

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

TO BE HELD AT 715 EAST BRIER DRIVE
SAN BERNARDINO, CALIFORNIA
DECEMBER 12, 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 December 12, 2023.
(Page 1)
- 5) Adopt Resolution No. 186 approving revisions to the Administrative Plan governing the Housing Authority of the County of San Bernardino's rental assistance programs.
(Pages 2-29)
- 6)
 1. Approve contract amendment No.3 to contract No. PC1180, effective December 13, 2023, with Aleshire & Wynder LLP for General Legal Counsel Services increasing the current contract by \$90,000 for a total amount not to exceed \$651,000 through December 8, 2024, with the option to extend up to one single-year option through December 8, 2025.
 2. Authorize and direct the Executive Director to execute and deliver the contract amendment to Aleshire & Wynder LLP and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 30-36)

- 7) 1. Approve Amendments to Contract No. PC1152, effective December 12, 2023, for agency-wide landscaping services to Advanced Environmental Landscape Corp. increasing the current amount by \$135,894.56 for a total contract amount not to exceed \$1,198,934.86, and to Priority Landscape Services LLC, increasing the current amount by \$30,794.24 for a total contract amount not to exceed \$748,015.31 for an aggregate total amount not to exceed \$1,946,950.17 through April 30, 2024.

2. Authorize and direct the Executive Director to execute and deliver the contract amendments to Advanced Environmental Landscape Corp. and Priority Landscape Services LLC and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.
(Pages 37-50)
- 8) Adopt Resolution No. 187 authorizing delegation of Expenditure and Contracting Authority to the Housing Authority of the County of San Bernardino's Deputy Executive Director when the Executive Director is unavailable to perform such duties.
(Pages 51-53)

CONSENT CALENDAR

APPROVAL OF CONSENT ITEMS: # 9-11

- 9) Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on November 14, 2023.
(Pages 54-60)
- 10) Approve and file Agency-wide Financial Statements through August 2023.
(Pages 61-64)
- 11) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of September 2023.
(Pages 65-72)
- 12) Individual Board member comments.
- 13) Adjourn

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

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

December 12, 2023

FROM

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

SUBJECT

Executive Director's Report for December 12, 2023

RECOMMENDATION(S)

Receive the Executive Director's Report for December 12, 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 U.S. Department of Housing and Urban Development.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 7, 2023.

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

December 12, 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. 186 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 an 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 recent HUD guidance revising the rent calculation and eligibility of Rental Assistance Demonstration (RAD) program residents who are not receiving rental subsidy because the family income exceeds the rent. 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

Revisions to the Administrative Plan Governing the Housing Authority of the County of San Bernardino's Rental Assistance Programs
December 12, 2023

This item has been reviewed by General Legal Counsel, Fred Galante, on December 1, 2023.

HOUSING AUTHORITY RESOLUTION NO. 2023-186

**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 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, December 12, 2023.

Secretary

Summary of Administrative Plan Changes, December 12, 2023

Section	Topic	Change
1.7	Fair Housing Policy	Updates the list of protected classes under State and Federal law and provides consistent language throughout the plan
3	Introduction	Updates list of protected classes under State and Federal law and provides consistent language throughout the plan
3.1	Eligibility Factors and Requirements	Clarifies that at least one family member must be a citizen or eligible immigrant to be eligible for assistance
6.1.1 & 6.1.2	General Income Determination Requirements	Changes “employment” income to “earned” income to recognize that self-employment and business income are also “earned” income and revises the earned income exclusion for full-time students to reference the dependent allowance instead of a specific allowance amount
6.2.1	Annual Income Inclusions	Adds reference that earned income also includes net income from self-employment or a business
6.4.8	Calculation of Housing Authority Subsidy and Family Rent Share – Traditional, Regulatory Assistance for Special Purpose Programs	Clarifies that VASH and EHV program participants pay the amount by which the rent exceeds the payment standard
8.10.1	Housing Search Assistance – Term-Limited and Streamlined Lease Assistance Programs	Updates section to indicate that housing search assistance may be offered subject to available funding
8.10.2	Housing Search Assistance - Emergency Housing Voucher Services and Support	Adds language to clarify that housing search assistance and financial assistance ended 9/30/23 under the EHV program
Chapter 9	Introduction	Clarifies the timeframe for use of the Lease Assistance Program (LAP) contract and the the Housing Assistance Program (HAP) contract
9.9.1	Rent Limitations – Term-Limited Lease Assistance and Streamlined Lease Assistance programs	Clarifies that the rent to owner may not exceed the lesser of the reasonable rent or the local payment standard

Summary of Administrative Plan Changes, December 12, 2023 (Continued)

Section	Topic	Change
9.11	Owner Disapproval	Adds disapproval of owners who are debarred or suspended by HUD and references the correct chapter for additional details
Chapter 15	Introduction	References Chapter 3 for mandatory program eligibility criteria
20.9.2	Project-Based Voucher Policies Specific to Rental Assistance Demonstration Units	Describes new HUD requirements concerning the treatment of families in-place during RAD conversion if they are or later become ineligible for subsidy due to income

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

- 24 CFR Part 985: The Section 8 Management Assessment Program (SEMAP)

1.7 Fair Housing Policy [24 CFR 982.54(d)(6)]

The Housing Authority is committed to nondiscrimination in housing and does not discriminate on the basis of race, color, religion, creed, sex (including sexual orientation and gender identity), national or ethnic origin, age, familial or marital status, source of income, and disability/handicap. Housing Authority decisions are made without regard to actual or perceived sexual orientation, gender identity, or marital status. The Housing Authority complies with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- Violence Against Women Reauthorization Act of 2013 (VAWA 2013)
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the Federal Register February 3, 2012
- Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted

When more than one civil rights law applies to a situation, the laws will be read and applied together.

The Housing Authority shall not deny any family or individual the opportunity to apply for or receive assistance under the program on the basis of race, color, ~~sex~~, religion, creed, sex (including sexual orientation and gender identity), national or ethnic origin, age, familial or marital status, source of income, and handicap, disability/handicap, Program eligibility determinations are made without regard to actual or perceived sexual orientation, gender identity or marital status~~sexual orientation~~. The Housing Authority will not use any of these factors to:

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or participant toward or away from a particular area based any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

To further its commitment and compliance with applicable Civil Rights laws, the Housing Authority will provide Federal, State, and local information to applicants and participants regarding unlawful discrimination and any recourse available to families who believe they are victims of a discriminatory act. Such information will be made available during the family briefing session, and all applicable fair housing information and HUD-903 "Housing Discrimination Complaint" form will be made a part of the briefing packet.

Applicants or participants who believe that they have been subject to unlawful discrimination may notify the Housing Authority either orally or in writing. The Housing Authority will attempt to remedy discrimination complaints made against the agency. The Housing Authority will provide a copy of a discrimination complaint form to the complainant and provide them with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

The Housing Authority will ask all applicants and participants if they require any type of accommodations, in writing, on all relevant forms and notices of adverse action by the Housing Authority by including the following language:

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

“If you or a member of your family have a disability and think that you might need or want a reasonable accommodation you may request it at any time.”

All Housing Authority staff will be required to attend fair housing training and informed of the importance of affirmatively furthering fair housing and providing equal opportunity to all families, including providing reasonable accommodations to persons with disabilities. Fair housing signage is posted throughout the Housing Authority’s office/s, including in the lobby and interview rooms and the equal opportunity logo will be used on all outreach materials. Staff will attend local fair housing update training sponsored by HUD and other local organizations to keep current with new developments and/or regulations.

Except as otherwise provided in 24 CFR 8.21(c)(1), 8.24(a), 8.25, and 8.31, no individual with disabilities shall be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination because the Housing Authority’s facilities are inaccessible to or unusable by persons with disabilities. Posters and housing information are displayed in locations throughout the Housing Authority’s office in such a manner as to be easily readable from a wheelchair.

The San Bernardino, Upland, and Victorville offices are accessible to persons with disabilities. In order to provide accessibility for persons who are deaf, hard-of-hearing or speech impaired, the Housing Authority utilizes the national 711 telecommunications relay services.

1.8 Reasonable Accommodations Policies and Procedures [24 CFR 8.24]

The Housing Authority’s policies and practices are designed to provide assurances that all persons with disabilities will be provided reasonable accommodation so that they may fully access and utilize the housing program and related services. The availability of specific accommodations will be made known by including notices on Housing Authority forms and letters to all families.

The Housing Authority will make a reasonable accommodation or modification for individuals with disabilities when necessary to ensure equal access to HACSB’s property and property amenities, programs, services and activities. Reasonable modifications include changes to a building, grounds or an individual apartment and reasonable accommodations include changes to policies, programs, services and procedures. HACSB will provide accommodations or modifications as requested unless doing so is unreasonable. A request is unreasonable if it is structurally infeasible, would result in a fundamental alteration in the nature of a HACSB program, or would result in an undue

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

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 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, sex (including sexual orientation and gender identity), national or ethnic origin, age, familial or marital status, source of income, and disability/handicap, ~~disability, or Program eligibility determinations are made without regard to actual or perceived sexual orientation, source of income, or disability/handicap, gender identity, or marital status.~~

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~~ Have at least one family member who is 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.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

The Housing Authority will also deny admission as follows:

- If applicant fails to meet specified criteria regarding drug abuse and other criminal activity;
- If the applicant is a current participant of the same program or PBV development for which an application has been submitted (such as an applicant for the Term-Limited Lease Assistance program who is a current participant of the Term-Limited Lease Assistance program);
- If applicant fails to submit required consent forms or any other Housing Authority-required information to verify family eligibility, composition, or income (including birth certificates and valid government issued identification);
- If applicant is in violation of other criteria listed in this Chapter;
- If the applicant is a member, officer, or employee of the Housing Authority who formulates policy or influences decisions with respect to federally-funded rental assistance programs or a public official or a member of the local governing body or member of Congress; or
- If applicant is a student enrolled in an institution of higher learning and meets all the criteria listed in the Full-Time Student section of Chapter 4: Members.

The Housing Authority's procedures regarding notification and informal reviews for applicants who are denied assistance can be found at the end of this chapter. The Housing Authority may take into consideration any admission criteria listed in this chapter in order to screen applicants for program eligibility; however, it is the owner's responsibility to screen applicants for family behavior and suitability for tenancy.

The Housing Authority will assist and advise applicants on how to file a complaint if they have been discriminated against by an owner.

3.2 Family Composition [24 CFR 982.201(c)]

This section outlines the Housing Authority definitions of what constitutes a family for the purposes of admission. Definition of individual household members is described in Chapter 4.

3.2.1 Family Types

The applicant must qualify as a family. The Housing Authority defines a family as a single person or a group of persons as described in the following sections on elderly family, disabled family, group of persons and a single person.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

CHAPTER 6: ANNUAL INCOME, ADJUSTED ANNUAL INCOME AND FAMILY RENT SHARE CALCULATION

6. Introduction [24 CFR 982.54(d)]

This chapter describes all policies related to income calculations and the calculation of family rent share for the Housing Services programs.

6.1 General Income Determination Requirements [24 CFR 5.609]

The Housing Authority generally includes all income received by all family members except for income that is specifically excluded. Annual income means all amounts, monetary or not which:

- Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member; or
- Are anticipated to be received from a source outside the family during the twelve (12) month period following admission or the regularly scheduled recertification effective date; and
- Are not specifically excluded.

6.1.1 Term-Limited Lease Assistance, Streamlined Lease Assistance, Veterans Affairs Supportive Housing (VASH) and Emergency Housing Voucher Programs

For the purposes of initial eligibility, the Housing Authority also will calculate the amounts from assets to which any member of the family has access. These assets will be used to determine if the family exceeds the income limit threshold but will not be included for purposes of calculating total annual income or family rent share.

The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations and further information on family members is included in Chapter 4.

This section applies to the Veterans Affairs Supportive Housing (VASH) program effective January 1, 2019, or as soon as practicable thereafter.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].
Foster children and foster adults ¹⁶	Income for the care of a foster child or foster adult, including Kin GAP income, is included.
Head, spouse, or cohead and other adult family members	All sources of income not specifically excluded by the regulations are included.
Children under 18 years of age	Employment <u>Earned</u> income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded, are included.
Full-time students 18 years of age or older (not head, spouse, or cohead)	Employment (e <u>Earned</u>) income is excluded [24 CFR 5.609(c)(11)]. ¹⁷ All other sources of income, except those specifically excluded by the regulations, are included.

6.1.2 Traditional, Regulatory Assistance for Special Purpose Programs

This section does not apply to the Veterans Affairs Supportive Housing (VASH) and Emergency Housing Voucher programs (see 6.1.1).

Annual income also means amounts derived from assets to which any member of the family has access. Assets are included in the annual income calculation for initial eligibility and recertifications, and to determine family rent share. The rules on which sources of income are counted vary somewhat by family member. The chart below summarizes how family composition affects income determinations and further information on family members is included in Chapter 4.

Summary of Income Included and Excluded by Person	
Live-in aides	Income from all sources is excluded [24 CFR 5.609(c)(5)].
Foster child or foster adult	Income from all sources is excluded [24 CFR 5.609(c)(2)].
Head, spouse, or cohead Other adult family members	All sources of income not specifically excluded by the regulations are included.

¹⁶ HACSB's MTW [Plan](#) Activity 5: Simplified Income Determination includes all income for the care of foster children.

¹⁷ HACSB's MTW [Plan](#) Activity 5: Simplified Income Determination excludes all earned income from Full-Time Students.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

Summary of Income Included and Excluded by Person	
Children under 18 years of age	Employment-Earned income is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.
Full-time students 18 years of age or older (not head, spouse, or cohead)	Employment-Earned income above \$480/year in excess of the dependent allowance is excluded [24 CFR 5.609(c)(1)]. All other sources of income, except those specifically excluded by the regulations, are included.

6.2 Annual Income

Annual income is the total income a family has after adding all income inclusions and exclusions as described in this section. Adjusted annual income is discussed in 6.4 and recognizes allowances and deductions from annual income for certain Housing Services programs.

The Housing Authority is required to count all income anticipated to be received from a source outside the family during the twelve (12) month period following admission or recertification effective date.

The Housing Authority generally will use current circumstances to determine anticipated income for the coming twelve (12) month period. HUD authorizes the Housing Authority to use other than current circumstances to anticipate income when:

1. An imminent change in circumstances is expected
2. It is not feasible to anticipate a level of income over a twelve (12) month period (e.g., seasonal or cyclic income)
3. The Housing Authority believes that past income is the best available indicator of expected future income

The Housing Authority is required to use HUD's Enterprise Income Verification (EIV) system in its entirety as a third-party source to verify employment and income information, and to reduce administrative subsidy payment errors in accordance with HUD administrative guidance.

The Housing Authority will use pay-stubs to project income once EIV data has been received in such cases where the family does not dispute the EIV employer data and where the Housing Authority does not determine it is necessary to obtain additional third-party data.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

When the Housing Authority cannot readily anticipate income based upon current circumstances (e.g., in the case of seasonal employment, unstable working hours, or suspected fraud), the Housing Authority will review and analyze historical data for patterns of employment, paid benefits, and receipt of other income and use the results of this analysis to establish annual income. When annual income cannot be anticipated for a full twelve (12) months, the Housing Authority may:

- Average known sources of income that vary to compute an annual income.
- Annualize current income and conduct an interim reexamination if income changes.

Any time current circumstances are not used to project annual income, a clear rationale for the decision will be documented in the file. In all such cases the family may present information and documentation to the Housing Authority to show why the historic pattern does not represent the family's anticipated income.

If the Housing Authority verifies a known change in income, such as an upcoming increase or decrease in income, annual income will be calculated by applying each income amount to the appropriate part of the twelve (12) month period.

6.2.1 Annual Income Inclusions [24 CFR 5.609, 24 CFR 5.233(a)(2) and HCV GB, p. 5-17]

There are nine primary types of income included in annual income. Each type of income is described in detail in the Section below.

6.2.1.1 Earned Income [24 CFR 5.609]

Earned income is defined as the full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services. Earned income also includes net income from self-employment or a business as described below. All regular pay, special pay and allowances of a member of the Armed Forces are counted except for the special pay to a family member serving in the Armed Forces who is exposed to hostile fire. These earned income sources are included in annual income unless specifically excluded in ~~section 6.3~~ this Chapter. If there are bonuses or overtime which the employer cannot anticipate for the next twelve (12) months, bonuses and overtime received the previous year will be used. If, by averaging, an estimate can be made for those families whose income fluctuates from month-to-month, this estimate will be used so as to reduce the number of interim adjustments.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

If the temporary hardship is due to loss of income, the income of the family member, who experienced the income loss, will be removed from the family income, and the rent amount will be based on the remaining family income. Because the family is not required to report interim income changes, the source of income to be removed under the hardship exemption may differ from the reported income change. At the end of the exemption period, the income that had been removed will be added back to the family income and will not be recalculated. If a recertification occurs during the hardship exemption period, the hardship exemption for the affected family member will remain until the end of the approved hardship period. However, the income of other family members will be updated at recertification.

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

6.4.7.3 Pre-Implementation and Program Transfer Hardship Exemptions

Prior to implementation of the Streamlined Lease Assistance (SLA) programs and transfers to SLA from other programs, HACSB will conduct a detailed data analysis. As part of that data analysis, certain households may be likely to experience a disproportionate impact as the result of the implementation or program transfer. A temporary hardship exemption would allow the family to maintain their previous total family rent share for up to six (6) months. HACSB would send a sixty (60) day notice that the family would be subject to the new streamlined calculation at the end of six (6) months. For those families that are currently renting a unit that is larger than their approved subsidy standard HACSB will offer these families either the opportunity to move or the opportunity to have a temporary hardship exemption.

6.4.8 Traditional, Regulatory Assistance for Special Purpose Programs

The family rent share for a household is determined by using the largest of the following: ten percent (10%) of Monthly Annual Income, thirty percent (30%) of Monthly Annual Adjusted Income or the applicable minimum rent. ~~Family rent share also considers whether the family has rented a unit whose contract rent is above the payment standard~~For VASH and EHV programs, ~~any amount of rent~~ over the payment standard must be paid for by the family and cannot be subsidized by the Housing Authority.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

amount of rent over the payment standard must be paid for by the family and cannot be subsidized by the Housing Authority.

6.5 Minimum Rent [24 CFR 5.630 and 5.630]

6.5.1 Streamlined Lease Assistance Programs

The Minimum Rent for the Streamlined Lease Assistance program is \$125.00.²⁵ A policy has been established for a temporary waiver from the minimum rent for families who demonstrate a hardship in paying the required minimum amount. Families may request a temporary waiver to the minimum rent by completing the Minimum Rent Waiver Request Form and providing documentation that supports the hardship for the family.

A temporary waiver of minimum rent may be granted as follows:

- Decrease in Income – The total household income has decreased due to a 'No Fault' loss of employment. Supporting documentation may include the notice of loss of employment, legal documentation indicating that family member with income has vacated the unit or other such documentation requested by HACSB.
- Death in the Immediate Family – The total household income has decreased due to the death of an immediate family member. Supporting documentation must include verification of the actual loss of income and verification of the relationship to the deceased family member. Immediate family members include current spouse, cohead, child, legal guardian, sibling, grandparent, grandchild, or mother-, father-, sister-, brother-, son-, or daughter-in-law, or registered domestic partner.

The waiver, if approved, shall be provided on a month-to-month basis not to exceed a total period of three months. A waiver will be provided only once for each incident that occurs in the household.

Upon approval of the waiver, the total tenant payment shall be calculated at 30% of monthly adjusted income and shall be effective on the first of the month following the month in which the family submitted the waiver request form with all supporting documentation.

A temporary waiver of the minimum rent will also be applied automatically to vulnerable individuals and families who are initially moving into a homeless serving program, such

²⁵ The FY 2009 Moving to Work Annual Plan included Activity 10: Minimum Rent which established a minimum rent of \$125 for all Housing Services programs except Traditional, Regulatory Assistance for Special Purpose Programs.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

a Family Obligations Agreement. The time limit would begin following the processing of the family composition change.

A live-in aide, by definition, is not a member of the family and will not be considered a remaining member of the family. Foster Children and Foster Adults are not considered a remaining family member. In order for a minor child to continue to receive assistance as a remaining family member:

- The court has to have awarded emancipated minor status to the minor; or
- The Housing Authority has to have verified that social services and/or the Juvenile Court has arranged for another adult to be brought into the assisted unit to care for the child/children for an indefinite period.

8.9 Family Voluntarily Relinquishes Housing Services Program Assistance

The family may voluntarily relinquish their assistance at any time. In such cases, the Housing Authority will provide the owner of the property with a thirty (30) calendar day notice indicating that rental assistance will terminate based on the family's request. The family will become fully responsible for the contract rent after thirty (30) calendar days.

Generally, the Housing Authority will not reinstate a family once a request for voluntary termination has been received. However, as a reasonable accommodation, the Housing Authority will review requests for reinstatements received within six (6) months and make a determination on a case-by-case basis. However, households will have their income eligibility re-determined in accordance with HUD guidelines.

If a family voluntarily relinquishes their assistance in lieu of facing termination, the Housing Authority will continue to seek to recover any monies that may be due to the Housing Authority as a result of misrepresentation or other breach of program in accordance with Chapter 18 of this Administrative Plan.

8.10 Housing Search Assistance³⁶

8.10.1 Term-Limited Lease Assistance and Streamlined Lease Assistance Programs

~~Effective October 1, 2022 or as soon as practicable thereafter~~ Subject to available funding, the Housing Authority ~~will~~ may offer housing navigation and supportive services to applicants upon receiving a Family Obligations Agreement for tenant-based assistance.

³⁶ The 2022 MTW Annual Plan, Amendment 1, Activity 28: Leasing Success Strategies added housing navigation services and financial assistance. The activity was implemented on November 1, 2022.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

Housing navigation will include assistance with unit identification, landlord-tenant connection and negotiation, coordination and case management with referral partners, financial assistance, and transportation services. Financial assistance may include payment for application fees, security deposits, utility arrears, appliances, utility deposits, and other move related costs. Under certain circumstances, existing participants may be offered housing navigation and financial support for extenuating circumstances, such as situations covered under the Violence Against Women Act (VAWA) or when an assisted family experiences homelessness after vacating their previous unit. Participation in housing navigation services is voluntary. However, the family will not be eligible for financial assistance unless they are enrolled in housing navigation services. Households will not be required to repay the Housing Authority for the financial assistance provided. The offer of housing navigation services and/or financial assistance is subject to funding availability and voucher utilization goals.

8.10.2 Emergency Housing Voucher Services and Support

Under the Emergency Housing Voucher (EHV) program, the Housing Authority receives a one-time service fee of \$3,500 for each EHV allocated to the Housing Authority. Eligible uses of the service fee include housing search assistance and financial assistance for costs associated with leasing a unit. Assistance with leasing costs includes application fees, transportation, holding fees, security deposit assistance, utility deposit assistance/utility arrears, landlord incentives (signing bonus and damage mitigation), moving assistance, essential household items, and renter's insurance if required by the lease. HUD requires that housing authorities provide housing search assistance to EHV families for the initial (first-time) lease-up. HACSB will use Emergency Solutions Grant (ESG) and other funding sources for housing search assistance and financial assistance whenever possible. HACSB will use the service fee for housing navigation services, application fees, landlord signing bonuses, damage mitigation, appliances, and security/utility deposits. The security deposit assistance will be provided in the form of a one-time grant, which is refundable to the tenant upon move-out and cannot exceed two months' rent. Utility deposits will also be provided as grants. If funding permits, the services fee may also be used for any of the other eligible financial assistance described in this section. Housing search assistance and financial assistance ended September 30, 2023.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

CHAPTER 9: REQUEST FOR TENANCY APPROVAL AND CONTRACT EXECUTION

9. Introduction [24 CFR 982.305(a) and 982.306]

The Housing Authority's program operations are designed to utilize available resources in a manner that is efficient and provides eligible families timely assistance based on the number of units that have been budgeted. The Housing Authority's objectives include maximizing HUD funds by providing assistance to as many eligible families and for as many eligible units as the budget will allow.

After families are issued a Family Obligations Agreement or a Voucher, they may search for a unit anywhere within the jurisdiction of the Housing Authority, or outside of the Housing Authority's jurisdiction if they qualify for portability. The family must find an eligible unit under the program rules, with an owner/landlord who is willing to enter into a contract with the Housing Authority. This chapter defines the types of eligible housing, the Housing Authority's policies which pertain to initial inspections, lease requirements, owner disapproval, and the processing of the Request for Tenancy Approval (RFTA).

In order for the Housing Authority to assist a family in a particular dwelling unit, or execute a contract with the owner of a dwelling unit, the Housing Authority must determine that all the following program requirements are met:

- The unit itself must qualify as an eligible unit
- The unit must be inspected by the Housing Authority and meet the Housing Authority inspection standards
- The lease offered by the owner must be approvable and must include the required Tenancy Addendum
- The rent to be charged by the owner for the unit must be reasonable in accordance with Chapter 11 of the Administrative Plan.
- The owner must be an eligible owner, approvable by the Housing Authority, with no conflicts of interest

If all program requirements are met, the Housing Authority can enter into a contract with the owner. For tenancies effective prior to December 2021, The Housing Authority will enter into a Lease Assistance Payment (LAP) Contract for families participating in the Term-Limited Lease Assistance and Streamlined Lease Assistance programs. The

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

Housing Authority will enter into a Housing Assistance Payment (HAP) contract for families participating in the Traditional, Regulatory Assistance for Special Purpose Programs and after November 2021 for families participating in the Term-Limited Lease Assistance and Streamlined Lease Assistance programs. The Housing Authority generally refers to the LAP and HAP collectively as simply “the contract” or “contract between the Housing Authority and the owner” throughout this Administrative Plan.

The Housing Authority will not enter into a zero HAP contract if the tenant is responsible to pay all of the rent at the time of admission or at the time a currently assisted participant is moving into a new unit. In the case that the housing assistance payments would be \$0, the RFTA will be denied.

9.1 Request for Tenancy Approval [Form HUD 52517, HCV GB p.8-15]

The Request for Tenancy Approval (RFTA) must be submitted by the family in the form and manner required by the Housing Authority during the search term of the Family Obligations Agreement or Voucher. The RFTA must be signed by both the owner and the head of household.

The family may not submit, and the Housing Authority will not process, more than one (1) RFTA at a time. The Housing Authority will review the RFTA documents to determine whether or not they are approvable. The RFTA will be approved if:

- The unit is an eligible type of housing;
- The unit passes an inspection in accordance with Inspection Standards;
- The rent is reasonable;
- The owner is approvable, and there are no conflicts of interest; and
- The housing assistance payment is not zero.

9.2 Disapproval of RFTA

If the Housing Authority determines that the RFTA cannot be approved for any reason, the landlord and the family will be notified by phone and/or in writing. The Housing Authority will instruct the owner and family of the steps that are necessary to approve the RFTA.

When, for any reason, an RFTA is not approved, if there is time remaining on the Family Obligations Agreement or Voucher for the family to continue searching the Housing Authority will furnish another RFTA form to the family so that the family can continue to search for eligible housing.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

9.6.4 Family Unification Program

The initial term of the assisted dwelling lease generally may be for less than one (1) year and match the term of the contract executed between the Housing Authority and the owner.

9.6.5 Emergency Housing Voucher Program

The initial lease term will be for one (1) year unless the landlord's standard practice is to offer a shorter lease term.

9.7 Prohibition Against Side Payments [24 CFR 982.451(b)(4) and 982.501(c)]

Owners may not demand or accept any rent payment from the family in excess of the rent to the owner minus the Housing Authority's payments to the owner. The owner may not charge the tenant extra amounts for items customarily included in rent in the locality or provided at no additional cost to unsubsidized tenants in the premises.

Side payments for additional rent, or for items, appliances or services customarily provided to unassisted families as part of the dwelling lease for those families, are prohibited. Dwelling units that have additional items, appliances or other services may be considered amenities offered by the owner and may be taken into consideration when determining the reasonableness of the rent for the property.

9.8 Initial Inspections [24 CFR 982.305 and 24 CFR 982.401]

All units are required to pass initial inspection prior to contract execution between the Housing Authority and the owner. Information on inspection standards is included in Chapter 10.

9.9 Rent Limitations [24 CFR 982.507]

9.9.1 Term-Limited Lease Assistance and Streamlined Lease Assistance Programs

At all times during the tenancy, the ~~gross~~ rent to owner may not be more than the most current reasonable rent or the local payment standard, whichever is less, as determined by the Housing Authority in accordance with Chapter 11 of the Administrative Plan.

If the proposed initial rent is not reasonable, the Housing Authority will attempt to negotiate with the owner to reduce the rent. If the rent can be approved after negotiations with the owner, the Housing Authority will continue processing the RFTA and lease.

If the owner does not agree on the proposed adjusted rent to owner after the Housing Authority has tried and failed to negotiate a revised rent, the Housing Authority will inform the family and owner that the lease is disapproved.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

to units, drug-related criminal activity or other criminal activity that is a threat to the health, safety or property of others, and compliance with other essential conditions of tenancy.

A statement of the Housing Authority's policy on release of information to prospective landlords will be included in the briefing packet which is provided to the family. In addition to the information listed above, the Housing Authority provides owner workshops. At the workshops, current and prospective owners are given an overview of the program and information about any significant program changes. There is also ample time for a question-and-answer session.

9.11 Owner Disapproval [24 CFR 982.306]

The Housing Authority does not formally approve an owner to participate in the Housing Services program. However, there are a number of criteria where the Housing Authority may deny approval of an assisted tenancy based on past owner behavior, HUD-determined debarment or suspension, conflict of interest, or other owner-related issues. No owner has a right to participate in the Housing Services program. For more information on Owner Disapproval, please see Chapter 1 ~~7~~6 of this Administrative Plan.

9.12 Change in Family Rent Share Prior to Contract Effective Date

When the family reports changes in factors that may affect the total family share prior to the effective date of the contract between the Housing Authority and the owner, the information will be verified by the Housing Authority and if applicable the total family share will be adjusted accordingly. If the family does not report any change, the Housing Authority need not obtain new verifications before signing the contract, even if verifications are more than one hundred and eighty (180) days old.⁴⁰

9.13 Contract Execution Process [24 CFR 982.305(c)]

Provided that the unit passes inspection the Housing Authority will prepare the contract for execution. The family and the owner will execute the lease agreement, and the owner and the Housing Authority will execute the contract. Copies of these documents will be furnished to the parties who signed the respective documents.

The Housing Authority makes every effort to execute the contract before the commencement of the lease term. The contract may not be executed more than sixty (60)

⁴⁰ HACSB's MTW Activity 5: Simplified Income Determination allows for the increase of the number of days verifications are valid.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

CHAPTER 15: DENIAL OF ASSISTANCE TO APPLICANTS AND INFORMAL REVIEW POLICIES

15. Introduction [24 CFR 982.552(a)]

The Housing Authority must deny admission if the family does not meet the mandatory eligibility criteria described in Chapter 3. Additionally, the Housing Authority may deny assistance for a family because of the family's action or failure to act. The Housing Authority will provide applicants with a written description of the family obligations under the program, the grounds under which the Housing Authority can deny assistance, and the Housing Authority's informal review and hearing procedures. This chapter describes when the Housing Authority will deny assistance.

The Housing Authority reserves the right, with HUD approval, to use criminal history records maintained by law enforcement agencies as a means of determining prior criminal activity of applicants and the addition of new household members for participants for its assisted housing programs.

The Housing Authority may deny housing assistance to any applicant for any of the grounds specified in the Code of Federal Regulations which relate to the applicable assisted housing program. Decisions on whether to deny assistance for an applicant family will be based on a preponderance of evidence. If the decision is to deny assistance, the family is entitled to an informal review which is described in this Chapter.

If the head of household's action or failure to act is the reason for the denial, the application cannot be transferred to remaining family members unless the circumstances qualify under VAWA. The Housing Authority will deny admission of any additional person(s) which the family proposes to add to the household if such person(s) is/are ineligible for any of the reasons set forth in this chapter.

15.1 Mandatory Denial of Assistance Reasons [24 CFR 982.552(b), 982.312, 982.553(a), 982.553(b)]

HUD requires the Housing Authority to deny assistance for certain reasons. Each of these reasons, along with the only mitigating circumstances that may be considered for these mandatory denials are included below (See Section 15.1.1 for reasons for denial of assistance under the Emergency Housing Voucher program):

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

The Housing Authority Relocation Plan for any public housing conversion or disposition will specifically identify the plan for housing options affected households.

20.9.2 Rental Assistance Demonstration Conversions

Some of HACSB's PBV projects have been converted from public housing under the Department of Housing and Urban Development's (HUD) Rental Assistance Demonstration Program (RAD) to the PBV program. All projects converted to PBV Assistance under RAD are subject to the requirements of HUD PIH Notice 2012-32. The RAD requirements are in addition to, and may modify, the requirements for PBV projects as set forth in this Chapter. RAD requirements extend certain rights related to the notification of termination and grievance process to PBV families living in RAD converted properties. For PBV households who are not living in RAD converted properties, the PBV rules apply. For any PBV project converted under RAD, in the event of a conflict between the RAD requirements and the requirements of this Chapter, the RAD requirements and/or approved Moving to Work flexibilities shall prevail.

20.9.2.1 Project-Based Voucher Policies Specific to Rental Assistance Demonstration Units

- Waiting List Administration: Per the RAD Notice (PIH 2012-32), the HACSB will establish site-based PBV waiting lists. Applicants on the public housing waiting list will be transitioned to the PBV waiting list through formal notification (in compliance with PIH 2012-32) and shall have priority on the newly formed PBV site-based waiting list, for the new project site in accordance with the date and time of their application to the original project's waiting list. For further information on how waiting list openings are noticed and applicants are selected for admission and processed for eligibility see Chapter 2.
- No Re-screening of Tenants upon Conversion: Pursuant to the RAD Notice, at conversion, current households are not subject to rescreening, income eligibility, or income targeting provisions. Consequently, current households will be grandfathered for conditions that occurred prior to conversion but will be subject to any ongoing eligibility requirements for actions that occur after conversion.
For example: A unit with a household that was over-income at time of conversion would continue to be treated as an assisted unit. Thus, 24 CFR § 982.201, concerning eligibility and targeting, will not apply for current households. Once that remaining household moves out, the unit must be leased to an eligible family.
- Vacancy Payments: The HACSB will not make vacancy payments to the owner of the project(s) assisted under the RAD PBV HAP contract.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

- Relocation and Right to Return: Any residents that may need to be temporarily relocated to facilitate rehabilitation or construction will have a right to return to an assisted unit at the development once rehabilitation or construction is completed. Where the transfer of assistance to a new site is warranted and approved (RAD PIH-Notice 2012-32 Section 1.6.B.7 and Section 1.7.A.8 on conditions warranting a transfer of assistance), residents of the converting development will have the right to reside in an assisted unit at the new site once rehabilitation or construction is complete. Residents of a development undergoing conversion of assistance may voluntarily accept a HACSB or Owner's offer to permanently relocate to another assisted unit, and thereby waive their right to return to the development after rehabilitation or construction is completed.
- Households in Wrong Sized Units: Over-housed families residing in a Public Housing unit that is converted under RAD may continue to reside in the same sized unit, and HACSB will subsidize the household based on the size of the unit, not the qualifying voucher size. Underhoused families may be required to move to a unit with the number of bedrooms for which the household qualifies.⁷⁵ For moves, following conversion, refer to section 20.18 Moves.
- Rent Calculation: Rent Calculation for legacy households at conversion from public housing: Pursuant to the RAD Program Notice PIH 2012-32, if a tenant's monthly rent increases by more than the greater of 10 percent or \$25 purely as a result of conversion, the rent increase will be phased in over 3 years. The below method explains the set percentage-based phase-in an owner must follow according to the phase-in period established. For purposes of this section "standard TTP" refers to the TTP calculated in accordance with regulations at 24 CFR 5.628 and the "most recently paid TTP" refers to the TTP recorded on line 9j of the family's most recent HUD Form 50058.
- Zero HAP/Over-income: Current residents living in the property prior to conversion are placed on and remain under the HAP contract when TTP equals or exceeds the gross rent or if the family is over-income. The amount the family pays in tenant rent differs depending on which version of the RAD notice governs the property:

⁷⁵ MTW Plan, Activity 11 clarifies treatment of over and underhoused families in RAD and non-RAD PBV developments.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

- Under PIH 2012-32, REV-2, the family will pay the owner an amount equal to their TTP until such time as they are eligible for HAP.
- ~~Under PIH 2012-32, REV 3 and PIH 2019-23 (REV-4), the family will pay the lesser of their TTP or the LIHTC maximum rent in the case of a mixed finance development until such time as they are eligible for HAP.~~
- Under PIH 2023-19 (dated July 27, 2023), the family will pay the lesser of the Total Tenant Payment (TTP) or the Zero-HAP Rent Cap, which is the lower of 110% of the applicable FMR less the utility allowance, or the LIHTC, HOME rent, or other HUD approved rent for the project. This notice supersedes the above notices within 90 days of issuance date.

If the pre-conversion family continues to qualify for the TTP rent, the family will remain under assistance. If the family's rent is based on the Zero-HAP Rent Cap, ~~t~~The family ~~remains under assistance and HAP~~ will be terminated after 180 days. HAP will be reinstated if the family's circumstances change. An in-place ~~The~~ family, who has been terminated, must comply with ~~the family obligations and the~~ the lease and the unit must continue to comply with ~~HQS~~ inspection requirements.⁷⁶

Following conversion, newly admitted families must be income eligible and eligible for a HAP at admission in order to move into the unit. If a newly admitted family becomes over-income, the family's assistance will be terminated ~~and the unit removed from the HAP contract~~. If the family becomes zero HAP after admission, the tenant's rent equals the ~~contract rent amount to owner~~ Total Tenant Payment (TTP). Following 180 days after the last HAP payment to the owner, the family's assistance will be terminated, ~~and the unit removed from the HAP contract~~. If the family subsequently experiences a decrease in income after 180 days, their assistance is not reinstated. The family would have to reapply for waiting list in order to be assisted again. The termination of assistance does not affect the family's other rights under the lease.

Three Year Phase-in:

⁷⁶ HACSB's FY 2023 MTW Plan Activity 11: Local Project-Based Voucher Program, specifies that a unit will remain under HAP contract even if it is occupied by an ineligible family for more than 180 days.

Housing Authority of the County of San Bernardino

Housing Services Program Administrative Plan

Revised: ~~July~~ December 2023

- Year 1: Any recertification (interim or annual) performed prior to the second annual recertification after conversion – 33% of difference between most recently paid TTP and the standard TTP
- Year 2: Year 2 Annual Recertification (AR) and any Interim Recertification (IR) prior to Year 3 AR – 66% of difference between most recently paid TTP and the standard TTP
- Year 3: Year 3 AR and all subsequent re-certifications – Full standard TTP

20.9.2.2 Termination of Tenancy for RAD Conversion Units [PIH Notice 2012-32]

Per the Rental Assistance Demonstration (RAD) Public and Indian Housing (PIH) Notice 2012-32, households that occupy RAD conversion units have additional protections in regard to termination of tenancy and eviction. These protections must be included in the owner's lease. For any PBV project converted under RAD, in the event of a conflict between the RAD Requirements and the requirements of this Chapter, the RAD Requirements and/or approved Moving to Work flexibilities shall prevail. (Note that in the RAD context "owner" may also refer to the HACSB).

In addition to the regulations at 24 CFR 983.257, related to owner termination of tenancy and eviction, the HACSB will:

- Provide adequate written notice of termination of the lease which shall not be less than:
 1. A reasonable period of time, but not to exceed 30 days:
 - a. If the health or safety of other tenants, HACSB employees, or persons residing in the immediate vicinity of the premises is threatened; or
 - b. In the event of any drug-related or violent criminal activity or any felony conviction;
 2. 14 days in the case of nonpayment of rent; and
 3. 30 days in any other case, except that if a State or local law provides for a shorter period of time, such shorter period shall apply.
- B. Grievance Process. For issues related to tenancy and termination of assistance, Project-Based Voucher (PBV) program rules require the HACSB to provide an opportunity for an informal hearing, as outlined in 24 CFR 982.555, and;
 1. In addition to reasons that require an opportunity for an informal hearing given in 24 CFR 982.555(a)(1)(i)-(vi), an opportunity for an informal hearing must be given to residents for any dispute that a resident may have with

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

December 12, 2023

FROM

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

SUBJECT

Contract Amendment with Aleshire & Wynder LLP for General Legal Counsel Services

RECOMMENDATION(S)

1. Approve Amendment No. 3 to contract No. PC1180, effective December 13, 2023, with Aleshire & Wynder LLP for General Legal Counsel Services increasing the current contract by \$90,000 for a total amount not to exceed \$651,000 through December 8, 2024, with the option to extend up to one single-year option through December 8, 2025.
2. Authorize and direct the Executive Director to execute and deliver the contract amendment to Aleshire & Wynder LLP 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

Approval of this amendment will increase the current contract amount by \$90,000 for a total contract amount not to exceed \$651,000, which is included within the Housing Authority of the County of San Bernardino's (HACSB) approved administrative and operations budget and will be included for the subsequent fiscal year included in this contract.

BACKGROUND INFORMATION

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

Over the years, HACSB has retained other legal firms for a variety of specialized services; however, as the initial year progressed, it became apparent that utilizing Aleshire & Wynder LLP's expertise in specialized areas was more cost effective and efficient than relying on other specialized firm(s) given their overall comprehensive knowledge of our agency. As such, the use of specialized legal services by Aleshire & Wynder LLP grew from general legal services to include the specialty legal services listed above.

Additional funds are needed for the additional 12-month term included as an option year in the agreement, which includes funds for various other specialty legal services.

PROCUREMENT

The Procurement and Contracts Department previously completed a “Request for Proposal” (RFP) for General Legal Counsel Services (RFP PC1180) on July 8, 2020 which resulted in the receipt of six proposals. Outreach efforts included email invitations via PlanetBids, our eBidding website to five vendors and posting on the agency’s website. The proposals were evaluated per the requirements of the RFP along with interviews with the top three highest scoring firms. Aleshire and Wynder LLP was deemed the most responsive, reasonably priced, and determined qualified to provide legal services to HACSB.

On December 8, 2020, the Board of Commissioners approved and authorized the Executive Director to execute a contract in the amount of \$130,000 for a two-year base period through December 8, 2022, with three single-year options to extend the contract until no later than December 8, 2025.

On October 12, 2021, the Board of Commissioners approved and authorized the Executive Director to execute an amendment to increase the contract by \$271,000 to include funds for additional specialty legal services for a total amount not to exceed \$401,000 through December 8, 2022.

On November 8, 2022, the Board of Commissioners approved and authorized the Executive Director to execute an amendment to increase the contract by \$160,000 for a total amount not to exceed \$561,000 through December 8, 2023.

On December 8, 2023, HACSB sent Contractor a letter confirming the automatic extension of the term for the second option year of the Agreement, subject to approval by Board of Commissioners at its December 2023 meeting of an additional appropriation to cover the funding for such option year.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 7, 2023.



**AMENDMENT #3 TO CONTRACT FOR GENERAL LEGAL SERVICES
(PC1180)**

BETWEEN

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

And

ALESHIRE & WYNDER, LLP

This Amendment No. 3 ("Third Amendment"), dated December 13, 2023 ("Effective Date"), to Agreement for General Legal Services (PC1180), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and Aleshire & Wynder LLP, a California Limited Liability Partnership ("Attorneys").

RECITALS

WHEREAS, the Authority and Attorneys entered into a Legal Services Agreement for General Counsel, dated December 9, 2020 relating to General Legal Services ("Agreement") with a total price of \$130,000;

WHEREAS, the Authority and Attorneys entered into Amendment No. 1 to the Agreement to increase the contract by \$271,000 for a total price of \$401,000 through December 8, 2022;

WHEREAS, the Authority and Attorneys entered into Amendment No. 2 to the Agreement to increase the contract by \$160,000 for a total price of \$561,000 through December 8, 2023;

WHEREAS, on December 8, 2023 the Authority sent Contractor a letter confirming the automatic extension of the term for the second option year of the Agreement, subject to approval by the Authority Board at its December 2023 meeting of an additional appropriation to cover the funding for such option year.

WHEREAS, the Authority and Attorneys now wish to enter into this Amendment No. 3 to the Agreement to increase the contract by \$90,000 for a total price of \$651,000 through December 8, 2024.

OPERATIVE PROVISIONS

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

Section 1. Article 7 of the Agreement, entitled “Price” is hereby amended to increase the compensation payable to Attorneys for the provision of the Work the total not- to-exceed sum as shown in the Total Agreement Cost set forth on Exhibit “A-1, which amendment shall be retroactive to December 8, 2023. Except as so amended, the other provisions of Article 4 shall remain unmodified and in full force and effect.

Section 2. Continuing Effect of Agreement. Except as amended by this Third Amendment, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this Third Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by the First, Second and this Third Amendment to the Agreement.

Section 3. 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 Third Amendment provided herein. Each party represents and warrants to the other that the Agreement, as amended by this Third Amendment, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to Authority that, as of the date of this Third 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 Attorneys that, as of the date of this Third 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 4. 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 Third Amendment.

Section 5. Authorization. The persons executing this Third 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 Third Amendment on behalf of said party, (iii) by so executing this Third Amendment, such party is formally bound to the provisions of this Third Amendment, and (iv) the entering into this Third 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 Aleshire & Wynder LLP hereby execute this Third Amendment.

ALESHIRE & WYNDER LLP

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

By: _____

Name: Fred Galante

Title: Equity Partner

Date: _____

By: _____

Name: Maria Razo

Title: Executive Director

Date: _____

Exhibit A-1

Schedule Dates:

Effective Date: December 13, 2023

Completion Date: December 8, 2024

Total Agreement Cost: Not to exceed \$651,000.00

Original Agreement Amount Not to Exceed	\$130,000.00
Net Change Orders Previously Approved	\$0.00
Net Change Order – Amendment #1	\$271,000.00
Net Change Order – Amendment #2	\$160,000.00
Net Change Order – Amendment #3	\$90,000.00
Agreement Value as Amended Not to Exceed	\$651,000.00

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

December 12, 2023

FROM

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

SUBJECT

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

RECOMMENDATION(S)

1. Approve Amendments to Contract No. PC1152, effective December 12, 2023, for agency-wide landscaping services to Advanced Environmental Landscape Corp. increasing the current amount by \$135,894.56 for a total contract amount not to exceed \$1,198,934.86, and to Priority Landscape Services LLC, increasing the current amount by \$30,794.24 for a total contract amount not to exceed \$748,015.31 for an aggregate total amount not to exceed \$1,946,950.17 through April 30, 2024.
2. Authorize and direct the Executive Director to execute and deliver the contract amendments to Advanced Environmental Landscape Corp. and Priority Landscape Services LLC and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.

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

STRATEGIC PLAN ALIGNMENT

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

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

FINANCIAL IMPACT

The aggregate total amount is not expected to exceed \$1,946,950.30 which is funded through the Housing Authority of the County of San Bernardino's (HACSB) property operations budget. The amount for Fiscal Year 2024 is included in the budget and will be included in subsequent fiscal year budgets.

BACKGROUND INFORMATION

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

PROCUREMENT

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

Contract Amendment with Advanced Environmental Landscape Corporation and Priority Landscape Services, LLC for Landscaping Services Agencywide
December 12, 2023

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

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

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

On April 25, 2023, the Board of Commissioners approved (item No. 7) and authorized the Executive Director to execute amendments to increase the compensation and exercise the second option year with both Advanced Environmental Landscape Corp. and Priority Landscape Services LLC.

Staff now seek Board of Commissioners approval of Amendments No. 7 to increase the compensation by \$135,894.56 for a total contract amount not to exceed \$1,198,934.86 for Advanced Environmental Landscape Corp. and increase the compensation by \$30,794.24 for a total contract amount not to exceed \$748,015.31 for Priority Landscape Services LLC. The approvals sought further request that the Executive Director be authorized to execute the amendments.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 1, 2023.



**AMENDMENT #7 TO CONTRACT FOR LANDSCAPE SERVICES
(PC1152)**

BETWEEN

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

And

ADVANCED ENVIRONMENTAL LANDSCAPE

This Amendment No. 7 ("Seventh Amendment"), dated December 12, 2023 ("Effective Date"), to Agreement for Landscape Services (PC1152), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and Advanced Environmental Landscape California Corporation ("Contractor").

RECITALS

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

WHEREAS, on June 30, 2021, the Authority and Contractor entered into Amendment Number one to the Agreement to remove the Canyon Villa property from the contract.

WHEREAS, on March 24, 2022, the Authority and Contractor entered into Amendment Number two to the Agreement to extend the contract through May 10, 2022 and increase the contract compensation by 3%, \$15,574.00 for a total amount not-to-exceed \$534,734.00.

WHEREAS, on May 11, 2022, the Authority and Contractor entered into Amendment Number three to the Agreement to increase the contract compensation by \$279,580.00 for a total amount not-to-exceed \$814,314.00 for the option year term through April 30, 2023.

WHEREAS, on September 8, 2022, the Authority and Contractor entered into Amendment Number four to the Agreement to remove the Andalusia, 13520 Third Ave. Victorville CA property from the contract as of October 1, 2022.

WHEREAS, on May 1, 2023, the Authority and Contractor entered into Amendment Number five to the Agreement to exercise the second option year through April 30, 2024, and increase the compensation in the amount of \$248,726.30 for monthly maintenance and repairs for a total not to exceed amount of \$1,063,040.00. The amendment also removed 12 scattered sites in San Bernardino from the contract per the updated property list located in Exhibit A-1.

WHEREAS, on June 1, 2023, the Authority and Contractor entered into Amendment Number six to the Agreement to remove a property from the contract – 1050 Deseret – Barstow (15 units).

WHEREAS, the Authority and Contractor now wish to enter into this Seventh Amendment to increase the contract to cover monthly landscape services and repairs in the amount of \$135,894.56 through April 30, 2024.

OPERATIVE PROVISIONS

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

Section 1. 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 2. Continuing Effect of Agreement. Except as amended by this Seventh Agreement, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this Seventh Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Amendment Number seven.

Section 3. Affirmation of Agreement; Warranty Re Absence of Defaults. Authority and Consultant each ratify and reaffirm each 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 Seventh Amendment as provided herein. Each party represents and warrants to the other that the Agreement, as amended by Amendment, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to Authority that, as of the date of this Seventh 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 Seventh 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 4. 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 Seventh Amendment.

Section 5. Authorization. The persons executing this Seventh 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 Seventh Amendment on behalf of said party, (iii) by so executing this Seventh Amendment, such party is formally bound to the provisions of this Seventh Amendment, and (iv) the entering into this Seventh Amendment does not violate any provision of any other agreement to which said party is bound.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

**ADVANCED ENVIRONMENTAL
LANDSCAPE**

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

By:_____

By:_____

Name:_____

Name: _____

Title:_____

Title: _____

Date:_____

Date:_____

Exhibit A-1

Schedule Dates:

Effective Date: December 12, 2023

Completion Date: April 30, 2024

Total Agreement Cost: Not to exceed \$1,198,934.86

Overall Contract:

Original Agreement Amount Not to Exceed	\$519,160.00
Net Change Orders Previously Approved	\$0.00
Net Change Order Previously Approved – Amendment #1	\$0.00
Net Change Order Previously Approved – Amendment #2	\$15,574.00
Net Change Order Previously Approved – Amendment #3	\$279,580.00
Net Change Order Previously Approved – Amendment #4	\$0.00
Net Change Order Previously Approved - Amendment #5	\$248,726.30
Net Change Order Previously Approved – Amendment #6	\$0.00
Net Change Order – Amendment #7	\$135,894.56
Agreement Value as Amended Not to Exceed	\$1,198,934.86



**AMENDMENT #7 TO CONTRACT FOR LANDSCAPE SERVICES
(PC1152)**

BETWEEN

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

And

PRIORITY LANDSCAPE SERVICES LLC

This Amendment No. 7 ("Seventh Amendment"), dated December 12, 2023 ("Effective Date"), to Agreement for Landscape Services (PC1152), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and PRIORITY LANDSCAPE SERVICES LLC California Corporation ("Contractor").

RECITALS

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

WHEREAS, on March 24, 2022 the Authority and Contractor entered into Amendment Number one to the Agreement to extend the contract through May 10, 2022 and increase the contract compensation by 3%, \$9,345.00 for a total amount not-to-exceed \$320,846.00.

WHEREAS, on May 11, 2022, the Authority and Contractor entered into Amendment Number two to the Agreement to increase the contract compensation by \$185,750.00 for a total amount not-to-exceed \$506,596.00 for the option year term through April 30, 2023.

WHEREAS, on March 1, 2023, the Authority and Contractor entered into Amendment Number three to the Agreement to remove the property of: Mentone Apartments 1232 Crafton Ave. Mentone, CA 92359, effective March 1, 2023.

WHEREAS, on February 28, 2023, the Authority and Contractor entered into Amendment Number four to the Agreement to increase the contract by 7% of the original approved contract amount, \$21,805.07. Procurement policy allows for Executive Director to approve up to 10% of the original board approved contract amount for a total amount not-to-exceed \$528,401.07.

WHEREAS, on May 1, 2023, the Authority and Contractor entered into Amendment Number five to the Agreement to exercise the second option year through April 30, 2024, and increase the compensation in the amount of \$188,820.00 for monthly maintenance and repairs for a total not to exceed amount of \$717,221.07.

WHEREAS, On September 1, 2023, the Authority and Contractor entered into this Amendment Number six to the Agreement to remove the Las Palmas Apartments (16 units) – 8980 Date St. Fontana, CA and Kingsley Patio Homes (34 units) – 10302-10399 Poulsen Ct. Montclair, CA properties under this agreement.

WHEREAS, the Authority and Contractor now wish to enter into this Seventh Amendment to the Agreement to increase the contract compensation to cover monthly landscape services and repairs in the amount of \$30,794.24 through April 30, 2024.

OPERATIVE PROVISIONS

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

Section 1. 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 2. Continuing Effect of Agreement. Except as amended by this Seventh Agreement, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this Seventh Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by Seventh Amendment.

Section 3. 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 Seventh Amendment as provided herein. Each party represents and warrants to the other that the Agreement, as amended by Seventh Amendment, is currently an effective, valid, and binding obligation.

Consultant represents and warrants to Authority that, as of the date of this Seventh 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 Seventh 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 4. 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 Seventh Amendment.

Section 5. Authorization. The persons executing this Seventh 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 Seventh Amendment on behalf of said party, (iii) by so executing this Seventh Amendment, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Seventh Amendment does not violate any provision of any other agreement to which said party is bound.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

PRIORITY LANDSCAPE SERVICES LLC

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

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A-1

Schedule Dates:

Effective Date: December 12, 2023

Completion Date: April 30, 2024

Total Agreement Cost: Not to exceed \$748,015.31

Overall Contract:

Original Agreement Amount Not to Exceed	\$311,501.00
Net Change Orders Previously Approved	\$0.00
Net Change Order Previously Approved – Amendment #1	\$9,345.00
Net Change Order Previously Approved – Amendment #2	\$185,750.00
Net Change Order Previously Approved – Amendment #3	\$0.00
Net Change Order Previously Approved – Amendment #4	\$21,805.07
Net Change Order Previously Approved - Amendment #5	\$188,820.00
Net Change Order Previously Approved - Amendment #6	\$0.00
Net Change Order – Amendment #7	\$30,794.24
Agreement Value as Amended Not to Exceed	\$748,015.31

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

December 12, 2023

FROM

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

SUBJECT

Delegation of Expenditure and Contracting Authority

RECOMMENDATION(S)

Adopt Resolution No. 187 authorizing delegation of Expenditure and Contracting Authority to the Housing Authority of the County of San Bernardino's Deputy Executive Director when the Executive Director is unavailable to perform such duties.

(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's (HACSB) budget.

BACKGROUND INFORMATION

HACSB's Bylaws and Procurement Policy grants the Executive Director certain Expenditure and Contracting Authority. This authority also allows the Executive Director to delegate Expenditure and Contracting Authority to another staff member as needed in their absence as referenced below:

HACSB's Bylaws, at Section 6, authorizes the Executive Director to "delegate such administrative duties and authority as are consistent with these Bylaws and such other rules and regulations as may from time to time be approved by the Board." Section 2.01 A of the HACSB Procurement Policy, in turn, appoints the Executive Director to the position of Contracting Officer. The Contracting Officer has the authority to negotiate, award or administer contracts and to purchase goods and services as specified therein on behalf of the HACSB. Section 2.01 B. of the Procurement Policy further authorizes the Executive Director to delegate the duties of the Contracting Officer. That subsection provides as follows:

2.01 B.) This Policy also grants the Executive Director the power of delegation of Expenditure and Contracting Authority. This allows for the delegation of responsibility to various HACSB employees to recommend, commit, and expend financial resources up to a specific dollar limit for a cost center or business unit over which the employee has jurisdiction and control. Expenditure Authority does not include authority to execute contracts or agreements on behalf of HACSB or the authority to sign and approve invoices for payment on

previously authorized contracts or Purchase Orders over the Expenditure and Contracting Authority granted in writing.

Approval of this item formalizes the delegation of Expenditure and Contracting Authority to the Deputy Executive Director when the Executive Director is unavailable to perform such duties.

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 5, 2023.

HOUSING AUTHORITY RESOLUTION NO. 2023-187

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE
COUNTY OF SAN BERNARDINO ADOPTING DELEGATION OF PURCHASING AND
CONTRACTING AUTHORITY**

WHEREAS, the Housing Authority of the County of San Bernardino (HACSB) is a public agency and required to maintain a written procurement policy which outlines the guidelines and procedures for purchasing; and

WHEREAS, HACSB periodically reviews its procurement policy and agency Bylaws to utilize authorized options; and

WHEREAS, HACSB desires to grant expenditure and contracting authority to the Deputy Executive Director at such times when the Executive Director is unavailable to perform duties.

**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 authorization letter, a copy of which is 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, _____, 20__.

Secretary

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

December 12, 2023

FROM

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

SUBJECT

Meeting Minutes for Meeting Held on November 14, 2023

RECOMMENDATION(S)

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

STRATEGIC PLAN ALIGNMENT

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

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

FINANCIAL IMPACT

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

BACKGROUND INFORMATION

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

PROCUREMENT

Not applicable.

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on, December 1, 2023.

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

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in a regular meeting at the Administration Office, at 715 East Brier Drive, San Bernardino, California at 3:08 p.m. on November 14, 2023.

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

1) Call to Order and Roll Call

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

Vice-Chair Cooper
Commissioner Avila
Commissioner MacDuff
Commissioner Tarango

Chair Johnson and Commissioner Miller were recorded as absent.

Also in attendance were Maria Razo, Executive Director; Rishad Mitha, Deputy Executive Director; Kristin Maithonis, Director of Housing Services; Nicole Beydler, Director of Policy and Public Relations; Renee Kangas, Sr. Management Analyst; Lucy Leslie, Director of Housing Communities; Jesse Diaz, Director of Business Services; Angie Lardapide, Procurement and Contracts Supervisor; Brittany Cook, Procurement Officer; George Silva, Family Empowerment Services Manager; John Moore, Director of Development, 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 November 14, 2023 agenda. There were none.

3) General Public Comment

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

4) Executive Director's Report

The Executive Director's Report was requested.

Executive Director Razo gave the Executive Director's Report.

Discussion amongst the Board of Commissioners took place regarding the Executive Director's Report for November 14, 2023.

5) Board Building Presentation for November 14, 2023

Discussion calendar item number 5, to receive the board building presentation for November 14, 2023, an update of the Housing Authority of the County of San Bernardino's development projects, was requested.

Executive Director Razo explained the item.

Rishad Mitha, Deputy Executive Director, presented the Housing Authority of the County of San Bernardino's development projects presentation.

Discussion amongst the Board of Commissioners took place regarding the board building presentation for the November 14, 2023, update of the Housing Authority of the County of San Bernardino's development projects.

6) Contract Amendment No. 3 with Knowledge and Education for Your Success, Inc. for California Work Opportunity and Responsibility to Kids Housing Support Program Services

Discussion calendar item number 6, to 1) approve contract amendment No. 3 with Knowledge and Education for Your Success, Inc. for the provision of California Work Opportunity and Responsibility to Kids Housing Support Program Housing Navigator Services increasing the amount by \$5,179,380 for a total contract amount not to exceed \$36,302,037 through June 30, 2024, 2) Authorize and direct the Executive Director to execute and deliver the contract to Knowledge and Education for Your Success, Inc. and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

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

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

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

Ayes

Vice-Chair Cooper
Commissioner MacDuff
Commissioner Avila
Commissioner Tarango

Nays

7) Contract Amendment No. 3 with the San Bernardino County Transitional Assistance Department for California Work Opportunity and Responsibility to Kids Housing Support Program Services

Discussion calendar item number 7, to 1) approve contract amendment No. 3 with the San Bernardino County Transitional Assistance Department for the provision of California Work Opportunity and Responsibility to Kids Housing Support Program services increasing the amount by \$15,071,562 for a total contract amount not to exceed \$46,194,219 and extending the term by one additional year, for the total contract period of July 1, 2020, through June 30, 2025, 2) authorize and direct the Executive Director to execute and deliver the contract to the San Bernardino County Transitional Assistance Department 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.

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

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

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

Ayes

Vice-Chair Cooper
Commissioner MacDuff
Commissioner Avila
Commissioner Tarango

Nays

8) Resolution No. 185

Discussion calendar item number 8, to 1) a. authorize execution of an updated Rental Assistance Demonstration Transfer of Assistance Restrictive Covenants related to the development of the remaining parcels of land at the former Waterman Gardens public housing site, b. authorize the formation of Waterman Affordable 4 LLC with the Housing Authority and Housing Partners I, Inc. as members, 2) Authorize and direct the Executive Director to negotiate and execute such documents as are necessary to effectuate the amending and restating of the Rental Assistance Demonstration Covenant and its recordation, including the formation of Waterman Affordable 4 LLC, was requested.

Executive Director Razo explained the item.

Discussion amongst the Board of Commissioners took place regarding discussion calendar item number 8.

Commissioner Tarango moved to approve discussion calendar item number 8, as recommended by staff, and Commissioner Avila duly seconded the motion.

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

Ayes

Vice-Chair Cooper
Commissioner MacDuff
Commissioner Avila
Commissioner Tarango

Nays

9) Contract No. PC1336

Discussion calendar item number 9, to 1) Approve contract No. PC1336, effective December 1, 2023, with Reliant Asset Management Solutions, for Inspection Services and Project Based Voucher Independent Entity Services for a two-year base period with three single or a multiple year option extension through November 30, 2028, 2) Approve a total amount not to exceed \$845,937 for the two-year base period, 3) Authorize and direct the Executive Director to execute and deliver Contract No. PC 1336 to Reliant Asset Management Solutions, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Discussion amongst the Board of Commissioners took place regarding discussion calendar item number 9.

Commissioner Tarango moved to approve discussion calendar item number 9, as recommended by staff, and Commissioner Avila duly seconded the motion.

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

Ayes

Vice-Chair Cooper
Commissioner MacDuff
Commissioner Avila
Commissioner Tarango

Nays

10) Petition in support of the Renewal of the Downtown Ontario Community Benefit District

Discussion calendar item number 10, to 1) Approve a petition in support of the renewal of the Downtown Community Benefit District in the City of Ontario, 2) Obtain approval to vote “yes” on the mail ballot in support of the renewed Downtown Ontario Community Benefit District, 3) Authorize and direct the Executive Director to execute and deliver the petition and vote “yes” on the mail ballot in support of the Downtown Ontario Community Benefit District, 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.

Discussion amongst the Board of Commissioners took place regarding discussion calendar item number 10.

Commissioner Tarango moved to approve discussion calendar item number 10, as recommended by staff, and Commissioner Avila duly seconded the motion.

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

Ayes

Vice-Chair Cooper
Commissioner MacDuff
Commissioner Avila
Commissioner Tarango

Nays

11-13) Consent Calendar

Approval of the consent calendar including agenda item numbers 11-13 was requested.

Commissioner Tarango moved to approve consent calendar agenda item numbers 11-13, to:

11) Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on October 10, 2023.

12) Approve and file Agency-wide Financial Statements through July 2023.

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

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

Ayes

Vice-Chair Cooper
Commissioner Avila
Commissioner MacDuff
Commissioner Tarango

Nays

14) Closed Session Item

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9

Number of Potential Cases: One

Following closed session board item number 14, General Counsel Fred Galante reported that the board members held a closed session to discuss the item listed on the agenda, and the board unanimously provided direction to staff, with no further reportable action.

Chair Cooper provided an opportunity for individual board member comments. Commissioner Avila shared that the no-quorum study session with Executive Director Razo was very informative and would like to continue the study session in the future.

There being no other business, Commissioner MacDuff moved for the regular meeting of Tuesday, November 14, 2023, to be adjourned, and which motion was duly seconded by Commissioner Tarango. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 5:10 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

December 12, 2023

FROM

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

SUBJECT

Agency-wide Financial Statements through August 2023

RECOMMENDATION(S)

Approve and file Agency-wide Financial Statements through August 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 gain through August 2023 for Federal Fiscal Year (FFY) 2022-23 is \$3,058,532. The net gain is currently higher than the budgeted net loss of -\$126,659 with a variance of \$3,185,191.

The \$3,185,191 variance between the budgeted and the actual net income is due to the variance of gains and losses to budget such as:

- \$0.5 million more in funding received for our Housing Choice Voucher (HCV) program. The monthly amount HACSB 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 by both U.S. Department Housing and Urban Development (HUD) and HACSB. The difference between the authorized funding amount and actual funding received is deposited into a restricted HUD Held Reserve (HHR) account which can be used for future eligible expenses, with HUD's approval. There are currently 290 households with a voucher who are searching for a unit. Once these households are leased, it will positively impact the lease rate and HCV program related revenue and expenses.
- In May 2023, HUD performed the Housing Assistance Payment reconciliation for calendar year 2022 and HACSB received \$4.2 million. This cash is for prior year expenses and was not budgeted in the current fiscal year.
- Through August 2023, HACSB recognized \$6.4 million in Capital Fund income which will be used for MTW activities. This was not budgeted in the current year. We are working with our external auditors, and we anticipate that most of this amount will be deferred due to HUD guidelines and a significant amount that is recognized as revenue will be reduced.
- Related to the lease rate, there was an increase in Housing Assistance Payments in the amount of \$19.6 million. This was mainly due to rising rents which increases the per unit

costs. Additionally, the lease rate increased due to an increase in the number of voucher holders who have successfully leased-up with vouchers. Unlike the funding in the Housing Choice Voucher program, the Housing Assistance Payments 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.

- There was an increase of \$4.4 million in HUD funding related to special programs and HCV administrative fees. Most of this increase was due to an increase of \$2 million in HCV administrative fees. This is largely due to the increased lease rate in the HCV program. The administrative fee is based on the amount of vouchers leased.
- There is a decrease in tenant services expenses in the amount of \$7 million. This is largely due to our housing navigation services. \$11.3 million was budgeted for this service but HACSB has only contracted \$6.5 million of this amount. The navigation services took some time to implement due to client outreach and HACSB adjusted its leasing goals downward to meet funding levels. This caused the contract to be utilized less than was originally planned.
- Other items contributing to the variance include an increase in other income of \$2.2 million which is due to increases in residual receipts, developer's fees, refunds of property taxes, and interest income. There was also an increase of \$2.1 million in tenant income.
- HACSB's CalWORKs Housing Support Program (HSP) grant has increased and is reflecting \$2.8 million expenses over the budgeted amount. The income related to this program has increased to offset this increase in expenses.
- Depreciation expenses and gains on disposition of fixed assets are not budgeted and amount to \$3.4 million through August 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. This will lead to a decrease in 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 2024 for the prior fiscal year which is when the audited financial statements are submitted to HUD.

Financial Summary	FY 2023 YTD
Revenues	\$ 191,439,064
Expenses	\$(184,970,292)
Operating Net Income/(Loss)	\$ 6,468,772
Operating Transfers/Non-Operating Items	\$(3,410,240)
Net Income/(Loss)	\$ 3,058,532

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, practices, enhancing partnerships that will assist our staff and families, and showing 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 December 1, 2023.

HACSB Budget Comparison

Period = Oct 2022-Aug 2023

	YTD Actual	YTD Budget	Variance	% Var	Annual
INCOME					
TENANT INCOME					
Total Rental Income	27,816,271	25,959,040	1,857,231	7.15	28,326,881
Total Other Tenant Income	736,705	489,938	246,767	50.37	533,968
NET TENANT INCOME	28,552,976	26,448,979	2,103,997	7.95	28,860,849
GRANT INCOME					
TOTAL GRANT INCOME	154,493,339	134,697,926	19,795,413	14.70	146,936,780
OTHER INCOME					
TOTAL OTHER INCOME	8,392,749	6,186,568	2,206,181	35.66	6,664,147
TOTAL INCOME	191,439,064	167,333,473	24,105,591	14.41	182,461,776
EXPENSES					
GRANT EXPENSES					
TOTAL GRANT EXPENSES	10,354,082	7,529,701	-2,824,381	-37.51	8,214,219
ADMINISTRATIVE					
Total Administrative Salaries	13,634,628	14,416,529	781,901	5.42	16,054,336
Total Legal Expense	378,931	536,666	157,734	29.39	585,444
Total Other Admin Expenses	6,881,855	7,009,118	127,263	1.82	7,631,528
Total Miscellaneous Admin Expenses	2,287,768	2,564,132	276,364	10.78	2,732,339
TOTAL ADMINISTRATIVE EXPENSES	23,183,183	24,526,446	1,343,263	5.48	27,003,647
TENANT SERVICES					
TOTAL TENANT SERVICES EXPENSES	4,795,532	11,852,591	7,057,059	59.54	12,927,890
UTILITIES					
TOTAL UTILITY EXPENSES	3,721,453	3,765,337	43,883	1.17	4,071,006
MAINTENANCE AND OPERATIONS					
Total General Maint Expense	3,465,837	2,789,336	-676,500	-24.25	3,088,481
Total Materials	1,073,007	822,496	-250,511	-30.46	897,267
Total Contract Costs	3,921,386	3,351,454	-569,932	-17.01	3,656,124
TOTAL MAINTENANCE EXPENSES	8,460,229	6,963,286	-1,496,943	-21.50	7,641,871
GENERAL EXPENSES					
TOTAL GENERAL EXPENSES	2,117,282	1,327,458	-789,824	-59.50	1,456,368
EXTRAORDINARY MAINTENANCE EXPENSES					
TOTAL EXTRAORDINARY MAINTENANCE EXPENSES	4,635,405	3,865,026	-770,379	-19.93	4,169,817
HOUSING ASSISTANCE PAYMENTS					
TOTAL HOUSING ASSISTANCE PAYMENTS	125,989,805	106,346,301	-19,643,504	-18.47	116,014,147
FINANCING EXPENSE					
TOTAL FINANCING EXPENSES	1,713,321	1,283,987	-429,334	-33.44	1,400,713
TOTAL OPERATING EXPENSES	184,970,292	167,460,132	-17,510,160	-10.46	182,899,678
OPERATING NET INCOME	6,468,772	-126,659	6,595,431	5,207.23	-437,902
NET OPERATING TRANSFER IN/OUT	0	0	0	N/A	0
NON-OPERATING ITEMS					
TOTAL NON-OPERATING ITEMS	3,410,240	0	-3,410,240	N/A	0
NET INCOME	3,058,532	-126,659	3,185,191	2,514.77	-437,902

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

December 12, 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 September 2023

RECOMMENDATION(S)

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of September 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 September 30, 2023, is \$164,753.47. 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. In addition, the Authority Owned Portfolio units, 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 September 2023 is \$164,753.47, 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 September 2023
December 12, 2023

SUMMARY FOR HACSB- Authority Owned Properties

PROPERTY	NO. VACATED	TOTAL
481130 Maplewood	4	20,489.50
481131 Maplewood Scattered	1	11,621.00
438000 Yucaipa Terrace	1	(45.00)
481160 Chino	1	-
481172 - Bighorn	2	18,963.12
481174 - Yosemite	1	6,734.10
402 - Summit Place	2	24,394.00
403 - Summit Walk	3	18,305.00
408 - Sunrise Vista	2	18,396.00
409 - Andalusia	2	2,791.74
416 - Arrowhead	0	-
418 - Grandview	1	(5.50)
420 - Desert View	1	(50.00)
423 - Mesa Gardens	1	1,787.00
434a - Third	0	-
437 - Sunset Gardens	1	648.00
439 - Hampton	0	-
481 - Waterman Gardens	2	9,052.81
Concessions Write Off	0	-
TOTAL RENT WRITE OFF	25	133,081.77
Miscellaneous Charges		14,823.00
Maintenance Charges		20,340.20
Legal Charges		13,939.50
Security Deposits Applied		(17,431.00)
NET TOTAL WRITE OFF		164,753.47

Vacated Tenant Accounts for the Authority Owned Portfolio to be Written Off as Collection Loss
for the Month of September 2023
December 12, 2023

PROCUREMENT

Not applicable

REVIEW BY OTHERS

This item has been reviewed by General Legal Counsel, Fred Galante, on December 1, 2023.

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

09/30/23

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	B	A		E	513.00	6,896.00		13,342.00	635.00	577.00	21,450.00	500.00	20,950.00
2	R	A		E	250.00	2,737.50		403.00	865.00	2,102.50	6,108.00	723.00	5,385.00
3	F	C		E	824.00	5,779.00		150.00	495.00	795.00	7,219.00	250.00	6,969.00
4	G	C		E	472.00	5,077.00		200.00	570.00	1,410.00	7,257.00	1,158.00	6,099.00
TOTALS:						20,489.50	-	14,095.00	2,565.00	4,884.50	42,034.00	2,631.00	39,403.00

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	Notice to Pay or Quit	03/20/23	Posted & Hand Delivered	05/09/23	05/15/23	Y		07/18/23	09/07/23	09/07/23
2	Notice to Pay or Quit	11/14/22	Posted & Hand Delivered	12/16/22	01/11/23	N		N/A	09/07/23	09/07/23
3	Notice to Pay or Quit	05/09/23	Posted & Hand Delivered	06/13/23	06/30/23	N		N/A	09/27/23	09/27/23
4	Notice to Pay or Quit	02/10/23	Posted & Hand Delivered	03/16/23	03/23/23	N		N/A	09/27/23	09/27/23

481131 Maplewood Scattered													
1	B	S		E	\$1,054	11,621.00		647.00	803.61	845.00	13,916.61	705.00	13,211.61
TOTALS:						11,621.00	-	647.00	803.61	845.00	13,916.61	705.00	13,211.61

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice to Pay or Quit	05/08/23	05/08/23	06/15/23		N				09/06/23

438000 Yucaipa Terrace													
1	D	M		D	\$336	(45.00)		-	489.06	-	444.06	200.00	244.06
TOTALS:						(45.00)	-	-	489.06	-	444.06	200.00	244.06

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	Intenet to Vacate									09/26/23

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

Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End: 09/30/23

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
481160 Chino													
1	D	G		V	1,648.00	-	-		1,377.58	-	1,377.58	500.00	877.58
					TOTALS:	-	-	-	1,377.58	-	1,377.58	500.00	877.58
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	Intent to Vacate										09/30/23		

481172 - Bighorn													
1	M	S		E	593.00	3,579.00			1,720.00	500.00	5,799.00	1,294.00	4,505.00
2	M	D		E	1,670.00	15,384.12			904.00	500.00	16,788.12	1,150.00	15,638.12
					TOTALS:	18,963.12	-	-	2,624.00	1,000.00	22,587.12	2,444.00	20,143.12
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	Notice to Pay or Quit	04/07/23	04/07/23	05/19/23	05/26/23	y		08/10/23	09/26/23		09/01/23		
2	Notice to Pay or Quit	04/07/23	04/07/23	05/19/23	05/26/23	y		08/10/23	09/12/23		09/12/23		

481174 - Yosemite													
1	W	L		E	472.00	6,734.10			604.00	500.00	7,838.10	840.00	6,998.10
					TOTALS:	6,734.10	-	-	604.00	500.00	7,838.10	840.00	6,998.10
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice to Pay or Quit	01/10/23	Posted & Mailed	06/21/23	07/27/23	Y		06/27/23	09/12/23		09/12/23		

402 - Summit Place													
1	M	S		E						(958.00)	(958.00)		(958.00)
2	T	N		D	700.00	163.00			609.00		772.00	700.00	72.00
3	G	J		E	1,391.00	24,231.00	-		813.00	2,338.00	27,382.00	800.00	26,582.00
TOTALS:					24,394.00	-	-	1,422.00	1,380.00	27,196.00	1,500.00	25,696.00	
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	Correction to legal fees billed in previous month												
2	Death									08/07/23			
3	Notice to Pay or Quit	01/06/23	Posted	02/025/23	04/17/23	N		N/A	08/31/23		08/31/23		

*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: 09/30/23

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
403 - Summit Walk													
1	H	U		V	1,931.00	551.00	-		1,681.00		2,232.00	800.00	1,432.00
2	L	P		E	1,516.00	17,556.00			839.00	1,500.00	19,895.00	1,035.00	18,860.00
3	A	M		V	1,795.00	198.00	-		918.00		1,116.00	835.00	281.00
TOTALS:						18,305.00	-	-	3,438.00	1,500.00	23,243.00	2,670.00	20,573.00

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	Intent to Vacate	08/10/23								09/09/23
2	Notice to Pay or Quit	02/06/23	Posted	03/17/23	04/04/23	N		N/A	N/A	09/11/23
3	Intent to Vacate	08/25/23								09/05/23

408 - Sunrise Vista													
1	W	B		E	1,039.00	10,642.00			825.00		11,467.00	600.00	10,867.00
2	S	M		T	945.00	7,754.00	-		1,245.95	1,050.00	10,049.95	600.00	9,449.95
TOTALS:						18,396.00	-	-	2,070.95	1,050.00	21,516.95	1,200.00	20,316.95

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Notice to Pay or Quit	03/20/23	Posted	04/07/23	04/24/23	N		N/A	09/29/23	09/29/23
2	3 Day To Comply	02/08/23	Posted	02/20/23	03/10/23	N		N/A	08/29/23	08/29/23

409 - Andalusia													
1	W	O		V	1,161.00	115.60	-		1,265.00		1,380.60	599.00	781.60
2	B	D		V	1,161.00	2,676.14	-		465.00		3,141.14	799.00	2,342.14
							-				-		-
TOTALS:						2,791.74	-	-	1,730.00	-	4,521.74	1,398.00	3,123.74

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	Intent to vacate	08/22/23								09/25/23
2	Intent to vacate	08/02/23								09/02/23

*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:

09/30/23

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
416 - Arrowhead													
1	C	K					-		(379.00)		(379.00)		(379.00)
TOTALS:						-	-	-	(379.00)	-	(379.00)	-	(379.00)

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

418 - Grandview													
1	H	E		V	700.00	(5.50)	-	6.00	500.00		500.50	500.00	0.50
TOTALS:						(5.50)	-	6.00	500.00	-	500.50	500.00	0.50

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Intent to Vacate	05/30/23								09/07/23

420 - Desert View													
1	M	M		S	699.00	(50.00)			825.00		775.00	636.00	139.00
TOTALS:						(50.00)	-	-	825.00	-	775.00	636.00	139.00

Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date	Vacate Date
1	Skip									08/31/23

423 - Mesa Gardens													
1	R	W		V	894.00	1,787.00		75.00	160.00		2,022.00	600.00	1,422.00
TOTALS:						1,787.00	-	75.00	160.00	-	2,022.00	600.00	1,422.00

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	Intent to Vacate	07/28/23								08/31/23

*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:

09/30/23

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
434a - Third													
1	R	M							(112.00)		(112.00)		(112.00)
											-		-
TOTALS:						-	-	-	(112.00)	-	(112.00)	-	(112.00)
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Payment on bad debt												

437 - Sunset Gardens													
1	K	K		V	1,496.00	648.00	-		428.00		1,076.00	800.00	276.00
							-				-		-
TOTALS:						648.00	-	-	428.00	-	1,076.00	800.00	276.00
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	Intent to Vacate										09/13/23		

439 - Hampton													
1	M	A					-		(300.00)		(300.00)		(300.00)
							-				-		-
TOTALS:						-	-	-	(300.00)	-	(300.00)	-	(300.00)
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Payment on bad debt												

481 - Waterman Gardens													
1	C	M		E	1,362.00	7,133.00			1,155.00	1,500.00	9,788.00	250.00	9,538.00
2	D	V		E	704.00	1,919.81			939.00	1,280.00	4,138.81	557.00	3,581.81
											-		-
TOTALS:						9,052.81	-	-	2,094.00	2,780.00	13,926.81	807.00	13,119.81
Item #	Type of Notice	Date Notice Served	Posted or Hand Delivered	Date File Sent to Attorney	Date Attorney Filed in Court	Response Filed by Tenant (Y or N)		Court Date	Lock Out Date		Vacate Date		
1	Notice to Quit	11/14/2022	Posted	11/23/2022	2/7/2023	Yes		6/6/2023	8/16/2023		08/16/23		
2	Notice to Pay or Quit	2/7/2023	Posted	3/22/2023	5/23/2023	No		N/A	8/16/2023		08/09/23		

ALL PROPERTY TOTALS:						133,081.77	-	14,823.00	20,340.20	13,939.50	182,184.47	17,431.00	164,753.47
----------------------	--	--	--	--	--	------------	---	-----------	-----------	-----------	------------	-----------	------------

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.