3,213,785 | 732,060 | 5,914,462 | 11,606,406 |
| Total Tenant Services | 15,400 | - | - | | 2,135,130 | 2,135,130 | 2,150,530 | - | 164,000 | 128,914 | 16,200 | 309,114 | 2,459,644 |
| Total Grant Specific Expenses | - | - | - | | | - | - | - | - | - | 10,575,443 | 10,575,443 | 10,575,443 |
| Utilities | - | - | - | 120,016 | | 120,016 | 120,016 | 65,300 | - | 4,329,050 | - | 4,394,350 | 4,514,366 |
| O & M Labor Costs | - | - | - | | | - | - | - | - | 3,525,051 | 10,800 | 3,535,851 | 3,535,851 |
| O&M Materials | - | 600 | - | 8,500 | | 8,500 | 9,100 | 8,000 | - | 898,870 | 300 | 907,170 | 916,270 |
| O&M Contracts | - | 3,150 | - | 805,118 | | 805,118 | 808,268 | 76,600 | - | 2,697,477 | 8,450 | 2,782,527 | 3,590,795 |
| General Expenses | 16,929 | 987 | - | 136,116 | | 136,116 | 154,032 | 70,346 | 5,886 | 1,433,483 | 29,216 | 1,538,931 | 1,692,963 |
| Debt Service Interest | - | - | - | | | - | - | - | - | 1,944,793 | - | 1,944,793 | 1,944,793 |
| Extraordinary Maintenance /Capital Improvements | - | 14,500 | - | | | - | 14,500 | 57,550 | - | 5,551,253 | 650 | 5,609,453 | 5,623,953 |
| Depreciation | - | - | - | | | - | - | - | - | - | - | - | - |
| Housing Assistance Payments | - | - | - | 400,000 | 137,208,454 | 137,608,454 | 137,608,454 | - | 20,601,824 | - | - | 20,601,824 | 158,210,278 |
| TOTAL EXPENSES | 1,074,608 | 20,842 | - | 12,398,266 | 139,343,584 | 151,741,850 | 152,837,300 | 5,256,088 | 22,744,996 | 28,269,192 | 12,793,678 | 69,063,953 | 221,901,253 |
| RESIDUAL RECEIPTS/(DEF) | (854,173) | (12,100) | - | 839,818 | (9,856,739) | (9,016,921) | (9,883,194) | (225,510) | 34,621 | 3,859,520 | (598,365) | 3,070,267 | (6,812,927) |
| Operating Transfer In - Subsidy | 142,349,107 | 14,278 | - | | | 151,363,850 | 293,727,235 | | | - | | - | 293,727,235 |
| Operating Transfer Out - Subsidy | (151,378,128) | (2,178) | - | | | (142,346,929) | (293,727,235) | - | - | - | - | - | (293,727,235) |
| RAD Required Replacement Reserve | - | - | - | | | - | - | - | - | (1,177,039) | - | (1,177,039) | (1,177,039) |
| Portfolio Sustainability Reserves Drawdown/(Buildup) | | | | | | - | - | 225,510 | - | (2,682,482) | 598,365 | (1,858,607) | (1,858,607) |
| HUD Reserve Drawdown/(Buildup) NET | 9,883,194 | | | | | - | 9,883,194 | | | - | - | - | 9,883,194 |
| Reserve Drawdown/(Buildup) - Non MTW | - | - | - | | | - | - | - | (34,621) | - | - | (34,621) | (34,621) |
| Net Income/(Loss) | - | - | - | | | - | - | - | - | - | - | - | - |

FY 2023-2024 Public Housing Annual Budget

| | UHA 204142 | AMP 205 | AMP 206 | Affordable Housing AMP 207 | AMP 208 | AMP 209 | Total |
|---------------------------------------|------------|---------|---------|-------------------------------|----------|---------|----------|
| INCOME | | | | | | | |
| Grants | - | | | | 2,178 | - | 2,178 |
| Administrative Fees | | | | | - | - | - |
| Rental Income | - | | | | 6,564 | - | 6,564 |
| Repayment Agreement Income | - | | | | - | - | - |
| Investment Income | - | | | | - | - | - |
| Residual Receipt/Partnership Contribu | - | | | | - | | - |
| Interest Income | - | | | | - | | - |
| Miscellaneous Income | - | | | | - | - | - |
| TOTAL INCOME | - | - | - | - | 8,742 | - | 8,742 |
| EXPENSES | | | | | | | |
| Administrative Salaries | - | | | | - | - | - |
| Administrative Expenses | - | | | | 1,605 | - | 1,605 |
| Total Tenant Services | - | | | | - | - | - |
| Total Grant Specific Expenses | - | | | | - | - | - |
| Utilities | - | | | | - | - | - |
| O & M Labor Costs | - | | | | - | - | - |
| O&M Materials | - | | | | 600 | - | 600 |
| O&M Contracts | - | | | | 3,150 | - | 3,150 |
| General Expenses | - | | | | 987 | - | 987 |
| Debt Service Interest | - | | | | - | - | - |
| Extraordinary Maintenance | - | | | | 14,500 | - | 14,500 |
| Depreciation | - | - | - | - | | - | - |
| Housing Assistance Payments | - | - | - | - | - | - | - |
| TOTAL EXPENSES | - | - | - | - | 20,842 | - | 20,842 |
| RESIDUAL RECEIPTS/(DEF) | - | - | - | - | (12,100) | - | (12,100) |
| Operating Transfer In - Subsidy | - | - | - | - | 14,278 | - | 14,278 |
| Operating Transfer Out - Subsidy | - | - | - | - | (2,178) | - | (2,178) |
| Net Income/(Loss) | - | - | - | - | - | - | - |

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

July 11, 2023

FROM

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

SUBJECT

Fiscal Year 2023-2024 Annual Moving to Work Plan

RECOMMENDATION(S)

Adopt Resolution No. 175:

- a. Approving the Housing Authority of the County of San Bernardino's Annual Moving to Work Plan for Fiscal Year 2023-2024.
- b. Approving the Annual Moving to Work Plan Certifications of Compliance to Regulations with the United States Department of Housing and Urban Development.

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

STRATEGIC PLAN ALIGNMENT

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

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

Aspirational Statement #4: To utilize research and technology to drive innovative programming and operational processes which allow us to be more responsive and result in the advancement of the families we serve.

FINANCIAL IMPACT

Approval of the proposed resolution will not have a significant financial impact on the Housing Authority of the County of San Bernardino (HACSB). Sufficient appropriation to perform this action has been included in the HACSB 2023-2024 annual budget and will be included in subsequent fiscal year budgets.

BACKGROUND INFORMATION

On March 14, 2008, HACSB was designated by the United States Department of Housing and Urban Development (HUD) as a Moving to Work (MTW) agency. The objectives of the MTW designation are to achieve greater cost effectiveness, provide incentives to families working toward self-sufficiency, and increase housing choices for low-income families. To accomplish these objectives, the MTW designation allows Public Housing Authorities (PHA) to develop and implement programs to design and test innovative local housing and self-sufficiency initiatives by waiving certain statutes and HUD regulations. In accordance with the MTW Agreement which outlines the requirements and authorizations of the MTW designation, each year HACSB is required to prepare and submit an Annual MTW Plan that describes previously approved, proposed and/or revised MTW activities for the coming year, as well as other related information.

The proposed 2023-2024 Annual MTW Plan (Plan) includes information regarding 29 previously approved MTW activities and one proposed new activity. "Activities" are defined as HUD-

approved initiatives developed and adopted by HACSB that a traditional Housing Authority cannot implement.

HACSB MTW activities are listed below:

| No. | Activity Name | Plan Year | Status |
|------------|---|------------------|---------------|
| 1 | Single Fund Budget | 2009 | Ongoing |
| 2 | Strategic Investment Policies | 2009 | Closed Out |
| 3 | Alternate Assessment Program | 2009 | On Hold |
| 4 | Biennial and Triennial Re-Certifications | 2009 | Ongoing |
| 5 | Simplified Income Determination (formerly Local Verification Policies) | 2009 | Ongoing |
| 6 | Elimination of Assets | 2009 | Closed Out |
| 7 | Controlled Program Moves | 2009 | Closed Out |
| 8 | Local Policies for Portability | 2009 | Ongoing |
| 9 | Elimination of Earned Income Disallowance | 2009 | Closed Out |
| 10 | Minimum Rent | 2009 | Ongoing |
| 11 | Local Project Based Voucher Program | 2009 | Ongoing |
| 12 | Local Payment Standards | 2009 | Ongoing |
| 13 | Local Inspection Policies | 2010 | Ongoing |
| 14 | Local Asset Management Program | 2010 | Ongoing |
| 15 | Pilot Work Requirement | 2010 | Closed Out |
| 16 | Operating Subsidy for Vista del Sol | 2010 | Closed Out |
| 17 | Local Income Inclusions | 2011 | Closed Out |
| 18 | Property Management Innovation | 2011 | Ongoing |
| 19 | Pilot Local FSS Program | 2011 | Closing Out |
| 20 | Term-Limited Lease Assistance Program | 2011 | Ongoing |
| 21 | Utility Allowance Reform | 2012 | Closed Out |
| 22 | Streamlined Lease Assistance Program | 2013 | Ongoing |
| 23 | No Child Left Unsheltered | 2014 | Ongoing |
| 24 | Transition for Over Income Public Housing/Housing Choice Voucher Families | 2014 | Ongoing |
| 25 | Project-Based Voucher Flexibility for Horizons Yucaipa Senior Housing | 2016 | Ongoing |
| 26 | Local Disaster Short-Term Rental Assistance Program | 2017 | Ongoing |
| 27 | Local Project-Based Voucher Subsidy for Developments Using Tax Credit Rents | 2019 | Ongoing |
| 28 | Leasing Success Strategies | 2022 | Ongoing |
| 29 | Moving On Strategy | 2023 | Ongoing |
| 30 | Valencia Grove Phase II, Affordable Rent Strategy | 2024 | Proposed |

The Plan includes the proposed new activity #30 – Valencia Grove Phase II, Affordable Rent Strategy. This activity addresses the MTW statutory objective to increase housing choices for eligible low-income families. Constructed in 1943, the original Public Housing community located in the city of Redlands was the first affordable housing community built by HACSB after its

formation in 1941. The original site consisted of 115 Public Housing units. Despite several upgrades throughout the years, due to age and its original design, the site required significant capital needs improvements. In partnership with HUD, HACSB, and its developer partner, Housing Partners I, Inc. (HPI), began the process of redeveloping the site in three phases in 2010. Phase I consisting of 84 units was completed and fully occupied in 2016. Phase II will include 104 affordable rental units, and Phase III is planned to include 39 single-family townhomes available to first-time homebuyers. When completed, the fully redeveloped community will include 238 units. The 104 units of Phase II will be affordable multifamily rental units, including eight 4-bedroom project-based voucher (PBV) units. The rent structure will be established using the Low-Income Housing Tax Credit (LIHTC) rent schedule for individuals with incomes at or below 80% of Area Median Income (AMI).

Through this activity, HACSB will approve a higher lease rent for PBV units and TBV units than for other affordable non-voucher units at Valencia Grove Phase II. This modification is needed because other units at the site are below market at 80% AMI LIHTC program levels. Furthermore, this will increase rent revenue for the development without impact to tenants. Of the 104 affordable multifamily unit development, the lease rent for the eight 4-bedroom PBV units will be set through the rent reasonable process for applicants with incomes under 50% of the Area Median Income (AMI), as established in HACSB's Agreement to Enter into Housing Assistance Payments Contract Agreement (AHAP) for the site. For any tenant-based voucher units, the lease rent will be lower of the reasonable rent (based on existing rent reasonableness determination procedures) or HACSB's Local Payment Standard (LPS). For all other affordable non-voucher units at the development, the lease rent will be established using the LIHTC rent schedule for individuals with incomes at or below 80% of the AMI, minus the utility allowance.

The Plan also includes changes to the following existing MTW activities:

Close out Activity 19 – Local Family Self-Sufficiency (FSS) Program: This activity allowed HACSB to develop a local pilot FSS program that allowed program participants who were eligible to receive the balance of their escrow account at the end of their FSS contract if they voluntarily terminated their assistance from the Housing Choice Voucher or Public Housing program due to self-sufficiency efforts. Families were also allowed to withdraw a portion of their FSS escrow savings balance during participation in the Local FSS program for certain self-sufficiency-related activities. However, this program experienced low enrollment year after year as interested participants opted to instead enroll in HACSB's traditional FSS program. HACSB plans to develop and propose a revised Local FSS MTW activity in the future.

Other changes in Plan include documenting language in Activity #5 – Simplified Income Determination and Activity #24 – Transition for Over Income Public Housing and Housing Choice Voucher Families of HACSB's current processes that may differ from HUD's Housing Opportunity through Modernization Act (HOTMA) final rule.

This item includes the HUD-required Certifications of Compliance, which authorizes HACSB to submit the Annual MTW Plan to HUD and certifies that HACSB has complied or will comply with requirements related to the submission and implementation of the Plan, including public notice requirements, Civil Rights Act and Fair Housing Act requirements, records retention, and other requirements. It also includes a Board Resolution to accompany the 2023-2024 Annual Moving to Work Plan.

Fiscal Year 2023-2024 Annual Moving to Work Plan
July 11, 2023

A legal notice regarding the Plan was published in seven local newspapers on May 23, May 24, and June 1, 2023. The notice and the proposed plan were also made available on HACSB's website and at all HACSB offices throughout San Bernardino County beginning May 23, 2023. The required public comment period ran from May 23, 2023 to June 22, 2023, and two public hearings on the matter were held. In-person hearings were held on May 31, 2023, at 10:00 a.m. and June 8, 2023, at 1:00 p.m. No members of the public attended the public hearings, and no public comments were received.

A complete copy of the 2023-2024 Annual MTW Plan can be found at <https://hacsb.com/moving-to-work/>.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 23, 2023.

HOUSING AUTHORITY RESOLUTION NO. 2023-176

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO'S ANNUAL MOVING TO WORK PLAN FOR FISCAL YEAR 2023-2024

RECITALS

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

WHEREAS, HACSB entered into a Moving to Work (MTW) contract with the United States Department of Housing and Urban Development (HUD) effective March 14, 2008, which governs the regulations of the administration of the Housing Choice Voucher and Public Housing programs; and

WHEREAS, as a MTW agency, the HACSB is required to and has prepared an Annual MTW Plan which describes its operations and activities as an MTW agency; and

WHEREAS, the HACSB desires to develop a new MTW activity and modify certain previously approved MTW activities; and

WHEREAS, the HACSB has developed its Fiscal Year 2023-2024 Annual MTW Plan, to include the proposed modifications to those MTW activities and in accordance with HUD requirements.

OPERATIVE PROVISIONS

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

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

Section 2. The Board of Commissioners hereby approves the proposed Fiscal Year 2023-2024 HACSB Annual MTW Plan, on July 11, 2023.

Section 3. A complete copy of the 2023-2024 Annual MTW Plan can be found at <https://hacsb.com/moving-to-work/>.

Section 4. The Board of Commissioners hereby approves the HUD-required Certifications of Compliance with Regulations form authorizing HACSB to submit the proposed Fiscal Year 2023-2024 Annual MTW Plan to HUD and certifies that HACSB has complied or will comply with requirements related to the submission and implementation of the Plan.

Section 5. This resolution shall take effect immediately upon its adoption.

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

AYES:

NOES:

ABSENT:

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, _____, 20__.

Secretary

CERTIFICATIONS OF COMPLIANCE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OFFICE OF PUBLIC AND INDIAN HOUSING

Certifications of Compliance with Regulations: Board Resolution to Accompany the Annual Moving to Work Plan

Acting on behalf of the Board of Commissioners of the Moving to Work Public Housing Agency (MTW PHA) listed below, as its Chair or other authorized MTW PHA official if there is no Board of Commissioners, I approve the submission of the Annual Moving to Work Plan for the MTW PHA Plan Year beginning (10/01/2023), hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

- (1) The MTW PHA published a notice that a hearing would be held, that the Plan and all information relevant to the public hearing was available for public inspection for at least 30 days, that there were no less than 15 days between the public hearing and the approval of the Plan by the Board of Commissioners, and that the MTW PHA conducted a public hearing to discuss the Plan and invited public comment.
- (2) The MTW PHA took into consideration public and resident comments (including those of its Resident Advisory Board or Boards) before approval of the Plan by the Board of Commissioners or Board of Directors in order to incorporate any public comments into the Annual MTW Plan.
- (3) The MTW PHA certifies that the Board of Directors has reviewed and approved the budget for the Capital Fund Program grants contained in the Capital Fund Program Annual Statement/Performance and Evaluation Report, form HUD-50075.1 (or successor form as required by HUD).
- (4) The MTW PHA will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
- (5) The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
- (6) The Plan contains a certification by the appropriate state or local officials that the Plan is consistent with the applicable Consolidated Plan.
- (7) The MTW PHA will affirmatively further fair housing by fulfilling the requirements set out in HUD regulations found at Title 24 of the Code of Federal Regulations, including regulations in place at the time of this certification, and any subsequently promulgated regulations governing the obligation to affirmatively further fair housing. The MTW PHA is always responsible for understanding and implementing the requirements of HUD regulations and policies, and has a continuing obligation to affirmatively further fair housing in compliance with the 1968 Fair Housing Act, the Housing and Community Development Act of 1974, The Cranston-Gonzalez National Affordable Housing Act, and the Quality Housing and Work Responsibility Act of 1998. (42 U.S.C. 3608, 5304(b)(2), 5306(d)(7)(B), 12705(b)(15), and 1437C-1(d)(16)). The MTW PHA will affirmatively further fair housing by fulfilling the requirements at 24 CFR 903.7(o) and 24 CFR 903.15, which means that it will take meaningful actions to further the goals identified in its Analysis of Impediments to Fair Housing Choice(AI),Assessment of Fair Housing (AFH), and/or other fair housing planning documents conducted in accordance with the requirements of 24 CFR Part 5, that it will take no action that is materially inconsistent with its obligation to affirmatively further fair housing, and that it will address fair housing issues and contributing factors in its programs, in accordance with 24 CFR 903.7(o), and will address impediments to fair housing choice identified in its AI, AFH, and/or other fair housing planning documents associated with any applicable Consolidated or Annual Action Plan under 24 CFR Part 91.
- (8) The MTW PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975 and HUD's implementing regulations at 24 C.F.R. Part 146.
- (9) In accordance with 24 CFR 5.105(a)(2), HUD's Equal Access Rule, the MTW PHA will not make a determination of eligibility for housing based on sexual orientation, gender identity, or marital status.
- (10) The MTW PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
- (11) The MTW PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 75.

form *HUD 50900: Certifications of Compliance (3/2021)*

- (12) The MTW PHA will comply with requirements with regard to a drug free workplace required by 24 CFR Part 24, Subpart F.
- (13) The MTW PHA will comply with requirements with regard to compliance with restrictions on lobbying required by 24 CFR Part 87, together with disclosure forms if required by this Part, and with restrictions on payments to influence Federal Transactions, in accordance with the Byrd Amendment and implementing regulations at 49 CFR Part 24.
- (14) The MTW PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
- (15) The MTW PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
- (16) The MTW PHA will provide HUD or the responsible entity any documentation needed to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58. Regardless of who acts as the responsible entity, the MTW PHA will maintain documentation that verifies compliance with environmental requirements pursuant to 24 Part 58 and 24 CFR Part 50 and will make this documentation available to HUD upon its request.
- (17) With respect to public housing and applicable local, non-traditional development the MTW PHA will comply with Davis-Bacon or HUD determined wage rate requirements under section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
- (18) The MTW PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
- (19) The MTW PHA will comply with the Lead-Based Paint Poisoning Prevention Act and 24 CFR Part 35.
- (20) The MTW PHA will comply with the policies, guidelines, and requirements of 2 CFR Part 225 (Cost Principles for State, Local and Indian Tribal Governments) and 2 CFR Part 200.
- (21) The MTW PHA must fulfill its responsibilities to comply with and ensure enforcement of Housing Quality Standards, as defined in 24 CFR Part 982 or as approved by HUD, for any Housing Choice Voucher units under administration.
- (22) The MTW PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the Moving to Work Agreement and Statement of Authorizations and included in its Plan.
- (23) All attachments to the Plan have been and will continue to be available at all times and all locations that the Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the MTW PHA in its Plan and will continue to be made available at least at the primary business office of the MTW PHA.

Housing Authority of the County of San Bernardino

CA019

MTW PHA NAME**MTW PHA NUMBER/HA CODE**

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

Timothy Johnson

Board Chair

NAME OF AUTHORIZED OFFICIAL**TITLE****SIGNATURE****DATE**

* *Must be signed by either the Chair or Secretary of the Board of the MTW PHA's legislative body. This certification cannot be signed by an employee unless authorized by the MTW PHA Board to do so. If this document is not signed by the Chair or Secretary, documentation such as the by-laws or authorizing board resolution must accompany this certification.*

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

July 11, 2023

FROM

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

SUBJECT

Revisions to the Administrative Plan Governing the Housing Authority of the County of San Bernardino

RECOMMENDATION(S)

Adopt Resolution No. 177 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs.
(Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

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

FINANCIAL IMPACT

Approval of the proposed revisions to the Administrative Plan will have no direct financial impact to the Housing Authority of the County of San Bernardino's (HACSB) annual budget.

BACKGROUND INFORMATION

HACSB's Housing Choice Voucher (HCV) Administrative Plan outlines the adopted policies that govern the HCV program as well as other HACSB rental assistance programs. These programs provide rental subsidies for low-income families leasing homes in the private rental market. The Administrative Plan is required of all housing authorities administering a HCV program and is reviewed and updated as needed to maintain compliance with Public and Indian Housing Notices (PIH), Federal Register Notices as issued by the United States Department of Housing and Urban Development (HUD), and HACSB's Moving to Work (MTW) activities.

The primary reason for revising the Administrative Plan is to incorporate regulatory changes to the Family Unification Program and the Violence Against Women Act. Other revisions have been made throughout the Administrative Plan to promote consistent application of policies and procedures. Since the Administrative Plan is continuously reviewed for compliance and efficiency, HACSB staff take the opportunity to make minor changes when material changes are brought to the board. Attached is a table summarizing the proposed revisions along with the corresponding sections from the Administrative Plan with the redline changes.

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

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 26, 2023.

HOUSING AUTHORITY RESOLUTION NO. 2023-177

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO APPROVING REVISIONS TO THE ADMINISTRATIVE PLAN
GOVERNING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO'S RENTAL
ASSISTANCE PROGRAMS**

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) is required to maintain an Administrative Plan which outlines regulations necessary to administer the Housing Choice Voucher subsidized programs on behalf of the United States Department of Housing and Urban Development (HUD); and

WHEREAS, HUD requires public housing agencies to amend their Administrative Plan to incorporate changes and define policy relative to administration of the Housing Choice Voucher subsidized programs; and

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

OPERATIVE PROVISIONS

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

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

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

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

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

AYES: 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, July 11, 2023.

Secretary

Summary of Administrative Plan Changes, July 11, 2023

| Section | Topic | Change |
|----------------|---|---|
| 2.2.7 | Removal from the Waiting List and Purging | Updates policy related to reinstatement to the waiting list for applicants failing to respond to an update letter |
| 2.3 | Completion of a Full Application | Updates policy related to reinstatement to the waiting list for applicants failing to submit the full application as a part of the eligibility review process to be consistent with policy in Section 2.2.7 |
| Chapter 3 | Introduction | Clarifies the section of the Administrative Plan applicable to the eligibility criteria applied to household additions |
| 3.2.1.4 | Family Types – A Single Person | Revises the definition of family to include a single person, who qualifies as an eligible youth under the Family Unification Program in accordance with new HUD regulations |
| 3.11.4.1 | Streamlined Fixed Lease Assistance for Career-Focused Families – Family Unification Program | Adds reference to term limit extension for eligible youth under the Family Unification Program in accordance with HUD regulations |
| 12.4 | Failure to Respond to Notice to Recertify | Updates policy related to reinstatement to the program for participants who fail to recertify to be consistent with reinstatement policies stated elsewhere in the Administrative Plan |
| 15.8.2 | Violence Against Women Act – Definitions | Updates domestic violence definition to align with changes under the housing provisions of the Violence Against Women Act Reauthorization Act of 2022 |
| 15.8.6 | Prohibition on Retaliation | Adds new statutory provision of VAWA which prohibits retaliation and coercion by housing authorities and owners/managers in housing covered by VAWA |
| 16.2.2.3 | Family Unification Program | Clarifies that there are no appeals for expiration of assistance after a FUP-eligible youth has exhausted all extensions |
| 16.2.2.3.1 | Family Unification Program – Term of Assistance | Adds new HUD regulations outlining the conditions in which a Family Unification Program-Youth may qualify for two 1-year extensions of assistance |
| 16.3.1 | Explanation and Terms of Family Obligation Requirements | Clarifies that the family may have an ownership interest in the assisted unit under the homeownership program or if the unit is a mobile home and the family receives assistance for renting the pad. Also, adds language to clarify that an owner may only reside in the unit under shared housing, but the owner cannot be related to the assisted family |

2.2.5.2 Family Unification Program

The Housing Authority will compare the list of Department of Child & Family Services (DCS) referrals to the tenant-based voucher wait list to determine if any names in the DCS referral list are already on the wait list. Any names in the DCS referral list that match the wait list will maintain the order of their position on the wait list. Any referrals that are not already on the wait list must be added to the wait list by order of referral. The Housing Authority may open the wait list only to accept DCS referrals.

2.2.5.3 Emergency Housing Voucher Program

If the number of referrals exceeds the number of vouchers available under the Emergency Housing Voucher (EHV) program, the Housing Authority will establish a separate waiting list. Referrals will be placed in order by the date and time the referral was received. The program has no waiting list preferences. Once the voucher issuance period has ended, the applicants on the waiting list will be notified that the program is no longer available. Applicants on the EHV waiting list are not eligible to be transferred to any other waiting list.

2.2.6 Change in Applicant Circumstances

Applicants are required to inform the Housing Authority in writing of changes in mailing address and household size via the applicant portal. Applicants are also required to respond to requests from the Housing Authority to update information on their pre-application and to determine their continued interest in assistance.

2.2.7 Removal from the Waiting List and Purging [24 CFR 982.204]

The Housing Authority may request each applicant to respond to a request for current information and/or confirmation of continued interest to ensure that the waiting list is current and accurate. This process will be conducted through the applicant portal and by mail. The Housing Authority is authorized to remove the names of applicants who do not respond to requests for information or periodic updates. An applicant who fails to respond to a Housing Authority mailing within the time frame indicated will be removed from the waiting list without further notice. An extension may be considered as a reasonable accommodation if requested in advance by a person with a disability. Notices will be made available in accessible format upon the request of a person with a disability.

The family's response must be in writing and may be delivered in person, by mail, through the applicant portal or by fax. Responses should be postmarked or received by the HACSB no later than the due date on the HACSB notification. If the family fails to respond by the due date, the family will be removed from the waiting list without further notice.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~January~~ July 2023

If an email notification from the applicant portal returns a delivery error or no response is received, a notification will be mailed to the applicant. If the notification is returned by the Post Office, the applicant will be removed from the waiting list without further notice. The returned envelope and original letter will be maintained in the file.

When a family is removed from the waiting list during the update process for failure to respond, no informal review will be offered. Such failures to act on the part of the applicant prevent the HACSB from making an eligibility determination; ~~Therefore,~~ no informal review is required.

Applicants who are removed from the waiting list for failure to respond or due to the mail being returned undeliverable are not entitled to reinstatement on the waiting list, unless:

- The Housing Authority verifies a family/health/work emergencyan extenuating circumstance, such as a long-term illness or other family emergency, or
- The applicant failed to respond because of a family member's disability.

The request for reinstatement for one of the above circumstances along with supporting documentation must be received within six months of the due date.

~~Periodically, applicants will call to check their status on the waiting list and learn that they have been removed because mail was returned as undeliverable. In extenuating circumstances, such as a long-term illness or other family emergency, the applicant may be reinstated. However, the registrant must be able to provide documentation of the circumstances. Such requests will be reviewed and approved (or denied) on a case-by-case basis.~~

2.2.7.1 Project-Based Waiting List Bedroom Size Changes

For the project-based waiting list, the application may be removed if the household no longer qualifies for the available bedroom size due to changes in household composition. However, if the waiting list for the bedroom size for which the household is now eligible was open at the time of the original application, the household will be placed on the waiting list for the eligible bedroom size using the original date and time of application. If an applicant is no longer eligible for a bedroom size due to changes in occupancy standards, the application will be updated with the appropriate bedroom size if available at the development regardless of whether the waiting list was open at the time of application.

- Be an active participant in the Aftercare program.

HACSB has partnered with a variety of local community service providers, including the school system, to identify and refer families, particularly those with school-age children, who are unsheltered. Service coordination for NCLU families is provided by the Department of Behavioral Health.

2.2.8.3.2 Involuntary Displacement

The Housing Authority may also provide assistance to the following types of families who are not on the waiting list:

- Displaced HACSB public housing residents
- Displaced participants from other housing authorities
- Disaster victims who are non-participants in any housing services programs at any housing authority
 - Families displaced as a result of federally declared disasters may receive preference over waiting list placeholders.

2.2.9 Verification of Preferences

Any preference claimed on the pre-application or while the family is on the waiting list will be verified in accordance with the Housing Authority's verification policies after the family is selected from the waiting list and prior to completing the full application described in this Chapter. The qualification for the preference must exist at the time the preference is claimed and at the time of verification because a claim of preference determines placement on the waiting list. If the Housing Authority denies a preference, the Housing Authority will notify the applicant in writing of the reasons why the preference was denied and return the applicant to the waiting list without the benefit of the preference. Families who are returned to the waiting list for not meeting the claimed preference are not entitled to an informal review as they have not been found ineligible. Applicants may exercise other rights if they believe they have been discriminated against.

2.3 Completion of a Full Application [HCV GB, p. 4-16]

After an applicant is selected from the waiting list, and any preference is verified (if applicable), the applicant will be contacted through email and mail to complete a full application in the applicant portal or on HACSB supplied forms provided through the mail. All adult members of an applicant's household will be required to complete and sign forms and submit required documentation.

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The Housing Authority uses the full application process to document the family's circumstances in greater detail and verify information which has been provided by the family and to ensure that the information is complete.

Correspondence during the full application process will be in English. For limited English proficient applicants, the Housing Authority will provide translation services in accordance with the Housing Authority's Language Access Plan.

Applicants who fail to submit the full application and/or documentation request, with good cause, and want an extension must make the request for extension no later than the original due date of the documents. If an applicant fails to submit the full application by the due date, without notifying the Housing Authority, their application will be removed from the waiting list without further notice unless:-

- The Housing Authority verifies an extenuating circumstance, such as a long-term illness or other family emergency, or
- The applicant failed to respond because of a family member's disability.

The request for reinstatement for one of the above circumstances along with supporting documentation must be received within six months of the due date.

However, if the applicant submits their intake but does not complete the entire full application with the additional documents needed by the due date, the Housing Authority will send a denial letter.

Upon request, reasonable accommodation will be made for persons with a disability who requires an advocate or accessible offices. A designee will be allowed to participate in the full application process, but only with permission from the person with a disability. If an application is denied due to failure to complete the full application and supporting documentation, the applicant will be notified in writing.

In addition to the full application, all adult members must sign the HUD-9886, "Authorization for the Release of Information/Privacy Act Notice", the full application, the declarations and consent forms related to citizenship/immigration status, and any other documents required by the Housing Authority. Applicants will be required to sign specific verification forms for information which is not covered by the HUD-9886. Every adult household member also must sign a consent form to release criminal conviction records and to allow the Housing Authority to receive records and use them in accordance with

HUD regulations. Failure to sign all required forms will be cause for denial of the application.

Assistance cannot be provided to the family until all Social Security Number documentation requirements are met. However, if the Housing Authority determines that an applicant family is otherwise eligible to participate in the program, they will have ten (10) days to provide the SSN documentation. Documentation may include the Social Security card or other documentation issued by the Social Security Administration or a Federal, State or local government agency that includes the name and SSN of the individual. If the information is not supplied within the required time period, the Housing Authority will provide the family a written notification of denial for assistance.

If the Housing Authority determines during or after the review of the full application that additional information or document(s) are needed, the Housing Authority will request the information or document(s) in writing. The notification will include if information is not received within the specified timeframe, the applicant will be denied assistance. The family will be given ten (10) business days to supply the information.

2.3.1 Term-Limited Lease Assistance Program

Families will be required to sign a statement that they are aware that they will only receive rental assistance for a maximum of five (5) years. The head of household will also be required to sign an Individual Training and Services Plan (ITSP) committing to participation in self-sufficiency related activities, programs and services during the five years of rental assistance.

2.3.2 Verification

Information provided by the applicant will be verified, using the verification policies outlined in Chapter 7 of this Administrative Plan.

2.3.3 Final Determination and Notification of Eligibility [24 CFR 982.201]

After the verification process is completed, the Housing Authority will make a final determination of eligibility. This decision is based upon information provided by the family, the verification completed by the Housing Authority, and the current eligibility criteria in effect. If the family is determined to be eligible, the Housing Authority will mail or email a notification of eligibility. A briefing will be scheduled, and the family will receive a tenant-based voucher or placement in a project-based unit.

If the family is determined to be ineligible, the Housing Authority will provide a written notification to the applicant of denial of assistance. The notice will specify the reasons for

CHAPTER 3: ELIGIBILITY FACTORS FOR ADMISSION

3. Introduction [24 CFR 982.54(d)]

This chapter defines the criteria used by the Housing Authority to determine program eligibility, and the requirements that families and family members must meet in order to receive assistance under the program. This chapter also clarifies the circumstances that may lead to a denial of admission, and the process for notifying families if they are denied admission.

Family members being added to households that are currently receiving assistance are ~~considered new applicants and are subject to the Housing Authority's admission and eligibility requirements.~~ subject to eligibility factors described in Chapter 15.

The intent of these policies is to maintain consistency and objectivity in evaluating the eligibility of families who apply for the programs. The criteria listed in this chapter are the only factors used to review eligibility to minimize the possibility of bias or discrimination. Selection shall be made without regard to, race, color, sex, religion, creed, national or ethnic origin, age, familial or marital status, handicap, disability, or sexual orientation, source of income, or disability/handicap.

3.1 Eligibility Factors and Requirements [24 CFR 982.201 and 24 CFR 982.552]

In accordance with HUD regulations, the Housing Authority has established the following eligibility criteria, which are detailed throughout this chapter. To be eligible for admission, an applicant family must:

- Meet the definition of a “family” as defined in this Chapter;
- Be within the appropriate income limit;
- Be a citizen, or a non-citizen with eligible immigration status [24 CFR §5.508]; and
- The applicant and all members of the applicant’s household must disclose the complete and accurate social security number (SSN) assigned to each household member, and the documentation necessary to verify each SSN.
 - These requirements do not apply to noncitizens who do not contend eligible immigration status.

3.2.1.3 Group of Persons

A group of persons is considered a family. This includes two (2) or more persons sharing residency, who are not categorized as an elderly or disabled family, whose income and resources are available to meet family needs. A single person who is pregnant or in the process of adopting or securing legal custody of any individual under the age of eighteen (18) is considered a group of two (2) for the purpose of this definition.

3.2.1.4 A Single Person

A single person family is one comprised of a single person or youth described in 42 U.S.C. 1437(x)(2)(B),¹⁰ who lives alone ~~or~~, or intends to live alone, who is not categorized as elderly, disabled, or the remaining member of a tenant family.

3.3 Applicant Family Break Up [24 CFR 982.315]

When a family on the waiting list breaks up into two (2) otherwise eligible families, only one (1) of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

In the absence of a judicial decision or an agreement among the original family members concerning the disposition of the application, the Housing Authority will determine which family will retain their placement on the waiting list. In making its determination, the Housing Authority will review which family member(s) will retain the application in the following priority order:

1. The domestic violence victim if separation is due to actual or threatened incidents of domestic violence, dating violence, sexual assault or stalking.
2. Which family member applied as head of household.
3. Which members were part of the household at the time of application.
4. Which family member retains the youngest child.

If the head of household dies while on the waiting list, the Housing Authority may transfer the application to a spouse, cohead or other adult household member if that person is listed on the application. If the head of household wishes to voluntarily relinquish the application to remaining household members, the Housing Authority may transfer the

¹⁰ An otherwise eligible youth who has attained at least 18 years of age and who has left foster care, or will leave foster care, or will leave foster care within 90 days, in accordance with a transition plan described in section 475(5)(H) of the Social Security Act (42 U.S.C. 675(5)(H)), and is homeless or is at risk of becoming homeless at age 16 or older.

3.11.4.1 Family Unification Program

The Family Unification Program (FUP) will be administered using the Streamlined Fixed Lease Assistance Program for Career-Focused Families unless the family meets the criteria for the Streamlined Lease Assistance for Elderly/Disabled Families. HUD does not permit term limits for FUP families. FUP-eligible youth are limited to 36 months of assistance under FUP regulations and may qualify for rental assistance for up to 24 months beyond the 36-month term limit. See section 16.2.2.3.1 for extension criteria.

3.11.5 Traditional, Regulatory Assistance for Special Purpose Programs

The Special Purpose programs program described in this section are administered in accordance with federal regulations and the specific criteria established by the special purpose program. Some of the eligibility criteria described in this Chapter, such as certain criminal background requirements, may be different for participants in these programs. A description of each program, including certain eligibility criteria, is provided below:

3.11.5.1 Continuum of Care

The Continuum of Care program was developed by the Housing Authority in cooperation with the County of San Bernardino Department of Behavioral Health (DBH) to provide decent housing and long-term mental health services to mentally ill participants and their families. Applicants are referred by DBH and must cooperate with supportive service providers in order to maintain their eligibility for the program. DBH utilizes a network of resources to provide a variety of services related to job training, health care, child care, and educational advancement.

3.11.5.2 Veterans Affairs Supportive Housing (VASH)

The Veterans Affairs Supportive Housing program (VASH) is for homeless veterans with severe psychiatric or substance abuse disorders. The Housing Authority and Veterans Administration Medical Center (VAMC) have partnered to provide rental vouchers and supportive services to eligible veterans.

The veteran must demonstrate to the VAMC that he/she is homeless (has been living outdoors, in a shelter, in an automobile, etc.) before being evaluated for this program. VAMC will provide supportive services and if appropriate refer veterans to the Housing Authority. After receiving the referral Housing Authority will determine if the veteran is eligible for the program.

3.11.5.3 Mainstream 5 Program

The Mainstream 5 program was developed to provide rental assistance to persons with disabilities who are seeking suitable, affordable and accessible housing in the private

12.4 Failure to Respond to Notice to Recertify

The written interview notification must state which family members are required to attend the interview. The family may call to request another appointment date up to two (2) days prior to the interview.

If the family does not appear for the recertification interview and has not rescheduled or made prior arrangements with the Housing Authority, the Housing Authority will reschedule a second appointment.

If the family fails to appear for the second appointment, and has not rescheduled or made prior arrangements, the Housing Authority will send family notice of termination and provide instructions on how to request an informal hearing.

If an informal hearing is not requested, but the family later contacts the Housing Authority for reinstatement, reinstatement may be considered if:

- The Housing Authority verifies an extenuating circumstance, such as a long-term illness or other family emergency, or
- The applicant failed to respond because of a family member's disability.

The request for reinstatement for one of the above circumstances along with supporting documentation must be received within six months of the termination date.

~~Exceptions to these policies may be made if the family is able to document an emergency situation that prevented them from canceling or attending the appointment or if requested as a reasonable accommodation for a person with a disability.~~

12.5 Information Collection and Verification

The Housing Authority has established appropriate recertification procedures necessary to ensure that the income data provided by families is complete and accurate. The Housing Authority will require the family to complete the Disclosure Questionnaire form.

The Housing Authority will follow the verification procedures and guidelines described in the Verifications Chapter of this Administrative Plan for all recertifications.

12.6 Participant Portion of Rent Increases

If a participant's portion of rent increases, a thirty (30) day notice is mailed to the family prior to the scheduled effective date of the recertification. If less than thirty (30) days are remaining before the scheduled effective date of the recertification, the participant's rent increase will be effective on the first of the month following the thirty (30) day notice.

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been a victim of domestic violence, dating violence, sexual assault, or stalking. Specifically, Section 606(4)(A) of VAWA adds an addition provision to Section 8 of the U.S. Housing Act of 1937, which lists contract provisions and requirements for the housing choice voucher program. The addition provision is that an applicant or participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking is not an appropriate reason for denial of program assistance or for denial of admission, if the applicant otherwise qualifies for assistance or admission [24 CFR 5.2005].

15.8.2 Definitions [24 CFR 5.2003]

The following defines the terms as used in the VAWA legislation:

- The term *bifurcate* means, with respect to an assisted lease, to divide a lease as a matter of law such that certain tenants can be evicted or removed while the remaining family members' lease and occupancy rights are allowed to remain intact.
- The term *domestic violence* includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, ~~by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse, by a person similarly situated to a spouse of the victim under the domestic~~ under their family or domestic violence laws of the ~~jurisdiction receiving grant~~ State of California ~~monies and, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.~~ in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim; is cohabitating, or has cohabitated with the victim as a spouse or intimate partner; shares a child in common with the victim; or commits acts against a youth or adult victim who is protected from those acts under family or domestic violence laws of the jurisdiction.⁵³
- The term *dating violence* means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim; and

⁵³ Detailed definitions of terms are located at 24 U.S.C. 12291(a)(12), (13) and (40).

where the existence of such a relationship shall be determined based on a consideration of the following factors:

- The length of the relationship
 - The type of relationship
 - The frequency of interaction between the persons involved in the relationship
- The term *stalking* means:
 - To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or
 - To place under surveillance with the intent to kill, injure, harass, or intimidate another person; and

In the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, or an (2) affiliated individual

15.8.2 Notification

The Housing Authority acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, a record of previous damage to an apartment, a prior criminal record) that would warrant denial under the Housing Authority's policies. Therefore, if the Housing Authority makes a determination to deny admission to an applicant family, the Housing Authority will include in its notice of denial:

- A statement of the protection against denial provided by VAWA
- A description of Housing Authority confidentiality requirements
- A request that an applicant wishing to claim this protection submit to the Housing Authority documentation meeting the specifications described in this chapter with her or his request for an informal review.

15.8.4 Documentation

15.8.4.1 Victim Documentation

An applicant claiming that the cause of an unfavorable history is that a member of the applicant family is or has been a victim of domestic violence, dating violence, sexual assault, or stalking must provide documentation (1) demonstrating the connection between the abuse and the unfavorable history and (2) naming the perpetrator of the

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assistance, no informal review will be scheduled, and the Housing Authority will proceed with admission of the applicant family.

15.8.5 Confidentiality [24 CFR 5.2007(a)(1)(v)]

All information provided to the Housing Authority regarding domestic violence, dating violence, sexual assault, or stalking, including the fact that an individual is a victim of such violence or stalking, must be retained in confidence and may neither be entered into any shared database nor provided to any related entity, except to the extent that the disclosure (a) is requested or consented to by the individual in writing, (b) is required for use in an eviction proceeding, or (c) is otherwise required by applicable law. If disclosure is required for use in an eviction proceeding or is otherwise required by applicable law, the Housing Authority will inform the victim before disclosure occurs so that safety risks can be identified and addressed.

15.8.6 Prohibition on Retaliation

The Housing Authority and the owner/manager of the unit shall not discriminate against any person because that person has opposed any act or practice made unlawful by VAWA's housing provisions, or because the person testified, assisted, or participated in any related matter. The Housing Authority and the owner/manager shall not coerce, intimidate, threaten, interfere with or retaliate against any person who exercises or assists or encourages a person to exercise any rights or protections under VAWA's housing provisions.

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The hardship committee will review each request and the family will be provided an opportunity to present justification for their request. If approved by the committee, an extension will be granted to the family for such duration as determined by HACSB.

16.2.2.1.5 Total Term of Assistance

The total term of assistance, including any extension(s) granted as the result of a hardship exemption(s), shall not exceed seven (7) years. The family's assistance shall conclude no later than 7 years from the initial lease date.

16.2.2.2 Local Disaster Short-Term Rental Assistance Program

In addition to the above-described reasons, the Housing Authority may terminate the contract if a participant in the Local Disaster Short-Term Rental Assistance program has reached its term of participation.⁵⁶ There is no appeal to the expiration of assistance; however, the family may request an extension of the assistance as a hardship exemption.

16.2.2.2.1 Term of Assistance

The term of assistance shall begin on the initial lease date and shall not exceed two (2) years.

16.2.2.3 Family Unification Program (FUP)

In addition to the above-described reasons, the Housing Authority will terminate the contract if a participant admitted as a FUP-eligible youth has reached its term of participation. After the FUP-eligible youth has exhausted all extensions, Tthere is no appeal to the expiration of assistance.

16.2.2.3.1 Term of Assistance

The term of assistance for FUP-Youth shall begin on the initial lease date. ~~and shall not exceed thirty-six (36) months. The term shall be 36 months. However, the participant may qualify for two 1-year extensions for a maximum of 60 months of assistance. An automatic extension will be provided if the FUP-Youth is an active participant in the Family Self-Sufficiency (FSS) program at the end of the participant's term or subsequent extension.~~

If the participant is on the FSS waiting list and a program slot has not been offered by the participant's 36th month, the participant may request a 1-year extension if the participant is:

1. Engaged in education (at least six credits a semester),
2. Enrolled in a professional certificate program or apprenticeship, and/or
3. Working at least 20 hours per week.

⁵⁶ The FY 2017 Moving to Work Annual Plan included Activity 26: Local Disaster Short-Term Rental Assistance program.

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The participant must be engaged in at least one of the above activities for at least 9 months of the 12-month period preceding the extension. A combination of the above activities is allowed. For example, a participant may have gone to school for 5 months and subsequently worked part-time for 4 months. Also, if the participant has not met the 9-month minimum when the extension request is verified, the participant may document that they will meet the 9-month requirement before the end of the current term of assistance.

Exceptions may be made to minimum course credits or work hours for documented circumstances beyond the control of the participant. For example, a participant may have been unable to enroll in enough classes due to a lack of course offerings. If a participant's work hours are reduced due to no fault of their own, illness or family emergency, an exception may be made. However, the Housing Authority cannot waive the requirement that the activities lasted for at least 9 months of the 12-month period preceding the extension.

When work hours cannot be verified due to self-employment or stipend, the minimum earnings must be minimum wage multiplied by 20 hours per week. Documentation will be required to verify that the participant has met the minimum criteria. If the participant had been offered an FSS slot but turned it down, the extension request will be denied.

A participant may also qualify for an extension for one of the following statutory exceptions if the head of household is:

1. Responsible for the care of dependent child under the age of 6 or for the care of an incapacitated individual. The child or incapacitated person does not need to reside in the household;
2. Actively participating in a drug addiction or alcohol treatment and rehabilitation program; or
3. Incapable of complying with the FSS participation requirement or engaging in education, workforce, or employment activities due to a documented medical condition.

A self-certification will be used to confirm the participant meets one of the statutory exceptions. If the participant turned down an FSS slot but meets a statutory exception, the participant is eligible for an extension.

16.2.2.4 Emergency Housing Voucher (EHV) Program

The EHV program is funded through September 30, 2030. In addition to the above-described reasons, the Housing Authority will terminate the assistance if funding for the EHV program is not extended or HUD does not provide alternative funding to continue rental assistance.

- l. Pay utility bills and provide and maintain any appliances that the owner is not required to provide under the lease
 - m. Must report any changes in family composition and family income in writing within ten (10) days of such change
 - n. Sign and adhere to the Crime Free Lease Addendum
 - o. If applicable, Participant must remain in compliance with supportive service provider (RAD only)
2. The family (including each family member) must not:
 - a. Own or have any interest in the unit (other than in a cooperative, or the owner of a manufactured home leasing a manufactured home space)
 - b. Commit any serious or repeated violation of the lease
 - c. Commit fraud, bribery, Grand Theft Housing, or any other corrupt or criminal act in connection with the program
 - d. Sublease or let the unit or assign the lease or transfer the unit
 - e. Receive housing choice voucher program housing assistance while receiving another housing subsidy, for the same unit or a different unit under any other Federal, State or local housing assistance program
 - f. Make any side payments in excess of the family share
 - g. Damage the unit or premises (other than damage from ordinary wear and tear) or permit any guest to damage the unit or premises
 - h. Receive housing choice voucher program housing assistance while residing in a unit owned by a spouse, parent

16.3.1 Explanation and Terms of Family Obligation Requirements

Further explanation on family obligation violations that may result in a termination of assistance is provided below:

1. Housing Quality Standards (HQS) Breach: The inspector will determine if an HQS breach as identified in 24 CFR §982.404(b) is the responsibility of the family. At the sole discretion of the Housing Authority, families may be given time extensions to correct HQS breaches.
2. Lease Violations: The following criteria will be used to decide if a serious or repeated violation of the lease will cause a termination of assistance [24 CFR §982.310]:
 - a. If the owner terminates tenancy through court action for serious or repeated violation of the lease.

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- b. If the owner notifies the family of intention to terminate tenancy for serious or repeated lease violations, and the Housing Authority determines that the cause is a serious or repeated violation of the lease based on available evidence.
 - c. If there are police reports, neighborhood complaints or other third-party information, and the Housing Authority has verified the information. Lack of receipts or other proof of rent payments by the family may also be considered verifications of lease violations.
3. Family Member Moves Out: Families are required to notify the Housing Authority within ten (10) calendar days if any family member leaves the assisted household [24 CFR §982.551(h)(3)]. When the family notifies the Housing Authority, they must furnish the following information:
 - a. The date the family member moved out;
 - b. The new address, if known, of the family member;
 - c. A statement as to whether the family member is temporarily or permanently absent; and
 - d. Related income or deduction changes resulting from the family member moving.
4. Limitation on Profit-making Activity in Unit [24 CFR §982.551(h)(5)]: If the business activity area results in the inability of the family to use any of the critical living areas, such as bedroom utilized for a business which is not available for sleeping, it will be considered a violation. If the Housing Authority determines that the use of the unit as a business is not incidental to its use as a dwelling unit, it will be considered a violation of family obligations.
5. Interest in Assisted Unit [24 CFR §982.551(j)]: The family must not own or have any interest in the unit unless assistance is being provided under the homeownership program or for a mobile home, and the family owns the mobile home and rents the pad under the HCV program. ~~Additionally, t~~The owner may not reside in the assisted unit, under any circumstances, including as a live-in aide, regardless of whether the owner is a member of the assisted family. However, under shared housing the owner may reside in the unit, but housing assistance cannot be paid on the owner's behalf and the resident owner cannot be related to the assisted family. unless assistance is being provided for a mobile home and the family owns the mobile home and rents the pad under the HCV program.
6. Misrepresentation in Collusion with Owners: If the family willingly and knowingly commits fraud, Grand Theft Housing or is involved in any other illegal scheme with the owner, the Housing Authority will terminate assistance.

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

July 11, 2023

FROM

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

SUBJECT

Deposit to Section 115 Trust Fund for Unfunded Pension Liabilities

RECOMMENDATION(S)

Adopt Resolution No. 179 approving the designation of funds to the Section 115 Trust fund administered by Public Agency Retirement Services for the Housing Authority of the County of San Bernardino's unfunded pension liabilities for an amount not to exceed \$6.0 million.
(Presenter: Maria Razo, Executive Director, 332-6305)

GOALS & OBJECTIVES

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

FINANCIAL IMPACT

Approving this Resolution will designate funds for the Housing Authority of the County of San Bernardino's (HACSB) unfunded pension liabilities with a deposit in an amount not to exceed \$6.0 million. We estimate \$2.5 million of this deposit will be funded from HACSB's Moving to Work (MTW) U.S. Department of Housing and Urban Development (HUD) Held Reserves (HHR) with the remaining \$3.5 million funded from reserves from our Authority Owned Portfolio. This does not commit HACSB to fund the trust, but is an authorization by the board to designate the funds for pension pre-funding. Recommendations for a final funding amount and sources of funding will be presented at a later Board of Commissioners (Board) meeting.

BACKGROUND INFORMATION

Over the last two decades, both losses in pension assets and changes in assumptions have significantly impacted the funded status of the CalPERS pension plans, driving the employer costs to challenging levels, contributing to pension reform and the current pension situation. In 2012, the California legislature passed the Public Employees' Pension Reform Act (PEPRA), championed by former Gov. Jerry Brown. PEPRA took effect January 1, 2013, and places a higher level of restrictions on pension benefits. While this reform is significant, due to a provision in the California constitution often referred to as the "California Rule," the PEPRA limitation only applies to employees hired after January 1, 2013 and are either new to the pension system or had a break in service in excess of 6 months. Therefore, the impact of PEPRA will not provide employers significant relief for decades to come.

In 2015, the Government Accounting Standards Board (GASB) required implementation of Statement No. 68, Accounting and Financial Reporting for Pensions. GASB 68 requires governmental employers that sponsor Defined Benefit plans, such as California Public Employees' Retirement System (CalPERS), to recognize a net pension liability, (also known as an unfunded pension liability) on their balance sheet. The unfunded pension liability is the difference between HACSB's total pension liability (actuarial accrued liability) and actual plan

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assets. HACSB's total unfunded pension liability, as of the most recent CalPERS valuation, is just over \$19 million compared to 2021, which was \$15 million. A Private Letter Ruling issued by the Internal Revenue Service (IRS) established that public agencies and municipalities can create a separate Section 115 Trust to "pre-fund" their CalPERS unfunded pension liability. This provides HACSB with an alternative to sending additional funds directly to CalPERS, an option that has a very modest short-term impact on reducing the annual required contribution due to the additional funds being amortized over a period of 20-30 years. Funds placed in an irrevocable supplemental pension Section 115 Trust would be restricted in use solely for pension obligations.

On March 10, 2020, the Board (Item No. 11) adopted Resolution No. 79 approving the establishment of a Section 115 Trust administered by Public Agency Retirement Services for HACSB's unfunded pension liabilities.

On March 8, 2022, the Board (Item No. 11) adopted Resolution No. 138 approving the initial funding of the Section 115 Trust in the amount of \$6.0 million.

Approval of this item will designate funds for the Housing Authority of the County of San Bernardino's (HACSB)'s unfunded pension liabilities with another deposit in an amount not to exceed \$6.0 million.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 28, 2023.

HOUSING AUTHORITY RESOLUTION NO. 2023-179

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING THE SUPPLEMENTAL FUNDING OF SECTION 115 TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT SERVICES FOR THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO'S UNFUNDED PENSION LIABILITIES

RECITALS

WHEREAS, the Housing Authority of the County of San Bernardino (the "Agency") is currently participating in the Public Agencies Post-Retirement Health Care Plan Trust for the pre-funding of its retiree health benefits and other post-employment benefits other than pension benefits ("OPEB"); and

WHEREAS, the Agency desires to set aside funds for the purpose of pre-funding its CalPERS pension obligation that will be held in trust for the exclusive purpose of making future contributions of the Agency's required pension contributions and any employer contributions in excess of such required contributions at the discretion of the Agency; and

WHEREAS, Public Agency Retirement Services (PARS) has made available the Public Agencies Post-Employment Benefits Trust (the "Program") for the purpose of pre-funding both pension obligations and/or OPEB obligations as specified in the Agency's plans and policies; and

WHEREAS, the Agency is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued thereunder, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

WHEREAS, the Agency can manage the pre-funding of its pension and OPEB obligations in a single trust under this Program, thereby gaining administrative and cost efficiencies; and

WHEREAS, the Agency's adoption and operation of the Program has no effect on any current or former employee's entitlement to post-employment benefits; and

WHEREAS, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

WHEREAS, the Agency's funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

WHEREAS, the Agency reserves the right to make contributions, if any, to the Program; and

WHEREAS, on March 10, 2020, the Agency Board adopted Resolution No. 79 approving the establishment of a Section 115 Trust administered by Public Agency Retirement Services for the Agency's unfunded pension liabilities; and

WHEREAS, on March 8, 2022, the Agency Board adopted Resolution No. 138 approving the initial funding of the Section 115 Trust in the amount of \$6.0 million; and

WHEREAS, the Agency will designate funds for the Agency's unfunded pension liabilities with a supplemental deposit amount not to exceed \$6 million, of which \$2.5 million to be funded from the Agency's Moving to Work U.S. Department of Housing and Urban Development (HUD) Held Reserves (HHR) with the remaining \$3.5 million funded from reserves from the Agency's Authority Owned Portfolio.

OPERATIVE PROVISIONS

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

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

Section 2. The Board of Commissioners hereby approves the funding of a Section 115 Trust administered by Public Agency Retirement Services for HACSB's unfunded pension liabilities in a supplemental deposit amount of \$6 million from the Agency's MTW HHR and Authority Owned Portfolio.

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

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

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

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

I, _____, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, _____, 20__.

Secretary

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

July 11, 2023

FROM

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

SUBJECT

Use of Moving to Work Reserves for the Arrowhead Grove Development

RECOMMENDATION(S)

Adopt Resolution No. 180 approving the Housing Authority of the County of San Bernardino to use \$6 million in Moving to Work (MTW) reserves in the redevelopment efforts at Arrowhead Grove.

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 request is for the use of \$6 million in Moving to Work (MTW) reserves currently held by the U.S Department of Housing and Urban Development (HUD) and will not impact fiscal operations within the agency's Housing Choice Voucher (HCV) program. The reserves are currently authorized for use by HUD through the Housing Authority of the County of San Bernardino's (HACSB) Annual MTW Plan for affordable housing redevelopment and construction of a community center at Arrowhead Grove under the planned use of MTW single fund flexibility.

BACKGROUND INFORMATION

The Housing Authority is currently in the process of a multi-phased redevelopment of its Waterman Gardens Public Housing community, currently referred to as Arrowhead Grove. Three residential phases have been completed and HACSB is in the process of structuring the financial sources for the next two phases, which consist of a 93-unit residential community and a Community Resource Center.

HACSB is pursuing several avenues of funding for the residential and community center phases. Some grant applications such as the Transforming Climate Communities application which is being presented for approval to the Board of Commissioners (Board) at the July Board meeting, require a funding match for any dollars awarded. As such the \$6 million or a portion thereof can be leveraged as matched funds for grant applications. Furthermore, these funds could help cover potential funding gaps in the financing structure of the next residential phase. The request is to use these funds in a general manner to facilitate the construction of the future phases of redevelopment at the Arrowhead Grove site.

PROCUREMENT

Not applicable.

Use of MTW Reserves at Arrowhead Grove
July 11, 2023

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 27, 2023.

HOUSING AUTHORITY RESOLUTION NO. 2023-180

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO APPROVING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO TO USE \$6 MILLION MOVING TO WORK RESERVES IN THE REDEVELOPMENT EFFORTS FOR ARROWHEAD GROVE

RECITALS

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

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

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

WHEREAS, the Housing Authority of the County of San Bernardino is requesting the use \$6 million in Moving to Work reserves in the redevelopment efforts at Arrowhead Grove;

OPERATIVE PROVISIONS

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

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

Section 2. The Board of Commissioners hereby approves the allocation and use of \$6 million in Moving to Work reserves in the redevelopment efforts of Arrowhead Grove.

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

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

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

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

I, _____, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, _____, 20__.

Secretary

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

July 11, 2023

FROM

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

SUBJECT

Amendment No. 1 with CohnReznick, LLP for Financial Audit Services.

RECOMMENDATION(S)

1. Approve Amendment No. 1 to contract No. PC1154, effective August 12, 2023 with CohnReznick, LLP for Financial Audit Services to exercise the first option year and increase the current contract amount by \$101,230 for a total contract amount not to exceed \$393,020 through August 11, 2024.
2. Authorize and direct the Executive Director to execute and deliver any related documents, and upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

STRATEGIC PLAN ALIGNMENT

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

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

Aspirational Statement #5: To create, build and utilize partnerships that provide opportunities and create a meaningful difference in the lives of the families that we serve, maximizing out resources by mobilizing the talents of our community partners.

FINANCIAL IMPACT

This item is not expected to exceed \$101,230 which will be funded through the Housing Authority of the County of San Bernardino's (HACSB) operation's budget. The amount for Fiscal Year 2023 is included in the budget and additional years will be included in subsequent fiscal year budgets.

BACKGROUND INFORMATION

HACSB is required to have a third party independent financial audit conducted for each fiscal year of operations. The audited financial statements are used to provide financial information and report on the soundness of HACSB's accounting practices to the board, executive leadership and various stakeholder entities such as the United States Department of Housing and Urban Development (HUD) and other funding institutions.

Financial audit services shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, issued by the Comptroller General of the United States. The financial statements are to be prepared by the auditor in accordance with Generally Accepted Accounting Principles (GAAP) and HUD's timetable for submission. Approval of this item will provide HACSB with the financial auditing services needed to comply with such requirements.

PROCUREMENT

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

On August 11, 2020, the Board of Commissioners of the Housing Authority of the County of San Bernardino awarded a contract in the amount of \$291,790 for a three-year base through August 11, 2023 with the option for two additional single-year contract extensions through August 11, 2025.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 26, 2023.



**AMENDMENT #1 TO CONTRACT FOR FINANCIAL AUDIT SERVICES
(PC1154)**

BETWEEN

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

And

CohnReznick, LLP

This Amendment No. 1 ("First Amendment"), dated August 12, 2023 ("Effective Date"), to Agreement for Financial Audit Services (PC1154), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and CohnReznick, LLP ("Contractor").

RECITALS

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

WHEREAS, the Authority and Contractor now wish to enter into this first Amendment to the Agreement to exercise the first option year through August 11, 2024 and increase the contract by \$101,230.00 for a total amount not-to-exceed \$393,020.00.

OPERATIVE PROVISIONS

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

Section 1. Article 3 of the Agreement is hereby amended to extend the term for an additional one (1) additional year and expiring on August 11, 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 First Agreement, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this First Amendment.

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

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

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

COHNREZNICK, LLP

By: _____

Name: _____

Title: _____

Date: _____

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

By: _____

Name: Maria Razo

Title: Executive Director

Date: _____

Exhibit A-1

Schedule Dates:

Effective Date: August 12, 2023

Completion Date: August 11, 2024

Total Agreement Cost: Not to exceed \$393,020.00

| | |
|--|---------------------|
| Original Agreement Amount Not to Exceed | \$291,790.00 |
| Net Change Orders Previously Approved | \$0.00 |
| Net Change Order Previously Approved – Amendment #1 | \$101,230.00 |
| Agreement Value as Amended Not to Exceed | \$393,020.00 |

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

July 11, 2023

FROM

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

SUBJECT

Amendment No. 1 to Memorandum of Understanding with County of San Bernardino Department of Behavioral Health for the Mainstream Voucher Program

RECOMMENDATION(S)

1. Approve Amendment No. 1 to Memorandum of Understanding with County of San Bernardino Department of Behavioral Health for the Mainstream Voucher Program, modifying the purpose and extending the term by two additional years, effective September 1, 2023 through August 31, 2025.
 2. Authorize and direct the Executive Director to execute and deliver the contract amendment to County of San Bernardino Department of Behavioral Health and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
- (Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

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

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

Aspirational Statement #5: To create, build and utilize partnerships that provide opportunities and create a meaningful difference in the lives of the families that we serve, maximizing out resources by mobilizing the talents of our community partners.

FINANCIAL IMPACT

The recommended Amendment No. 1 to Memorandum of Understanding (MOU) with County of San Bernardino Department of Behavioral Health (DBH) is non-financial and as such does not have financial impact on the Housing Authority of the County of San Bernardino (HACSB).

BACKGROUND INFORMATION

The Mainstream Voucher Program (Program), administered by HACSB, provides housing subsidies with supportive services to up to 372 individuals and families with a household member who is a non-elderly person with disabilities.

As a condition to apply for Mainstream vouchers, the 2019 Notice of Funding Availability (NOFA) required housing authorities to provide evidence of partnerships with service agencies to help ensure voucher utilization and the provision of voluntary supportive services to Program participants. DBH provided letters of support, and upon receipt of 117 Mainstream vouchers, formalized the partnership with the current MOU. The MOU defines the HACSB's role in providing housing subsidies and DBH's role in providing community-based services to Program participants in order to achieve and maintain an enriched quality of life.

Amendment to the Memorandum of Understanding with County of San Bernardino Department
of Behavioral Health for the Mainstream Voucher Program
July 11, 2023

The current MOU includes the option to extend the MOU in three-year increments. However, the County's policy only permits one two-year extension. The recommended Amendment No. 1 to the MOU will extend the contract term through August 31, 2025. Additionally, the recommended amendment updates the Program size from 117 to 372 vouchers due to incremental awards of vouchers received by HACSB.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 23, 2023.

AMENDMENT NO. 1

MEMORANDUM OF UNDERSTANDING

Between

Housing Authority of the County of San Bernardino

and

County of San Bernardino Department of Behavioral Health

for

Mainstream Voucher Program

September 1, 2023 – August 31, 2025

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING, dated as of September 1, 2023 (this Amendment), is entered into by and between the HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, a public corporation (HACSB) and the COUNTY OF SAN BERNARDINO DEPARTMENT OF BEHAVIORAL HEALTH, a public entity (DBH).

WHEREAS, the HACSB and DBH entered into that certain Memorandum of Understanding, dated September 1, 2020 (the "MOU"); and

WHEREAS, the HACSB and DBH now desire to amend the term of the MOU;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, HACSB and DBH agree as follows:

I. SECTION I **PURPOSE** of the MOU is hereby amended to read as follows:

The Mainstream Voucher Program (Program), administered by the HACSB, provides housing subsidies with supportive services to approximately three hundred seventy-two (372) individuals and families with a household member who is a non-elderly person with disabilities and who is a resident of San Bernardino County. HACSB will work with DBH and other service providers to identify eligible individuals and families and provide needed services. DBH will refer eligible households to be assisted with housing subsidies and assist with the application process when the HACSB waiting list is open. HACSB will administer the housing subsidies and corresponding family obligation requirements. DBH will provide supportive services, such as mental health services and substance abuse treatment, to the Target Population that is a subset of the individuals and families eligible to participate in the Program.

The Program is a federal program funded by the Department of Housing and Urban Development (HUD) and HACSB is the grantee for Mainstream Vouchers. As such it is HACSB's responsibility to determine if the household meets the federal guidelines for Program eligibility.

II. SECTION X **TERM** of the MOU is hereby amended to read as follows:

This MOU is effective as of September 1, 2023 and expires August 31, 2025, but may be terminated earlier in accordance with provisions of Section XI of this MOU.

All other terms, conditions and covenants in the basic agreement remain in full force and effect.

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

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and County of San Bernardino Department of Behavioral Health have entered into this Amendment No. 1 as of the date first set forth above.

COUNTY OF SAN BERNARDINO

HOUSING AUTHORITY OF THE COUNTY
OF SAN BERNARDINO

By: _____
Dawn Rowe
Chair, Board of Supervisors

By: _____
Maria Razo
Executive Director

Date: _____

Date: _____

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

July 11, 2023

FROM

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

SUBJECT

Amendment No. 1 to Memorandum of Understanding with Knowledge and Education for Your Success, Inc. for the Mainstream Voucher Program

RECOMMENDATION(S)

1. Approve Amendment No. 1 to Memorandum of Understanding with Knowledge and Education for Your Success, Inc. for the Mainstream Voucher Program, modifying the purpose and extending the term by three additional years, effective September 1, 2023 through August 31, 2026.
 2. Authorize and direct the Executive Director to execute and deliver the contract amendment to Knowledge and Education for Your Success, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
- (Presenter: Maria Razo, Executive Director, 332-6305)

STRATEGIC PLAN ALIGNMENT

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

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

Aspirational Statement #5: To create, build and utilize partnerships that provide opportunities and create a meaningful difference in the lives of the families that we serve, maximizing out resources by mobilizing the talents of our community partners.

FINANCIAL IMPACT

The recommended Amendment No. 1 to Memorandum of Understanding (MOU) with Knowledge and Education for Your Success, Inc. (KEYS) is non-financial and as such does not have financial impact on the Housing Authority of the County of San Bernardino (HACSB).

BACKGROUND INFORMATION

The Mainstream Voucher Program (Program), administered by HACSB, provides housing subsidies with supportive services to up to 372 individuals and families with a household member who is a non-elderly person with disabilities.

As a condition to apply for Mainstream vouchers, the 2019 Notice of Funding Availability (NOFA) required housing authorities to provide evidence of partnerships with service agencies to help ensure voucher utilization and the provision of voluntary supportive services to Program participants. KEYS provided a letter of support, and upon receipt of 117 Mainstream vouchers, formalized the partnership with the current MOU. The MOU defines the HACSB's role in providing housing subsidies and KEYS's role in providing community-based services to Program participants in order to achieve and maintain an enriched quality of life.

Amendment to the Memorandum of Understanding with Knowledge and Education for Your
Success, Inc. for the Mainstream Voucher Program
July 11, 2023

The current MOU includes the option to extend the MOU in three-year increments. The recommended Amendment No. 1 to the MOU will extend the contract term through August 31, 2026. Additionally, the recommended amendment updates the Program size from 117 to 372 vouchers due to incremental awards of vouchers received by HACSB.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 23, 2023.

AMENDMENT NO. 1

MEMORANDUM OF UNDERSTANDING
Between
Housing Authority of the County of San Bernardino
and
Knowledge and Education for Your Success, Inc.
for
Mainstream Voucher Program

September 1, 2023 – August 31, 2026

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING, dated as of September 1, 2023 (this Amendment), is entered into by and between the HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, a public corporation (HACSB) and the KNOWLEDGE AND EDUCATION FOR YOUR SUCCESS, INC., a California nonprofit corporation (KEYS).

WHEREAS, the HACSB and KEYS entered into that certain Memorandum of Understanding, dated September 1, 2020 (the "MOU"); and

WHEREAS, the HACSB and KEYS now desire to amend the term of the MOU;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, HACSB and KEYS agree as follows:

I. SECTION I **PURPOSE** of the MOU is hereby amended to read as follows:

The Mainstream Voucher Program (Program), administered by the HACSB, provides housing subsidies with supportive services to approximately three hundred seventy-two (372) individuals and families with a household member who is a non-elderly person with disabilities and who is a resident of San Bernardino County. HACSB provides administration for housing assistance services. HACSB will work with KEYS and other service providers to identify eligible individuals and families. KEYS will refer eligible households to be assisted with housing subsidies and assist with the application process when the HACSB waiting list is open. HACSB will administer the housing subsidies and corresponding family obligation requirements, while KEYS will provide supportive services, such as housing navigation, referral and service coordination, and landlord outreach.

The Program is a federal program funded by the Department of Housing and Urban Development and HACSB is the grantee for Mainstream Vouchers. As such it is HACSB's responsibility to determine if the household meets the federal guidelines for Program eligibility.

II. SECTION VIII **TERM** of the MOU is hereby amended to read as follows:

This MOU is effective as of September 1, 2023 and expires August 31, 2026, but may be terminated earlier in accordance with provisions of Section IX of this MOU. This MOU may be extended for three-year periods upon written agreement of both parties, unless terminated earlier under the provisions of Section IX.

III. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

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

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Knowledge and Education for Your Success have entered into this Amendment No. 1 as of the date first set forth above.

KNOWLEDGE & EDUCATION FOR YOUR
SUCCESS, INC.

HOUSING AUTHORITY OF THE COUNTY
OF SAN BERNARDINO

By: _____
Dr. Brian Distelberg
Chairman of the Board

By: _____
Maria Razo
Executive Director

Date: _____

Date: _____

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

July 11, 2023

FROM

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

SUBJECT

Amendment No. 1 to Memorandum of Understanding with Inland Counties Regional Center, Inc. for the Mainstream Voucher Program

RECOMMENDATION(S)

1. Approve Amendment No. 1 to Memorandum of Understanding with Inland Counties Regional Center, Inc. for the Mainstream Voucher Program, modifying the purpose and extending the term by three additional years, effective September 1, 2023 through August 31, 2026.
2. Authorize and direct the Executive Director to execute and deliver the contract amendment to Inland Counties Regional Center, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

STRATEGIC PLAN ALIGNMENT

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

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

Aspirational Statement #5: To create, build and utilize partnerships that provide opportunities and create a meaningful difference in the lives of the families that we serve, maximizing out resources by mobilizing the talents of our community partners.

FINANCIAL IMPACT

The recommended Amendment No. 1 to Memorandum of Understanding (MOU) with Inland Counties Regional Center, Inc. (IRC) is non-financial and as such does not have financial impact on the Housing Authority of the County of San Bernardino (HACSB).

BACKGROUND INFORMATION

The Mainstream Voucher Program (Program), administered by HACSB, provides housing subsidies with supportive services to up to 372 individuals and families with a household member who is a non-elderly person with disabilities.

As a condition to apply for Mainstream vouchers, the 2019 Notice of Funding Availability (NOFA) required housing authorities to provide evidence of partnerships with service agencies to help ensure voucher utilization and the provision of voluntary supportive services to Program participants. The IRC provided a letter of support, and upon receipt of 117 Mainstream vouchers, formalized the partnership with the current MOU. The MOU defines the HACSB's role in providing housing subsidies and IRC's role in providing community-based services to Program participants in order to achieve and maintain an enriched quality of life.

The current MOU includes the option to extend the MOU in three-year increments. The recommended Amendment No. 1 to the MOU will extend the contract term through August 31,

Amendment to the Memorandum of Understanding with Inland Counties Regional Center, Inc.
for the Mainstream Voucher Program
July 11, 2023

2026. Additionally, the recommended amendment updates the Program size from 117 to 372 vouchers due to incremental awards of vouchers received by HACSB.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 23, 2023.

AMENDMENT NO. 1

MEMORANDUM OF UNDERSTANDING
Between
Housing Authority of the County of San Bernardino
and
Inland Counties Regional Center, Inc.
for
Mainstream Voucher Program

September 1, 2023 – August 31, 2026

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING, dated as of September 1, 2023 (this Amendment), is entered into by and between the HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, a public corporation (HACSB) and the INLAND COUNTIES REGIONAL CENTER, INC., a California nonprofit corporation (IRC).

WHEREAS, the HACSB and IRC entered into that certain Memorandum of Understanding, dated September 1, 2020 (the "MOU"); and

WHEREAS, the HACSB and IRC now desire to amend the term of the MOU;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, HACSB and IRC agree as follows:

I. SECTION I **PURPOSE** of the MOU is hereby amended to read as follows:

The Mainstream Voucher Program (Program), administered by the HACSB, provides housing subsidies with supportive services to approximately three hundred seventy-two (372) individuals and families with a household member who is a non-elderly person with disabilities and who is a resident of San Bernardino County. HACSB provides administration for housing assistance services. HACSB will work with IRC and other service providers to identify eligible individuals and families. IRC will refer eligible households to be assisted with housing subsidies when the HACSB waiting list is open. HACSB will administer the housing subsidies and corresponding family obligation requirements, while IRC will provide service coordination and referral for Mainstream voucher participants who are eligible for IRC services.

The Program is a federal program funded by the Department of Housing and Urban Development and HACSB is the grantee for Mainstream Vouchers. As such it is HACSB's responsibility to determine if the household meets the federal guidelines for Program eligibility.

II. SECTION VIII **TERM** of the MOU is hereby amended to read as follows:

This MOU is effective as of September 1, 2023 and expires August 31, 2026, but may be terminated earlier in accordance with provisions of Section IX of this MOU. This MOU may be extended for three-year periods upon written agreement of both parties, unless terminated earlier under the provisions of Section IX.

III. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

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

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Inland Counties Regional Center, Inc. have entered into this Amendment No. 1 as of the date first set forth above.

INLAND COUNTIES REGIONAL CENTER,
INC.

HOUSING AUTHORITY OF THE COUNTY
OF SAN BERNARDINO

By: _____
Vince Toms
Community Services Director

By: _____
Maria Razo
Executive Director

Date: _____

Date: _____

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

July 11, 2023

FROM

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

SUBJECT

Amendment No. 1 to Memorandum of Understanding with Inland Empire Health Plan for the Mainstream Voucher Program

RECOMMENDATION(S)

1. Approve Amendment No. 1 to Memorandum of Understanding with Inland Empire Health Plan for the Mainstream Voucher Program, modifying the purpose and extending the term by three additional years, effective September 1, 2023 through August 31, 2026.
2. Authorize and direct the Executive Director to execute and deliver the contract amendment to Inland Empire Health Plan and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

STRATEGIC PLAN ALIGNMENT

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

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

Aspirational Statement #5: To create, build and utilize partnerships that provide opportunities and create a meaningful difference in the lives of the families that we serve, maximizing out resources by mobilizing the talents of our community partners.

FINANCIAL IMPACT

The recommended Amendment No. 1 to Memorandum of Understanding (MOU) with Inland Empire Health Plan (IEHP) is non-financial and as such does not have financial impact on the Housing Authority of the County of San Bernardino (HACSB).

BACKGROUND INFORMATION

The Mainstream Voucher Program (Program), administered by HACSB, provides housing subsidies with supportive services to up to 372 individuals and families with a household member who is a non-elderly person with disabilities.

As a condition to apply for Mainstream vouchers, the 2019 Notice of Funding Availability (NOFA) required housing authorities to provide evidence of partnerships with service agencies to help ensure voucher utilization and the provision of voluntary supportive services to Program participants. IEHP provided a letter of support, and upon receipt of 117 Mainstream vouchers, formalized the partnership with the current MOU. The MOU defines the HACSB's role in providing housing subsidies and IEHP's role in providing community-based services to Program participants in order to achieve and maintain an enriched quality of life.

Amendment to the Memorandum of Understanding with Inland Empire Health Plan for the
Mainstream Voucher Program
July 11, 2023

The current MOU includes the option to extend the MOU in three-year increments. The recommended Amendment No. 1 to the MOU will extend the contract term through August 31, 2026. Additionally, the recommended amendment updates the Program size from 117 to 372 vouchers due to incremental awards of vouchers received by HACSB.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 23, 2023.

AMENDMENT NO. 1

MEMORANDUM OF UNDERSTANDING
Between
Housing Authority of the County of San Bernardino
and
Inland Empire Health Plan
for
Mainstream Voucher Program

September 1, 2023 – August 31, 2026

THIS AMENDMENT NO. 1 TO MEMORANDUM OF UNDERSTANDING, dated as of September 1, 2023 (this Amendment), is entered into by and between the HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO, a public corporation (HACSB) and the INLAND EMPIRE HEALTH PLAN, a local public entity of the State of California (IEHP).

WHEREAS, the HACSB and IEHP entered into that certain Memorandum of Understanding, dated September 1, 2020 (the "MOU"); and

WHEREAS, the HACSB and IEHP now desire to amend the term of the MOU;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, HACSB and IEHP agree as follows:

I. SECTION I **PURPOSE** of the MOU is hereby amended to read as follows:

The Mainstream Voucher Program (Program), administered by the HACSB, provides housing subsidies with supportive services to approximately three hundred seventy-two (372) individuals and families with a household member who is a non-elderly person with disabilities and who is a resident of San Bernardino County. HACSB provides administration for housing assistance services. HACSB will work with IEHP and other service providers to identify eligible individuals and families. IEHP will refer eligible households to be assisted with housing subsidies when the HACSB waiting list is open. HACSB will administer the housing subsidies and corresponding family obligation requirements, while IEHP will provide health and wellness services to individuals and families enrolled in IEHP.

The Program is a federal program funded by the Department of Housing and Urban Development and HACSB is the grantee for Mainstream Vouchers. As such it is HACSB's responsibility to determine if the household meets the federal guidelines for Program eligibility.

II. SECTION VIII **TERM** of the MOU is hereby amended to read as follows:

This MOU is effective as of September 1, 2023 and expires August 31, 2026, but may be terminated earlier in accordance with provisions of Section IX of this MOU. This MOU may be extended for three-year periods upon written agreement of both parties, unless terminated earlier under the provisions of Section IX.

III. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

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

IN WITNESS WHEREOF, the Housing Authority of the County of San Bernardino and Inland Empire Health Plan have entered into this Amendment No. 1 as of the date first set forth above.

INLAND EMPIRE HEALTH PLAN

HOUSING AUTHORITY OF THE COUNTY
OF SAN BERNARDINO

By: _____
Name
CEO

By: _____
Maria Razo
Executive Director

Date: _____

Date: _____

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

July 11, 2023

FROM

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

SUBJECT

Transformative Climate Communities Grant Funding Opportunity

RECOMMENDATION(S)

1. Adopt Resolution No. 178 approving the Housing Authority of the County of San Bernardino to apply for the Transformative Climate Communities funding opportunity.
2. Authorize and direct the Executive Director to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, including the Partnership Agreement for Collaborative Stakeholder Structure with designated funding partners, and payment requests that may be necessary for competition of the aforementioned strategies and projects 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

There is no cost to apply for the Transformative Climate Communities (TCC) grant other than the staff time required. The grant can potentially provide up to \$5 million in funding. These funds will be used to offset the soft costs associated with planning the overall site plan for the Arrowhead Grove development. If awarded, they will also align the project to be eligible to apply for an additional \$29.5 million grant from the same source next year. The accompanying memorandum of understanding associated with this application details the nature of the financial partnerships that will be sought to ensure these projects are successfully funded in time for the second application submittal next year.

BACKGROUND INFORMATION

HACSB is currently in the process of a multi-phased redevelopment of its Waterman Gardens Public Housing community, currently referred to as Arrowhead Grove. Three phases have been completed and HACSB is in the process of structuring the financial sources for the next two phases, which consist of a 93-unit residential community and a Community Resource Center.

One of the funding sources HACSB is pursuing is the TCC grant funding opportunity announced by the California Strategic Growth Council and Department of Conservation, which focuses on the reduction of greenhouse gas emissions and community involvement in the planning process. HACSB has engaged with various community partners such as Dignity Health, City of San Bernardino and the Making Hope Happen Foundation in the planning process and is meeting with these groups routinely. Our development team has also vetted the feasibility of applying the grant

requirements to the next two phases of development at the site. The grant application is due by August 1, 2023.

The grant funding would help cover any potential funding gaps for the development and provide a needed source of funds for the capital requirements of the Community Resource Center phase. Furthermore, the TCC grant is in line with HACSB's Strategic Plan of pursuing environmentally friendly initiatives for its portfolio of housing communities.

As mentioned in the Financial Impact section, there is a 50% match requirement for grant funds awarded. HACSB has identified various sources of funding it is currently in the process of acquiring that can qualify as match funds. These include a City of San Bernardino HOME loan and a federal grant championed by Representative Pete Aguilar's office.

Staff is recommending the Board of Commissioners to approve the application for this funding opportunity to help facilitate the development process of the next phases of the Arrowhead Grove community.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 26, 2023.

HOUSING AUTHORITY RESOLUTION NO. 2023-178

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AUTHORIZING THE APPLICATION FOR GRANT FUNDING UNDER THE TRANSFORMATIVE CLIMATE COMMUNITIES PROGRAM AS ADMINISTERED BY THE STRATEGIC GROWTH COUNCIL

WHEREAS in 2022 the Legislature and the Governor of the State of California provided funds for the Transformative Climate Communities Program, established by Assembly Bill 2722 (2016); and

WHEREAS the Strategic Growth Council is responsible for the administration of this grant program, including developing guidelines and selection criteria; and

WHEREAS the Strategic Growth Council released the notice of funding availability on March 8, 2023, with a due date of August 1, 2023; and

WHEREAS procedures established by the Strategic Growth Council require a resolution certifying the approval of application(s) by the Applicant's governing board before submission to the State; and

WHEREAS the **Housing Authority of the County of San Bernardino** is authorized to apply for and accept a Transformative Climate Communities grant if awarded, and authority to execute all related documents.

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:

RESOLVED that the **Housing Authority of the County of San Bernardino** approves the filing of an application for a Transformative Climate Communities grant for funding year 2023, to be submitted no later than August 1, 2023.

FURTHER RESOLVED that the **Housing Authority of the County of San Bernardino** certifies that the Housing Authority of the County of San Bernardino, as Lead Applicant, in partnership with its Co-Applicants, will have sufficient resources to execute the strategies and projects that are outlined in the grant application.

FURTHER RESOLVED that the **Housing Authority of the County of San Bernardino** appoints the **Executive Director**, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, including the Partnership Agreement for Collaborative Stakeholder Structure with designated funding partners, and payment requests that may be necessary for competition of the aforementioned strategies and projects.

FURTHER RESOLVED that the Board Secretary shall certify the adoption of this Resolution, which shall take effect immediately upon 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

DRAFT PARTNERSHIP AGREEMENT FOR THE COLLABORATIVE STAKEHOLDER
STRUCTURE FOR

ARROWHEAD GROVE INCLUSIVE REDEVELOPMENT PROJECT

This Partnership Agreement for the Collaborative Stakeholder Structure for the Arrowhead Grove Inclusive Redevelopment Project ("Agreement") is made and entered into this ____ day of July, 2023 ("Effective Date"), by and between the Housing Authority of the County of San Bernardino ("HACSB") and, Dignity Health/Common Spirit, City of San Bernardino, Omnitrans, Loma Linda University, Making Hope Happen Foundation, Neighborhood Housing Services of the Inland Empire, and El Sol Neighborhood Educational Center (each a "Partner" and collectively the "Partners"). Together, the HACSB and Partners shall be referred to herein as Parties". Although titled "Partnership Agreement," this Agreement functions as a Memorandum of Understanding and is not intended to be legally binding.

General Terms and Conditions

1. Background and Recitals

A. This Partnership Agreement is entered into pursuant to requirements of the Transformative Climate Communities (TCC) Program and the Arrowhead Grove Inclusive Redevelopment Project ("Proposal") and memorializes basic terms to govern the planning and implementation of the scope of work included in the Proposal.

B. Through this Agreement, HACSB and the Partners commit to work together to implement the projects identified in the Proposal if funded by the TCC grant. The HACSB, as Lead Applicant and Partners as Co-Applicants have developed the projects included in the Proposal with the understanding of the TCC program requirements and are prepared to lead and participate for the term of the TCC grant.

C. Through TCC, the California Strategic Growth Council (SGC) funds the development and implementation of neighborhood-level proposals with multiple, integrated projects and empowers communities to choose their own strategies for reducing greenhouse gas emissions and achieving community benefits.

D. If awarded, HACSB will be the Grantee responsible for the grant from SGC ("TCC Grant") to fund a range of capacity building activities within the city of San Bernardino in the County of San Bernardino as depicted in the attachment. (**Exhibit A, Project Area**).

E. TCC Partners are organizations eligible to participate in the program and fully support the objectives, goals, strategies, and projects identified within the submitted and ultimately approved by SGC ("TCC Grant Application"), and the HACSB and Partners agreed to be Co-Applicants for the TCC Grant Application.

F. SGC requires this Agreement to set forth the agreed upon governance structure and terms of operation required to implement the Arrowhead Grove Inclusive Redevelopment Project including but not limited to, the expectations and responsibilities of the Parties, legal and financial terms, and community engagement and decision-making processes.

G. Parties desire to enter into this Agreement in order to establish a collaborative stakeholder structure for matters pertaining to the TCC Grant and the implementation of the scope of work within the forenamed Project Area within the County of San Bernardino.

H. Parties acknowledge and agree that other Partners may be added to this Agreement, decided through a democratic process amongst the Collaborative and in consultation with SGC.

I. This Agreement is entered into pursuant to requirements of the TCC Program and the Arrowhead Grove Inclusive Redevelopment Project ("TCC Proposal") and memorializes basic terms to govern the planning and implementation of the scope of work included in the TCC Proposal.

2. Roles and Responsibilities

2.1 Lead Applicant

As the Lead Applicant, HACSB commits to all duties and responsibilities corresponding to the Lead Applicant role under the Arrowhead Grove Inclusive Redevelopment Project for the term of the TCC Grant. The HACSB is fully committed to the activities and deliverables of the TCC Proposal, the requirements of the TCC Grant, and the stipulations of this Agreement, and agrees to take all actions necessary to effectuate the requirements of the TCC Grant in accordance with the State of California requirements.

As Lead Applicant, the HACSB responsibilities include but are not limited to:

- a. Commitment to Co-Applicants
 - a. Commitment to plan and establish an implementation schedule
 - b. Commitment to work collaboratively
 - c. Leverage of available funds
- b. Roles and Responsibilities
 - a. Coordinating all components of the TCC Proposal and processing the approval of the TCC Proposal through the California Strategic Growth Council as may be necessary or appropriate;
 - b. Overseeing and coordinating the TCC Proposal project;
 - c. Preparing and disbursing the TCC Grant funds to Co-Applicants either as reimbursement or advanced funds for eligible administration and services upon submission of full and complete disbursement requests or supporting documentation for advanced funds, subject to State review and approval;
 - d. Submitting all invoices and associated summary reports, and annual reports to the TCC Program staff
 - e. Participating in regular check-in meetings with TCC Program staff
 - f. Providing HACSB staff support during the entirety of the grant term; and
 - g. Achieving and monitoring goals and associated indicators as defined by the TCC Proposal and the TCC Grant Guidelines.
- c. Governance
- d. Build Equitable Policies
- e. Additional Lead Applicant Roles and Responsibilities

In addition to serving as the Lead Applicant, the HACSB has and will continue to provide funding and administrative support associated with the redevelopment, financing, and construction of six single family home ownership units, a 93 unit mixed use, mixed income sustainable and walkable residential unit development, a 125 unit mixed use development, as well as two new Community Resource Center facilities, in which workforce development, health care, and other critical community services will be provided. These ongoing efforts include, but are not limited to, architectural, environmental, engineering, financing and construction related work as well as serving as the Project Manager responsible for managing various contractors, subcontractors, facilitating onsite and offsite improvements, and other related project management related activities needed to support the construction of all aforementioned projects, all of which are consistent with the Waterman + Baseline Specific Plan that was adopted by the San Bernardino City Council December 19, 2016.

2.2 Co-Applicants

Co-Applicants are responsible for implementing specific strategies stipulated within the Collaborative's work plan, and will have the staff capacity, expertise, and organizational/project management abilities to deliver on their commitments within the overall work plan.

The following entities will serve as Partners on Arrowhead Grove Inclusive Redevelopment Project for the term of the TCC Grant.

a. Dignity Health/Common Spirit

Private health care provider who will work with other community partners to identify and develop specific health related services and programs and assist in provisions of housing, transportation alternatives aimed at reducing air pollution while improving overall community health. Dignity Health is a planned tenant for the Community Resource Center and is also providing financing for the housing developments that will occur as a part of the work plan.

b. City of San Bernardino

The City plays a vital role in developing the changes to the built environment as contained in the Waterman + Baseline Specific Plan. The City will work with other stakeholders to identify alternative funding sources needed to complete the street improvement projects as designed as a part of our Strategy 3.1 workplan in partnership with them. As a participant in this collaborative, the will also work to develop infill incentives, new community based programs related to public safety, code enforcement, and other recommendations that may be identified through the Collaborative Stakeholder and/or community outreach process.

c. OmniTrans

Local Public Transportation provider responsible for providing fixed route, paratransit, and other alternative transportation services. OmniTrans has been working with our collaborative group to identify improvements to existing fixed route services associated with our target location as a part of our Strategy 3.2 workplan. In addition to this, their team is committed to performing ongoing evaluations and developing "first mile/last mile" alternatives to assist in the development and installation of various infrastructure related improvements along Waterman and Baseline needed to improve pedestrian and bicyclist

safety and encourage members of the community to participate in active forms of transportation.

d. **San Bernardino County Transportation Authority (SBCTA)**

SBCTA will support transportation planning in association with the TCC project and will support efforts to identify leverage funding for transportation and transit-related elements of the proposal.

e. **Loma Linda University Health (LLUH)**

Loma Linda University Health will conduct ongoing research associated with the impacts of our projects as it relates to the improved quality of life for the surrounding community. They will play a key role in our transformative elements strategy as it relates to data tracking and reporting of ongoing success as it relates to the planned efforts associated with our workplan. Their research work will be an ongoing coordination effort with partners in various shared priority areas such as workforce training as it relates to job placement associated with projects generated via this funding, measurable quality of life impacts as is associated with our various sustainability related projects, the impact that our urban greening strategy has on addressing food deserts and food insecurity, as well as tracking the outcomes of the coordinated efforts between partner hospitals and non-profit healthcare providers to partner with and employ community health workers to support high utilizers of the health care services.

f. **Making Hope Happen Foundation**

Making Hope Happen Foundation has been an active member of various economic development and community planning efforts associated with both the target site as well as the city of San Bernardino through its numerous programs and collective impact network called Uplift San Bernardino. Their team served as the lead applicant for a successful grant from the California Accountable Communities for Health Initiative which funds the creation of a cross sector, multidisciplinary collaborative stakeholder group which is comprised of many of the co-applicants listed in this grant application. Their team will utilize this stakeholder group and the ongoing meetings associated with it to oversee the Community Engagement and Outreach segment of this Project. This stakeholder group also includes current residents and organizations in the neighborhood which are engaged on a monthly basis to advise the team on their wishes as it relates to the ongoing development plans for our target site. In monthly design charrettes associated with the ongoing development of the target site to date, residents stated that they were interested in new housing, recreational, health services, increasing access to healthy food choices, additional green space, and other initiatives that are needed to address the variety of socioeconomic challenges that continue to plague their community. In partnership with Uplift San Bernardino Data & Research Team will commission a post pandemic residential and commercial market analysis and make recommendations regarding updates/revisions to the Waterman + Baseline Specific Plan.

g. **El Sol Neighborhood Educational Center**

El Sol Neighborhood Educational Center (El Sol) is a community health non-profit that has served vulnerable communities in the Inland Empire, California since 1991, with an

emphasis on mono-lingual Spanish speakers, immigrants, and residents with limited-english proficiency. El Sol will be responsible for deploying highly trained lay workers as community health workers (CHWs) or “promotores de salud”. El Sol Neighborhood Education Center will collaborate with other Dignity Health and other local health care providers to develop and expand services ranging from improved prenatal care, reduction in child abuse prevention, enhanced social support, strengthening referral systems, improving self-esteem, and psychological functioning.

h. **Neighborhood Housing Services of the Inland Empire (NHSIE)**

NHSIE is dedicated to creating homeownership opportunities, bridging the housing affordability gap, and building sustainable communities of choice – one person, one home, and one neighborhood at a time. NHSIE will partner with HACSB, the City and other community stakeholders in developing the Arrowhead housing project as well as assist community members in addressing issues that serve as barriers to home ownership as well as other incentives, policies, or programs that can be used to fund home improvements as well as the burdening cost of housing.

i. **San Bernardino City Unified School District (SBCUSD)**

ADD ROLE DESCRIPTION HERE.

j. **San Bernardino Community College District (SBCCD)**

ADD ROLE DESCRIPTION HERE.

2.3 Proposal Overview

The proposed project area (District Three/Midtown Core) is consistent with the goals and strategies contained in the Waterman + Baseline Specific Plan (the Plan), that establishes a land use and development framework, identifies transportation and infrastructure improvements, and serves as a marketing tool for attracting developers to key sites and for boosting economic development in Central San Bernardino. The Plan reflects the hopes and dreams of residents, neighbors, local businesses, and Leadership Committee partners who participated in numerous public events, interviews and planning sessions that provided a pathway for continued investment in the neighborhoods centered around the intersection of Waterman Avenue and Baseline Street.

The proposed projects would collectively advance the inclusive redevelopment of Arrowhead Grove and integrate mixed use mixed income housing with managed care, workforce development and other vital services and resources via a planned Community Resource Center. Other aspects of the project would include future mixed-use development, locating jobs and housing within proximity and improving the built environment in order to encourage walking or cycling. The proposed project also envisions new partnerships with the school district to redevelop the E. Neal Roberts campus and create an educational village with joint-use recreational facilities for students and residents, employ place-making strategies and encourage community identification projects, identify opportunities to activate parking lots through pop-up shops, farm stands, etc., and to create a public gathering and/or additional green space for community and cultural events and gatherings.

TCC COLLABORATIVE STAKEHOLDER STRUCTURE

2.3.1 General

a. **Structure.** The Collaborative Stakeholder Structure (CSS) will facilitate Stakeholder participation in the implementation of the TCC Proposal and includes the Lead Applicant, Partners, Outreach & Oversight Committee, and local community stakeholders. The roles and responsibilities of each of these parties are outlined previously in Section 2.2, Co-Applicants and further detailed in **Exhibit B**.

b. **Lead Applicant.** HACSB, as the Lead Applicant, is tasked with the responsibility of implementing the Grant Agreement with the Strategic Growth Council which includes compiling and submitting all invoices and reporting documents; monitoring transformative requirements, implementing the transformative plans which include community engagement, workforce development and displacement avoidance; serving as the primary fiscal agent; ensuring a fair, transparent, accountable, and participatory implementation process; and ensuring continuation of the public participation process structure of the CSS, including public meetings, public website, channels for receiving public comment via email, phone and in person.

c. **Partners.** Partners shall be responsible for implementation of the transformative requirements and Project delivery, as well as evaluation and reporting for individual Projects.

I. Ensure delivery of Projects in accordance with Program Guidelines and Grant Agreement.

II. Monitoring Transformative Requirements and indicator tracking and reporting.

III. Providing Project-related information and data to the Third-Party Evaluator to identify additional indicators for tracking and monitoring based on selected Project types.

d. **Outreach and Oversight Committee.** The Outreach and Oversight Committee is an advisory committee that shall be a resource for community collaboration and feedback, provide overall guidance on implementation and the transformative plans, and material changes to the Projects including major budget or programmatic changes.

I. The Outreach and Oversight Committee is made up of 16 Committee Members (Members) represented by eight members from the Mid Town District, two members from Uptown Business District, two from the Eastside Residential District, two from the Westside Residential District, and two from the Employment District.

II. Current and replenishment Members are required to live, work, or own property in the Project Area as depicted in **Exhibit A**; cannot be a Partner; and must have actively participated in the creation of the Waterman + Baseline Specific Plan. Members will be required to disclose any financial interests in Projects or Partner agencies through a conflict of interest disclosure substantially similar to the form set forth in **Exhibit C**. Member vacancies will be filled through nominations submitted to the Outreach & Oversight Committee via a publicly advertised process including but not limited to posting on the dedicated publicly accessible website, flyers at community events and through communications efforts by the Outreach & Oversight Committee Members. Nominations will be reviewed for community leadership with preference given to community area residents, community-based groups, religious institutions, advocates, business owners, and community development corporations. Nominations will be voted on by existing Members based on a majority vote.

- III. Members will serve a two-year term but are eligible for reelection in accordance with the nomination and appointment process.

2.3.2 COMMUNITY OUTREACH. HACSB will delegate responsibility for leading community outreach activities to the Making Hope Happen Foundation, which shall be responsible for organizing all committee meetings in coordination with the Outreach & Oversight Committee Members and Partners and according to the Community Engagement Plan of the Arrowhead Grove Inclusive Redevelopment project.

Communications

- a. The Making Hope Happen Foundation shall maintain a publicly accessible website with regular updates and information about both the overall grant program and all individual projects. The website shall include a section which provides the public with the opportunity to submit feedback or request information through an online contact form. All requests received by the Making Hope Happen Foundation via the website online contact form will be responded to within 48 hours.
- b. The Making Hope Happen Foundation shall maintain a dedicated phone number and email address. All requests received via the phone number and email address will be responded to within 48 hours.
- c. The Making Hope Happen Foundation will establish a list of media outlets and contacts, and public places in consultation with the Outreach & Oversight Committee for distribution of materials and information for the public.

Meetings

- a. Outreach & Oversight Committee Meetings: The Outreach & Oversight Committee shall set its meeting schedule to include open sessions on a quarterly basis that will be open to the public, held in ADA accessible locations in the project area and at times which are convenient to the public. Members of the Outreach & Oversight Committee and Partners will facilitate and are required to attend all quarterly meetings. The Quarterly meetings are a forum for community members and Stakeholders to receive verbal and written progress reports on implementation, project updates, and discuss questions, concerns, suggestions, and comments about the TCC program.
- b. Input from community members received in writing at the Quarterly meeting will be evaluated through the Outreach & Oversight Committee and reported back via the monthly newsletter and publicly accessible website.
- c. The Making Hope Happen Foundation shall post agendas and meeting information on its publicly accessible website at least seventy-two hours before the convening of any public meeting and provide paper copies for attendees.
- d. Meeting minutes for quarterly meetings shall be made accessible for public review within 10 business days of meeting date.
 - i. Videos of each quarterly meeting shall be recorded and posted on the publicly accessible website within 10 business days of meeting date.

- ii. Sign-in sheets will be created for all quarterly meetings and made accessible for public review within 10 business days of meeting date.
- iii. Services of an interpreter and additional accommodations such as assistive listening devices can be made available for public meetings. Requests for accommodations should be made more than five working days but no later than 48 hours prior to the scheduled meeting/event by contacting the Lead Applicant.

2.3.3 DECISION-MAKING PROCESS AND PROCESS FOR INVOLVING COMMUNITY REPRESENTATIVES IN DECISION MAKING

The Outreach & Oversight Committee shall collaborate and facilitate community input, including specified community groups during the administration of the Grant Program. The community shall have a permanent and ongoing opportunity to provide feedback to the Outreach & Oversight Committee. The Outreach & Oversight Committee will provide overall guidance on implementation and the transformative plans but specifically on material changes to the Projects including material budget or programmatic changes. The Lead Applicant and all impacted Partners must consider in good faith the recommendations from the Outreach & Oversight Committee. It is the goal, but not a requirement, of the process to have many recommendations or advisory statements to be supported by the majority of the Outreach & Oversight Committee members.

2.3.4 ADHERENCE TO REQUIREMENTS

Changes, additions, alterations and all other material changes to the Collaborative Stakeholder Structure, Waterman + Baseline Project, and TCC Funding activities will be processed in accordance with the terms of the TCC Program Guidelines and Master Grant Agreement.

2.3.5 DISPUTE RESOLUTION

Disputes which arise out of the implementation of the projects will be facilitated by the Lead Applicant in consultation with the Outreach & Oversight Committee. Any material changes resulting from the disputes will be processed in accordance with TCC Program Guidelines and Master Grant Agreement.

2.3.6 NONDISCRIMINATION

To the extent required by controlling federal, state and local law, the Lead Applicant, Partners, and Outreach & Oversight Committee (Parties) shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, the Consultant agrees as follows:

- a. The Parties will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled

veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

- b. The Parties will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. The Parties shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to the Parties' employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Parties agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

3. Legal and Financial Considerations

The HACSB will maintain legal, fiscal and fiduciary responsibilities, including managing grant funds in accordance with SGC regulations, policies and guidelines. The HACSB is responsible for the development and submission of all reports to TCC Program staff and additional funding agencies, bookkeeping, accounting, and grant compliance services.

3.1 *Legal Relationship.*

3.1.1 **TERM; TIME OF COMPLETION**

The Parties shall commence work under this Agreement upon the Effective Date or such later time this Agreement is executed by all Parties, and this Agreement shall continue in full force and effect until completion of the services hereunder, which shall be no later than _____, 202__, unless for any reason funds appropriated for the provision of these services are no longer available, or until such time as terminated per the terms of this Agreement.

3.1.2 **NO CONFLICTS**

The Parties acknowledge that the other Parties to this Agreement have other business and personal interests, separate and apart from the services contemplated by this Agreement, and nothing in this Agreement is intended to preclude any Party from devoting time and attention to such business and personal interests. Each Party further acknowledges that the other Parties to this Agreement have the right to accept other engagements as long as said engagements do not represent a conflict of interest with respect to the services or the obligations of each Party to the other Parties pursuant to this Agreement. In connection with each Party's performance of the services hereunder, each Party represents that there exists no actual, potential or appearance of conflict arising out of that Party's business and financial interests.

3.1.3 LIMIT OF ENGAGEMENT

This Agreement does not and shall not be construed to create any partnership or agency whatsoever. No Party shall be deemed to be a partner, joint venture, agent or legal representative of any other Party to this Agreement for any purpose, nor shall any Party have any authority or power to act for, or to undertake any obligation or responsibility on behalf of, any other Party or corporations affiliated with such other Parties, other than as expressly herein provided. The Parties enter into this Agreement on an independent contractor basis and no Party shall be deemed to be an employee of any other Party. Any additional personnel performing services under this Agreement on behalf of a Party shall not be employees of any other Party to this Agreement and shall at all times be under that Party's exclusive direction and control.

3.1.4 RIGHTS AND REMEDIES FOR DEFAULT.

In the event any work product delivered or services provided by any Party in the performance of the services under this Agreement should fail to conform to the requirements herein ("default"), HACSB may reject the same, and it shall become the duty of such Party providing the service to correct the performance of services, without expense to HACSB, and immediately replace all such rejected work product with others conforming to the Agreement. In such event, HACSB may terminate this Agreement against any Party in default if, following twenty (20) day prior written notice to cure such non-conformance, the Party receiving such notice fails to fully and adequately correct such non-conformance. Following such cure period, the defaulting party shall be in breach of this Agreement.

a. In the event of the termination of the Agreement, either in whole or in part, by reason of default or breach by a Party, any loss or damage sustained by HACSB in procuring any work product or services which such Party agreed to provide shall be borne and paid for by such Party.

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

3.1.5 TERMINATION

In addition to the rights of HACSB to terminate this Agreement pursuant to Section 3.1.4 above, HACSB may terminate this Agreement as to any Party if such Party should file a bankruptcy petition and/or be adjudged a bankrupt, or if such Party should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency. HACSB may serve written notice upon such Party of its intention to terminate the Agreement. The notice shall contain the reasons for such intention to terminate the Agreement and, unless within ten (10) days after serving such notice such violation shall cease and satisfactory arrangements for correction thereof be made, upon the expiration of the ten (10) days the Agreement shall cease and terminate. In the event of any such termination, HACSB shall serve written notice of termination upon such Party.

3.1.6 MUTUAL INDEMNITY

No Party, including its officers, employees, contractors or agents (collectively, "Indemnitees"), shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of any other Party to this Agreement under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of such other Party. It is also understood and agreed that each Party shall fully indemnify,

defend and hold the Indemnitees harmless from any liability imposed for injury or damages occurring by reason of any acts or omissions on the part of such Party under or in connection with any work, authority or jurisdiction delegated to or determined to be the responsibility of that Party under this Agreement.

3.1.7 NO WAIVER

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

3.1.8 MODIFICATION

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

3.2 Financial Relationship

3.2.1 BOOKS OF ACCOUNT AND RECORD

Each Party shall maintain full and complete books and records with all receipts and expenditures resulting from the services under this Agreement. Such books of account and records shall be the property of HACSB and shall at all times during regular business hours be open to the inspection by HACSB or any of its duly authorized agents at each Party's office. Each Party shall furnish to HACSB monthly: an operating report, cash flow report, and general ledger and disbursement register on a cash basis related to the grant compliance services; such statements to be furnished on or before the 15th day of each calendar month for the preceding calendar month.

3.2.2 [Explain the process and detail regarding any financial relationships between the Grantee and Partners, such as reimbursement terms and process.]

The HACSB and each Co-Applicant shall have equal standing and collective accountability for implementing grant program requirements within the Collaborative Stakeholder Structure. The HACSB does not assume liability for any third-party claims for damages arising out of this Agreement and each Co-Applicant does not assume liability to SGC for damages arising out of this Agreement.

4. Equal Opportunity

The HACSB and Co-Applicants are committed to equal employment opportunity and to ensuring that all employees have a work environment that is free of conduct that could be considered discriminatory or harassing based on an employee's protected status. The HACSB and Co-Applicants will not allow anyone, including any supervisor, co-worker, vendor, client, or customer, to unlawfully harass or discriminate against employees or applicants for employment. The HACSB will take prompt and effective remedial action upon discovery of such conduct.

5. Miscellaneous Provisions

This Agreement may be revised during Post-Award Consultation or upon written agreement of the parties to comply with all administrative, statutory, and TCC Program requirements. This Agreement creates no right, benefit, or trust responsibility, substantive or procedural,

enforceable at law or equity. The parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes of this Agreement.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement on _____, 2023.

Lead Applicant

Housing Authority of the County of San Bernardino, name of authorized signatory and their role in the organization.]

Co-Applicant 1

City of San Bernardino, name of authorized signatory and their role in the co-applicant's organization.]

Co-Applicant 2

OmniTrans, name of authorized signatory and their role in the co-applicant's organization.]

Co-Applicant 3

Loma Linda University Health, name of authorized signatory and their role in the co-applicant's organization.]

Co-Applicant 4

Dignity Health, name of authorized signatory and their role in the co-applicant's organization.]

Co-Applicant 5

Making Hope Happen Foundation, name of authorized signatory and their role in the co-applicant's organization.]

Co-Applicant 6

Neighborhood Housing Services of the Inland Empire, name of authorized signatory and their role in the co-applicant's organization.]

Co-Applicant 7

El Sol Neighborhood Educational Center, name of authorized signatory and their role in the co-applicant's organization.]

Attachments:

Exhibit A: PROJECT AREA

Exhibit B: LIST OF PARTNERS

**Exhibit C DISCLOSURE and ACKNOWLEDGEMENT – CONFLICT OF
INTEREST FORM**

Exhibit A
Project Area

EXHIBIT B
LIST OF PARTNERS

| Project # | Project Name | Agency |
|------------------|--|---|
| 1 | Arrowhead Mixed Use/Mixed Income Residential Project | HACSB |
| 2 | Community Resource Center | HACSB |
| 3 | Energy savings and GHG reductions in Midtown/District 3 | |
| 4 | Solar Renewable Energy Projects at Arrowhead and Community Resource Center | HACSB |
| 5 | Support local farmers and healthy eating by allowing farm stand/markets | Dignity Health/ LLUH |
| 6 | Identify sites for community gardens and pocket parks | Making Hope Happen |
| 7 | Explore the possibility of opening the parking lot at Waterman Discount Mall for farmer's markets, etc. | Property Owner / City of San Bernardino |
| 8 | Community based activities in large parking areas by Stater Brothers and the Discount Mall will be encouraged. | |
| 9 | Establish community branding and implement place-making initiatives | |
| 10 | Partner with local organizations to create mobile services such as libraries to serve students and residents | Making Hope Happen |
| 11 | Provide key infrastructure to facilitate bicycles and walking as a safe form of transport | City of San Bernardino |
| 12 | Work with SBCUSD to expand Roberts school campus to accommodate grades K-12 | Make Hope Happen |
| 13 | Develop joint use recreational facilities for students and residents | City of San Bernardino / SBCUSD |
| 14 | Allow for temporary retail facilities to encourage resident entrepreneurship and activate empty parking lots | City of San Bernardino |
| 15 | Design a public gathering space to host community events | HACSB |
| 16 | Create a linear park to connect Midtown District to all adjacent districts | City of San Bernardino |
| 17 | Restripe crosswalks, planting street trees and install new and additional lighting and crosswalks | City of San Bernardino |
| 18 | Improve passenger amenities, digital information, level and/or frequency of fixed route services | Omnitrans |
| 19 | Update commercial and residential market analysis post pandemic | Making Hope Happen Foundation |
| 20 | Create a Development Incentive Program | City of San Bernardino |
| 21 | Address health, safety, and accessibility issues and enhance neighborhood curb appeal | NHSIE |
| 22 | Improve trash collection, cleanup of illegal dumping and graffiti abatement | City of San Bernardino |

| | | |
|----|---|---|
| 23 | Workforce development/job training in renewable energy, health care, and transportation | El Sol Neighborhood Educational Center/ Making Hope Happen Foundation/Loma Linda University Health |
|----|---|---|

EXHIBIT C

DISCLOSURE AND ACKNOWLEDGEMENT – CONFLICT OF INTEREST

ARROWHEAD GROVE INCLUSIVE REDEVELOPMENT PROJECT **OUTREACH & OVERSIGHT COMMITTEE MEMBER**

| | | YES* | NO |
|--|---|--------------------------|--------------------------|
| 1 | Are you currently in litigation with the City of San Bernardino or any of its agents? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2 | Do you represent any firm, organization or person who is in litigation with the City of San Bernardino? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3 | Do you currently represent or perform work for any clients who do business with the City of San Bernardino? | <input type="checkbox"/> | <input type="checkbox"/> |
| 4 | Are you or any of your principals, managers or professionals, owners or investors in a business which does business with the City of San Bernardino, or in a business which is in litigation with the City of San Bernardino? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5 | Are you or any of your principals, managers or professionals, related by blood or marriage to any City of San Bernardino employee who has any significant role in the subject matter of this service? | <input type="checkbox"/> | <input type="checkbox"/> |
| 6 | Do you or any of your subcontractors have, or expect to have, any interest, direct or indirect, in any other contract in connection with this Project? | <input type="checkbox"/> | <input type="checkbox"/> |
| <p>* If the answer to any question is yes, please explain in full below.</p> <div style="border: 1px solid black; height: 80px; margin-top: 5px;"></div> | | | |

Signature

(name)

date

(address)

(city, state, zip code

(

- Additional page(s) attached.

Acknowledgement

The Housing Authority of San Bernardino County conforms to the Political Reform Act's standards in determining whether a public official has a financial conflict of interest that is reasonably foreseeable and material. In the event of a conflict of interest, public officials will typically need to disqualify themselves from the decision. There are five types of financial interests as set forth below.

- Business Entity: A Member has a financial interest in a business entity where the Member, his spouse, or dependent children have invested \$2,000 or more. A Member also has a financial interest in a business entity for which the Member is a director, officer, partner, trustee, employee, or holds any position of management.
- Real Property: A Member has a financial interest in real property in which the Member, his spouse, dependent children, or an agent has invested \$2,000 or more. This may also include certain leasehold interests of terms more than a month. Conflict of interest rules regarding real property are broken into two categories:
 - Property within 500 feet of decision: A Member may not participate in the decision unless they have received written advice from the FPPC that the decision will have no measurable impact on the value of the Member's property.
 - Property outside 500 feet of decision: A Member must consider whether the decision "would cause a reasonably prudent person, using due care and consideration under the circumstances, to believe that the governmental decision was of such a nature that its reasonably foreseeable effect would influence the market value of the Member's property."
- Sources of Income: A Member has a financial interest in anyone, whether an individual or an organization, from whom the Member has received (or been promised) \$500 or more income within 12 months prior to the decision. A "source of income" includes a community interest in the spouse's income.

- Gifts: A Member has a financial interest in anyone, whether an individual or an organization, who has given gifts to the Member that total \$470 or more within 12 months prior to the decision. A “gift” is defined as any payment or other benefit that confers a personal benefit for which a public Member does not provide payment or services of equal or greater value. A gift includes a rebate or discount on the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public.
- Personal Finances: A Member has a financial interest in decisions that affect the Member’s personal expenses, income, assets, or liabilities, as well as those of the Member’s immediate family.

I acknowledge that I have read and understand the above relating to typical financial interest in regard to a project, activity, entity, relationship or any other Transformative Climate Communities (TCC) program grant funded component.

Do you have a financial conflict of interest? Circle one.

Yes No

If you answered yes, please explain in full below.

Signature

Date

Name

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

July 11, 2023

FROM

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

SUBJECT

Meeting Minutes for Meeting Held on June 13, 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 June 13, 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) Meeting took place on June 13, 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, June 29, 2023.

**MINUTES OF A REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
June 13, 2023**

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting at the Housing Programs Office, at 672 South Waterman Avenue, San Bernardino, California at 3:08 p.m. on June 13, 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:

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

Chair Johnson was recorded as absent.

Also in attendance were Maria Razo, Executive Director; Rishad Mitha, Deputy Executive Director; Jennifer Dawson, Director of Administrative Services; Jesse Diaz, Director of Business Services; Kristin Maithonis, Director of Housing Services; Renee Kangas, Sr. Management Analyst; Angie Lardapide, Procurement and Contracts Supervisor; Lucy Leslie, Director of Housing Communities; Patricia Simpson, Management Analyst; George Silva, Family Empowerment Services Manager; Edgar Vasquez, Procurement Officer, 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 June 13, 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 June 13, 2023

Discussion calendar item number 5, to receive the board presentation for June 13, 2023, regarding preliminary information on the fiscal year 2023-2024 agency budget and the 2024 Moving to Work Annual Plan.

Jesse Diaz, Director of Business Services, presented the preliminary information for the fiscal year 2023-2024 agency budget presentation.

Renee Kangas, Sr. Management Analyst, presented the 2024 Moving to Work Annual Plan presentation.

Discussion amongst the Board of Commissioners took place regarding the board presentation for June 13, 2023, regarding preliminary information for the fiscal year 2023-2024 agency budget and the 2024 Moving to Work Annual Plan.

6) Contract Amendments for On-Call Flooring Services for Affordable Housing Sites.

Discussion calendar item number 6, to 1) Approve Amendments to Contract No. PC1083, effective June 14, 2023, for agency-wide on-call flooring services with Singer Carpets and Mike's Custom Flooring Inc. increasing the current appropriations amount by \$542,000 for a total contract amount not to exceed \$2,024,000 for both contracts through October 7, 2024, 2) authorize and direct the Executive Director to execute and deliver the contract amendments to Singer Carpets and Mike's Custom Flooring, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item and added that Mike's Custom Flooring informed the agency on Tuesday, June 13, 2023 that they would no longer like to proceed with amending their contract.

Discussion amongst the Board of Commissioners took place regarding the contract amendments for On-Call Flooring Services for Affordable Housing Sites to approve the amendment for Singer Carpets.

Commissioner Tarango moved to approve discussion calendar item number 6 as to the amendment to the contract with Singer Carpets only, as recommended by staff and Commissioner Miller seconded the motion.

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

Ayes

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

Nays

7) Approve Purchase and Sale Agreement of real property at 14243 Rodeo Drive, Victorville CA (Northport Apartments) and commitment of 29 Moving to Work Program Project Based Vouchers at the property

Due to a conflict of interest on this item, Vice-Chair Cooper excused himself from the meeting. Commissioner MacDuff chaired the meeting for this item.

Discussion calendar item number 7 to 1) Approve the Purchase and Sale Agreement for the purchase of Northport Apartments, 2) approve the commitment of 29 Moving to Work (MTW) program Project-Based Vouchers (PBV) at Northport Apartments after purchase, 3) authorize and direct the Executive Director to execute all necessary documents to effectuate the first two recommendations upon consultation with legal counsel, was requested.

Executive Director Razo explained the item.

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

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

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

Ayes

Commissioner MacDuff
Commissioner Miller
Commissioner Avila
Commissioner Tarango

Nays

Vice-Chair Cooper returned to the Board of Commissioners meeting and continued to chair the remaining portion of the meeting.

8-10) Consent Calendar

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

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

8) Approve the meeting minutes for the special meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on May 9, 2023.

9) Approve and file Agency-wide Financial Statements through February 2023.

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

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

Ayes

Vice-Chair Cooper
Commissioner MacDuff

Nays

Commissioner Miller
Commissioner Avila
Commissioner Tarango

Vice-Chair Cooper provided an opportunity for individual board member comments. Commissioner MacDuff commented that it was great to know that the Housing Authority applied for 75 vouchers and is also looking forward to the new Housing Authority partnership with Building A Generation (BAG).

There being no other business, Commissioner Tarango moved for the regular meeting of Tuesday, June 13, 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 4:26 p.m.

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

July 11, 2023

FROM

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

SUBJECT

Agency-wide Financial Statements through March 2023

RECOMMENDATION(S)

Approve and file Agency-wide Financial Statements through March 2023.
(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 March 2023 for Federal Fiscal Year (FFY) 2022-23 is \$(6,071,591). Most of this loss is included in the board approved budget for FY 2022-23 as it reflects the use of \$4.2 million from our HUD Held Reserves (HHR). The net loss is currently lower than the budgeted net gain of \$425,298 with a variance of \$6,496,888.

The \$6,496,888 variance between the budgeted and the actual net income is due to:

- \$3.1 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 Payment (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. In May 2023, HUD performed the reconciliation for calendar year 2022 and HACSB received \$4.2 million. There are currently over 628 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 \$4.7 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 Payments (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 \$4.3 million. This is largely due to our housing navigation services. \$11.3 million was budgeted for this service but have contracted only \$6.5 million of this amount. Of this contracted amount, \$122k was spent through March 2023 as the program is in the beginning stages of implementation.
- Other items adding to the variance include an increase in Other Income due to increased residual receipts, increase in developer's fees and interest income and a refund of property taxes. This amounted to \$1.4 million.
- Our CalWORKs Housing Support Program (HSP) grant has increased and is reflecting \$2.2 million expenses over the budgeted amount. We expect an increase in revenue in the following months to offset this increase in expenses.
- Depreciation expenses and other non-operating items are not budgeted and amount to \$2.2 million through March 2023.

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.

| Financial Summary | FY 2023 YTD |
|---|----------------------|
| Revenues | \$90,562,367 |
| Expenses | \$(94,478,719) |
| Operating Net Income/(Loss) | \$(3,916,352) |
| Operating Transfers/Non-Operating Items | \$(2,155,239) |
| Net Income/(Loss) | \$(6,071,591) |
| | |

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 June 23, 2023.

HACSB Budget Comparison

Period = Oct 2022-Mar 2023

| | YTD Actual | YTD Budget | Variance | % Var | Annual |
|--|-------------------|----------------|-------------------|------------------|-----------------|
| INCOME | | | | | |
| TENANT INCOME | | | | | |
| Total Rental Income | 14,572,751 | 14,139,540 | 433,210 | 3.06 | 28,326,881 |
| Total Other Tenant Income | 360,142 | 267,060 | 93,083 | 34.85 | 533,968 |
| NET TENANT INCOME | 14,932,893 | 14,406,600 | 526,293 | 3.65 | 28,860,849 |
| GRANT INCOME | | | | | |
| TOTAL GRANT INCOME | 70,411,055 | 73,503,658 | -3,092,603 | -4.21 | 146,936,780 |
| OTHER INCOME | | | | | |
| TOTAL OTHER INCOME | 5,218,419 | 3,820,921 | 1,397,498 | 36.57 | 6,664,147 |
| TOTAL INCOME | 90,562,367 | 91,731,179 | -1,168,812 | -1.27 | 182,461,776 |
| EXPENSES | | | | | |
| GRANT EXPENSES | | | | | |
| TOTAL GRANT EXPENSES | 6,283,365 | 4,107,110 | -2,176,255 | -52.99 | 8,214,219 |
| ADMINISTRATIVE | | | | | |
| Total Administrative Salaries | 7,243,985 | 7,626,512 | 382,527 | 5.02 | 16,054,336 |
| Total Legal Expense | 225,046 | 292,775 | 67,728 | 23.13 | 585,444 |
| Total Other Admin Expenses | 3,396,918 | 3,779,685 | 382,767 | 10.13 | 7,631,528 |
| Total Miscellaneous Admin Expenses | 1,322,446 | 1,560,146 | 237,700 | 15.24 | 2,732,339 |
| TOTAL ADMINISTRATIVE EXPENSES | 12,188,395 | 13,259,118 | 1,070,723 | 8.08 | 27,003,647 |
| TENANT SERVICES | | | | | |
| TOTAL TENANT SERVICES EXPENSES | 2,226,292 | 6,465,570 | 4,239,278 | 65.57 | 12,927,890 |
| UTILITIES | | | | | |
| TOTAL UTILITY EXPENSES | 1,955,130 | 2,033,906 | 78,776 | 3.87 | 4,071,006 |
| MAINTENANCE AND OPERATIONS | | | | | |
| Total General Maint Expense | 1,882,233 | 1,488,770 | -393,462 | -26.43 | 3,088,481 |
| Total Materials | 545,468 | 448,641 | -96,827 | -21.58 | 897,267 |
| Total Contract Costs | 1,926,845 | 1,824,707 | -102,138 | -5.60 | 3,656,124 |
| TOTAL MAINTENANCE EXPENSES | 4,354,546 | 3,762,118 | -592,428 | -15.75 | 7,641,871 |
| GENERAL EXPENSES | | | | | |
| TOTAL GENERAL EXPENSES | 1,086,071 | 766,557 | -319,514 | -41.68 | 1,456,368 |
| EXTRAORDINARY MAINTENANCE EXPENSES | | | | | |
| TOTAL EXTRAORDINARY MAINTENANCE EXPENSES | 2,830,794 | 2,204,073 | -626,721 | -28.43 | 4,169,817 |
| HOUSING ASSISTANCE PAYMENTS | | | | | |
| TOTAL HOUSING ASSISTANCE PAYMENTS | 62,663,871 | 58,007,074 | -4,656,798 | -8.03 | 116,014,147 |
| FINANCING EXPENSE | | | | | |
| TOTAL FINANCING EXPENSES | 890,255 | 700,356 | -189,899 | -27.11 | 1,400,713 |
| TOTAL OPERATING EXPENSES | 94,478,719 | 91,305,881 | -3,172,838 | -3.48 | 182,899,678 |
| OPERATING NET INCOME | -3,916,352 | 425,298 | -4,341,650 | -1,020.85 | -437,902 |
| NET OPERATING TRANSFER IN/OUT | 0 | 0 | 0 | N/A | 0 |
| NON-OPERATING ITEMS | | | | | |
| TOTAL NON-OPERATING ITEMS | 2,155,239 | 0 | -2,155,239 | N/A | 0 |
| NET INCOME | -6,071,591 | 425,298 | -6,496,888 | -1,527.61 | -437,902 |

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

July 11, 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 April 2023

RECOMMENDATION(S)

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

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

STRATEGIC PLAN ALIGNMENT

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

FINANCIAL IMPACT

The accounts receivable loss for the month ending April 30, 2023, is \$119,560.82. 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 April 2023 is \$119,560.82, 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 April 2023
July 11, 2023

| PROPERTY | NO. VACATED | TOTAL |
|-----------------------------|-------------|-------------|
| 481130 Maplewood | 1 | 32.70 |
| 481121 Waterman Scattered | 1 | 12,115.80 |
| 481150 Redlands | 1 | 4,365.00 |
| 481161 Colton | 0 | - |
| 407 - Sunset Pointe | 6 | 11,388.47 |
| 408 - Sunrise Vista | 3 | 4,128.13 |
| 409 - Andalusia | 1 | 12,483.00 |
| 410 - Merrill | 1 | 1,136.02 |
| 437 - Sunset Gardens | 1 | 2,491.00 |
| 439 - Hampton | 1 | 8,945.72 |
| 467 - Hillcrest | 2 | 1,793.00 |
| 430000 Canyon Villa | 2 | 44,499.00 |
| Concessions Write Off | | - |
| TOTAL RENT WRITE OFF | 20 | 103,377.84 |
| Miscellaneous Charges | | 394.37 |
| Maintenance Charges | | 27,004.61 |
| Legal Charges | | 2,860.00 |
| Security Deposits Applied | | (14,076.00) |
| NET TOTAL WRITE OFF | | 119,560.82 |

PROCUREMENT

Not applicable

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on June 23, 2023

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 04/30/23

| 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 |
|-------------------------|-------------------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|----------------|-----------------|-----------------|------------|-----------------|---------------|---------------|
| 481130 Maplewood | | | | | | | | | | | | | |
| 1 | M | T | | V | 330.00 | 32.70 | | | 1,232.42 | | 1,265.12 | 743.00 | 522.12 |
| TOTALS: | | | | | | 32.70 | - | - | 1,232.42 | - | 1,265.12 | 743.00 | 522.12 |
| 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 Intent to Vacate | | | | | | | | | | 04/05/23 | | |

| 481121 Waterman Scattered | | | | | | | | | | | | | |
|----------------------------------|----------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|---|------------|---------------|---------------|------------------|-----------------|------------------|
| 1 | J | C | | E | \$939 | 12,115.80 | | | 955.00 | 770.00 | 13,840.80 | 1,001.00 | 12,839.80 |
| TOTALS: | | | | | | 12,115.80 | - | - | 955.00 | 770.00 | 13,840.80 | 1,001.00 | 12,839.80 |
| Item # | Type of Notice | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) | | Court Date | Lock Out Date | | Vacate Date | | |
| 1 | 14 day notice | 09/08/22 | Posted | 10/08/22 | 11/01/23 | y | | 03/13/23 | 04/13/23 | | 04/13/23 | | |

| 481150 Redlands | | | | | | | | | | | | | |
|------------------------|----------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|---|------------|-----------------|---------------|-----------------|-----------------|-----------------|
| 1 | T | M | | E | \$369 | 4,365.00 | | | 1,063.68 | 790.00 | 6,218.68 | 1,088.00 | 5,130.68 |
| TOTALS: | | | | | | 4,365.00 | - | - | 1,063.68 | 790.00 | 6,218.68 | 1,088.00 | 5,130.68 |
| 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 | 14 day notice | 11/06/22 | Posted | 12/06/22 | 03/06/23 | y | | 03/06/23 | 04/18/23 | | 04/12/23 | | |

| 481161 Colton | | | | | | | | | | | | | |
|----------------------|---------------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|---|------------|-----------------|---|-----------------|---|-----------------|
| 1 | C | K | | V | | | | | (114.36) | | (114.36) | | - |
| TOTALS: | | | | | | - | - | - | (114.36) | - | (114.36) | - | (114.36) |
| Item # | Type of Notice | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) | | Court Date | Lock Out Date | | Vacate Date | | |
| 1 | Payment on bad debt | | | | | | | | | | | | |

*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:

04/30/23

| 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 |
|--------------------------|-----------|------------|--------|--------|--------------|------------------|----------------|-----------------|------------------|------------|------------------|-----------------|------------------|
| 407 Sunset Pointe | | | | | | | | | | | | | |
| 1 | S | J | | V | 925.00 | - | | | 2,725.52 | | 2,725.52 | 500.00 | 2,225.52 |
| 3 | S | S | | V | 825.00 | 591.66 | | | 964.75 | | 1,556.41 | 400.00 | 1,156.41 |
| 4 | B | L | | S | 875.00 | 2,959.61 | | | 1,338.00 | | 4,297.61 | 700.00 | 3,597.61 |
| 5 | W | E | | V | 825.00 | (84.00) | | | 2,539.00 | | 2,455.00 | 100.00 | 2,355.00 |
| 6 | M | S | | E | 1,094.00 | 5,138.88 | | | 3,284.00 | | 8,422.88 | 500.00 | 7,922.88 |
| | | | | | | | - | | | | - | | - |
| TOTALS: | | | | | | 11,388.47 | - | - | 11,877.87 | - | 23,266.34 | 2,700.00 | 20,566.34 |

| 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 Intent to Vacate | 01/30/23 | | | | | | | | 03/31/23 |
| 2 | Skip | | | | | | | | | 04/03/23 |
| 3 | 30 Day Intent to Vacate | 03/01/23 | | | | | | | | 04/12/23 |
| 4 | Skip | | | | | | | | | 04/03/23 |
| 5 | Transferred to Sunrise Vista | 03/01/23 | | | | | | | | 04/18/23 |
| 6 | 3 Day Pay or Quit | 02/06/23 | Posted | 03/08/23 | 03/13/23 | N | | N/A | Turned in keys 04/07/23 to avoid court | 04/07/23 |

| | | | | | | | | | | | | | |
|--------------------------|------|---|--|---|--------|-----------------|----------|--------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| 408 Sunrise Vista | | | | | | | | | | | | | |
| 1 | Sims | G | | V | 825.00 | 83.00 | | | 1,630.00 | | 1,713.00 | 400.00 | 1,313.00 |
| 2 | B | L | | E | 725.00 | 2,423.13 | | | 580.70 | 1,300.00 | 4,303.83 | 500.00 | 3,803.83 |
| 3 | S | S | | V | 742.00 | 1,622.00 | | 13.00 | 702.00 | | 2,337.00 | 500.00 | 1,837.00 |
| TOTALS: | | | | | | 4,128.13 | - | 13.00 | 2,912.70 | 1,300.00 | 8,353.83 | 1,400.00 | 6,953.83 |

| 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 Intent to Vacate | 11/15/22 | | | | | | | | 03/03/23 |
| 2 | 3 Day Notice | 10/02/22 | Hand | 10/02/22 | 10/15/22 | Y | | 02/23/23 | 04/11/23 | 04/11/23 |
| 3 | 30 Day Intent to Vacate | 03/07/23 | | | | | | | | 04/11/23 |

*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:

04/30/23

| 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 |
|----------------------|-----------|------------|--------|--------|--------------|------------------|----------------|-----------------|---------------|------------|------------------|---------------|------------------|
| 409 Andalusia | | | | | | | | | | | | | |
| 1 | R | J | | E | 1,056.00 | 12,483.00 | - | | 454.00 | | 12,937.00 | 799.00 | 12,138.00 |
| | | | | | | | - | | | | - | | - |
| TOTALS: | | | | | | 12,483.00 | - | - | 454.00 | - | 12,937.00 | 799.00 | 12,138.00 |

| 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 | 30 Day Pay or Quit | 05/09/22 | Posted | 09/22/22 | 10/28/22 | Y | | 02/23/23 | 4/4/2023 | 04/04/23 |
| | | | | | | | | | | |

| | | | | | | | | | | | | | |
|--------------------|---|---|--|---|----------|-----------------|----------|--------------|-----------------|----------|-----------------|---------------|-----------------|
| 410 Merrill | | | | | | | | | | | | | |
| 1 | R | M | | V | 1,360.00 | 1,136.02 | - | 50.00 | 1,099.00 | | 2,285.02 | 900.00 | 1,385.02 |
| | | | | | | | - | | | | - | | - |
| TOTALS: | | | | | | 1,136.02 | - | 50.00 | 1,099.00 | - | 2,285.02 | 900.00 | 1,385.02 |

| 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 Intent to Vacate | 03/01/23 | | | | | | | | 03/27/23 |
| | | | | | | | | | | |

| | | | | | | | | | | | | | |
|---------------------------|---|---|--|---|--------|-----------------|----------|--------------|-----------------|----------|-----------------|---------------|-----------------|
| 437 Sunset Gardens | | | | | | | | | | | | | |
| 1 | T | B | | D | 908.00 | 2,491.00 | - | 50.00 | 1,128.00 | | 3,669.00 | 700.00 | 2,969.00 |
| | | | | | | | - | | | | - | | - |
| TOTALS: | | | | | | 2,491.00 | - | 50.00 | 1,128.00 | - | 3,669.00 | 700.00 | 2,969.00 |

| 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 | Death | | | | | | | | | 04/12/23 |
| | | | | | | | | | | |

| | | | | | | | | | | | | | |
|--------------------|---|---|--|---|----------|-----------------|----------|---------------|---------------|----------|-----------------|-----------------|-----------------|
| 439 Hampton | | | | | | | | | | | | | |
| 1 | L | A | | V | 1,380.00 | 8,945.72 | - | 281.37 | 150.00 | | 9,377.09 | 1,095.00 | 8,282.09 |
| | | | | | | | - | | | | - | | - |
| TOTALS: | | | | | | 8,945.72 | - | 281.37 | 150.00 | - | 9,377.09 | 1,095.00 | 8,282.09 |

| 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 Intent to Vacate | 03/10/23 | | | | | | | | 03/31/23 |
| | | | | | | | | | | |

*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:

04/30/23

| 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 |
|----------------------|-----------|------------|--------|--------|--------------|-----------------|----------------|-----------------|-----------------|------------|-----------------|-----------------|-----------------|
| 467 Hillcrest | | | | | | | | | | | | | |
| 1 | S | X | | V | 747.00 | 1,793.00 | | | 715.00 | | 2,508.00 | 725.00 | 1,783.00 |
| 2 | H | G | | V | 747.00 | - | | | 1,580.00 | | 1,580.00 | 925.00 | 655.00 |
| | | | | | | | | | | | - | | - |
| TOTALS: | | | | | | 1,793.00 | - | - | 2,295.00 | - | 4,088.00 | 1,650.00 | 2,438.00 |

| 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 | 30 Day Intent to Vacate | 11/30/22 | | | | | | | | 01/08/23 |
| 2 | On Site Transfer | | | | | | | | | 03/31/23 |

| | | | | | | | | | | | | | |
|----------------------------|---|---|--|---|--------|------------------|----------|----------|-----------------|----------|------------------|-----------------|------------------|
| 430000 Canyon Villa | | | | | | | | | | | | | |
| 1 | D | D | | E | 942.00 | 17,051.00 | - | - | 3,951.30 | - | 21,002.30 | 815.00 | 20,187.30 |
| 2 | A | F | | E | 942.00 | 27,448.00 | | | | | 27,448.00 | 1,185.00 | 26,263.00 |
| TOTALS: | | | | | | 44,499.00 | - | - | 3,951.30 | - | 48,450.30 | 2,000.00 | 46,450.30 |

| Item # | Type of Notice | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) | | Court Date | Lock Out Date | Vacate Date |
|--------|-----------------------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|--|------------|---------------|-------------|
| 1 | 3 day notice to pay or quit | 12/14/22 | Posted | 07/05/22 | 10/26/22 | No | | 03/23/23 | 04/05/23 | 04/05/23 |
| 2 | 3 day notice to pay or quit | 06/09/22 | Posted | 06/09/22 | 06/16/22 | Yes | | 03/23/23 | 04/26/23 | 04/26/23 |

| | | | | | | | | | | | | | |
|-----------------------------|--|--|--|--|--|-------------------|----------|---------------|------------------|-----------------|-------------------|------------------|-------------------|
| ALL PROPERTY TOTALS: | | | | | | 103,377.84 | - | 394.37 | 27,004.61 | 2,860.00 | 133,636.82 | 14,076.00 | 119,560.82 |
|-----------------------------|--|--|--|--|--|-------------------|----------|---------------|------------------|-----------------|-------------------|------------------|-------------------|

Submitted by: _____ Date: _____ Reviewed by: _____ Date: _____

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