

**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  
MARCH 12, 2024 AT 3:00 P.M.

**AGENDA**

**PUBLIC SESSION**

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

**DISCUSSION CALENDAR**

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

- 4) Receive the Executive Director's Report for March 12, 2024.  
(Page 1)
- 5) Receive the board building presentation for March 12, 2024, an update of the Housing Authority of the County of San Bernardino's legislative platform in preparation for Capitol Hill Visits.  
(Page 2)
- 6) Adopt Resolution No. 195 approving of an amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.  
(Pages 3-11)
- 7) Adopt Resolution No. 194 authorizing the Housing Authority of the County of San Bernardino to become a member of Scattered Affordable Portfolio LLC to assume 50% ownership of 263 affordable housing units.  
(Pages 12-30)

- 8) 1. Approve Amendment No. 2 to contract PC1329, effective March 13, 2024, for grant writing services to Renne Public Policy Group increasing the current amount by \$75,000 for a total contract amount not to exceed \$150,000 through December 1, 2024.
2. Authorize and direct the Executive Director to execute and deliver the contract amendment to RPPG and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction.  
(Pages 31-36)

## **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 February 13, 2024.  
(Pages 37-45)
- 10) Approve and file Agency-wide Financial Statements through November 2023.  
(Pages 46-49)
- 11) Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of December 2023.  
(Pages 50-55)
- 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**

**March 12, 2024**

**FROM**

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

**SUBJECT**

Executive Director's Report for March 12, 2024

**RECOMMENDATION(S)**

Receive the Executive Director's Report for March 12, 2024.  
(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 February 26, 2024.

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

**March 12, 2024**

**FROM**

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

**SUBJECT**

Board Building Presentation for March 12, 2024

**RECOMMENDATION(S)**

Receive the board building presentation for March 12, 2024, an update of the Housing Authority of the County of San Bernardino's legislative platform in preparation for Capitol Hill visits.  
(Presenter: Maria Razo, Executive Director, 332-6305)

**STRATEGIC PLAN ALIGNMENT**

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

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

**FINANCIAL IMPACT**

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

**BACKGROUND INFORMATION**

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

This month's board building presentation will include an update of HACSB's legislative platform in preparation for Capitol Hill visits.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on, February 26, 2024.

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

**March 12, 2024**

## **FROM**

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

## **SUBJECT**

**Amended Conflict of Interest Code**

## **RECOMMENDATION(S)**

Adopt Resolution No. 195 approving of an amended Conflict of Interest Code pursuant to the Political Reform Act of 1974.

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

## **STRATEGIC PLAN ALIGNMENT**

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

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

## **FINANCIAL IMPACT**

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

## **BACKGROUND INFORMATION**

The State of California enacted the Political Reform Act of 1974 (Act), Government Code section 81000 et seq., which contains provisions relating to conflicts of interest which potentially affect all offices, employees, and consultants. Pursuant to the Act, the HACSB Board of Commissioners adopted a Conflict of Interest Code of which was last amended on February 9, 2021. Since the last amendment, there have been updates to personnel positions and titles based on the needs of the agency. As a result, the Conflict of Interest Code is being amended to accurately reflect staff titles and to add positions that fall within the reporting requirements.

The following positions were removed from the Conflict of Interest Code:

- Assistant Director of Housing Services
- Community Manager
- Director of Human Resources
- Director of Operations
- Real Estate Development Manager
- Real Estate Services Manager
- Sr. Regional Communities Manager
- Sr. Rehab Project Coordinator

The following positions are added to the Conflict of Interest Code:

- Asset Management Analyst
- Assistant Regional Communities Manager
- Deputy Executive Director

Amended Conflict of Interest Code  
March 12, 2024

- Director of Administrative Services
- Director of Business Services
- Director of Development
- Director of Housing Communities
- Director of Housing Services
- Family Empowerment Services Manager
- Project Manager Real Estate
- Rehab Project Manager

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on March 6, 2024.

## HOUSING AUTHORITY RESOLUTION NO. 195

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

On March 12, 2024, on motion of Commissioner \_\_\_\_\_, duly seconded by Commissioner \_\_\_\_\_ and carried, the following resolution is adopted by the Board of Commissioners of the Housing Authority of the County of San Bernardino.

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

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

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

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

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

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

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

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

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

**Section 5.** This Resolution shall take effect immediately upon its adoption.

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

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

\* \* \* \* \*

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

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, March 12, 2024.

Secretary

By \_\_\_\_\_



## **APPENDIX “A”**

### **OFFICIALS WHO MANAGE PUBLIC INVESTMENTS**

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

It has been determined that the positions listed below are officials who manage public investments:<sup>1</sup>

Members of the Board of Commissioners for the Housing Authority of the County of San Bernardino  
Executive Director  
Deputy Executive Director  
Financial Consultant

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

**DESIGNATED POSITIONS**

**GOVERNED BY THE CONFLICT OF INTEREST CODE**

| <b>Designated Positions' Title or Function</b> | <b>Disclosure<br/>Categories Assigned</b> |
|--|---|
| Accounting Supervisor                          | 5   |
| Asset Management Analyst                       | 1,2                                       |
| Assistant Regional Communities Manager         | 2,5                                       |
| Director of Administrative Services            | 2,5                                       |
| Director of Business Services                  | 2,5                                       |
| Director of Development                        | 2,3,5                                     |
| Director of Housing Communities                | 2,5                                       |
| Director of Housing Services                   | 2,5                                       |
| Director of Policy & Public Relations          | 2,5                                       |
| Family Empowerment Services Manager            | 2,5                                       |
| Finance Manager                                | 1,2                                       |
| Homeownership Specialist                       | 1,2                                       |
| Housing Services Manager                       | 2,3,4                                     |
| Housing Services Supervisor                    | 2,3                                       |

|  |         |
|--|---------|
| Information Technology Manager             | 2,5     |
| Legal Counsel                              | 5       |
| Management Analyst                         | 1,2     |
| Procurement & Contracts Supervisor         | 1,2     |
| Procurement Officer                        | 4       |
| Project Manager Real Estate                | 2,3,5   |
| Property Manager                           | 2,5     |
| Rehab Project Coordinator                  | 2,3,5   |
| Rehab Project Manager                      | 2, 3, 5 |
| Sr. Management Analyst                     | 1,2     |
| Consultants and New Positions <sup>2</sup> |         |

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

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

## **APPENDIX “B”**

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

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

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

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

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

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

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

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

**March 12, 2024**

## **FROM**

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

## **SUBJECT**

**Ownership Structure for 263 Affordable Housing Units**

## **RECOMMENDATION(S)**

Adopt Resolution No. 194 authorizing the Housing Authority of the County of San Bernardino to become a member of Scattered Affordable Portfolio LLC to assume 50% ownership of 263 affordable housing units.

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

## **STRATEGIC PLAN ALIGNMENT**

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

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

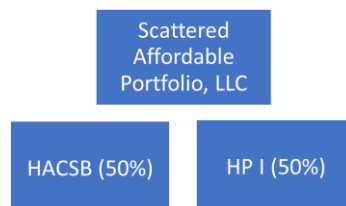
## **FINANCIAL IMPACT**

Approval of the proposed resolution for the Housing Authority of the County of San Bernardino (HACSB) to become a member of the Scattered Affordable Portfolio LLC (LLC) will allow HACSB to assume partial ownership of 263 multi-family housing units.

## **BACKGROUND INFORMATION**

HACSB has historically operated a large portfolio of Public Housing properties. As early as 2010, due to funding challenges, HACSB began the process of repositioning its Public Housing portfolio. The ongoing restructuring of this portfolio has comprised of different methods, the most utilized method being the Rental Assistance Demonstration (RAD). In 2010 prior to the inception of RAD, HACSB utilized a Public Housing repositioning method called Section 18 Disposition to convert 335 Public Housing units to Project Based Housing Choice Voucher (PBV) units. During this process the units were placed into the ownership of HACSB's affiliate non-profit Housing Partners I, Inc. (HPI).

The properties are currently in need of physical needs improvements and leveraging debt through the financing of these properties is a way to initiate the capital improvements. As part of the financing plan for these properties a LLC has been created in which HACSB and HPI are proposed to assume 50% joint ownership of 263 units. The ownership structure of the LLC is demonstrated via the organization chart below.



Ownership Structure for 263 Affordable Housing Units  
March 12, 2024

The remaining 72 units (of the original 335 units) which are not being added to this updated ownership structure may be added at a later date as regulatory restrictions on those units pertaining to the Home Investment Partnership (HOME) program are addressed.

**PROCUREMENT**

Not applicable.

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on February 28, 2024.

## HOUSING AUTHORITY RESOLUTION NO. 194

### A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO AUTHORIZING THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO TO BECOME A MEMBER OF SCATTERED AFFORDABLE PORTFOLIO LLC AND ASSUME 50% OWNERSHIP OF 263 AFFORDABLE HOUSING UNITS

On March 12, 2024, on motion of Commissioner \_\_\_\_\_, duly seconded by Commissioner \_\_\_\_\_ and carried, the following resolution is adopted by the Board of Commissioners of the Housing Authority of the County of San Bernardino.

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

**WHEREAS**, the Authority has historically operated a large portfolio of Public Housing properties until as early as 2010, due to funding challenges, the Authority began the process of repositioning its Public Housing portfolio; and

**WHEREAS**, the ongoing restructuring of this portfolio has comprised of different methods, the most utilized method being the Rental Assistance Demonstration (RAD) and Section 18 Disposition before RAD to convert 335 Public Housing units to Project Based Housing Choice Voucher (PBV) units; and

**WHEREAS**, during the restructuring process, the units were placed into the ownership of HACSB's affiliate non-profit Housing Partners I, Inc. (HPI); and

**WHEREAS**, the aforementioned units are currently in need of physical needs improvements and leveraging debt through the financing of these units is a way to initiate the capital improvements, which financing plan includes creation of a limited liability company in which the Authority and HPI are proposed to assume 50% joint ownership of 263 units; and

**WHEREAS**, the remaining 72 units (of the original 335 units), which are not being added to this updated ownership structure, may be added at a later date as regulatory restrictions on those units pertaining to the Home Investment Partnership (HOME) program are addressed; and

**WHEREAS**, the Authority is proposing to assume the 263 units through a new limited liability company, Scattered Affordable Portfolio, LLC, a California limited liability company, under an ownership structure to be memorialized in an Operating Agreement ("Operating Agreement") between the Authority and HPI, with the Authority retaining a 50% ownership interest and HPI serving as the manager and having a 50% ownership interest in Scattered Affordable Portfolio, LLC; and

**WHEREAS**, the designation of HPI as the manager of Scattered Affordable Portfolio, LLC allows the Authority to include the PBV units and still administer the vouchers through its Housing Choice Voucher program without causing a conflict of interest; and

**WHEREAS**, Authority's General Counsel formed the limited liability company, Scattered Affordable Portfolio, LLC in which the Authority serves as a member, by filing an LLC-1 limited liability company articles of organization with the California Secretary of State.



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

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

**Section 2.** The Authority is authorized to enter into the Operating Agreement in the form provided with this Resolution, along with non-substantive revisions approved by the Executive Director in consultation with Authority's General Counsel, between the Authority and HPI, Inc. as the manager and 50% member of Scattered Affordable Portfolio, LLC.

**Section 3.** The Executive Director of the Authority is hereby authorized and directed, for and in the name of the Authority and Scattered Affordable Portfolio, LLC, to execute and deliver the Operating Agreement and any other such agreements, forms or other documents as necessary to implement this Resolution and for Scattered Affordable Portfolio, LLC to serve as the owner of the designated units and in such forms approved or required by Authority's General Counsel.

**Section 4.** The Executive Director shall be authorized to execute any other form or document required by any lender, investor, regulator or other third party involved in the transaction described in this Resolution, as long as the Executive Director and General Counsel of the Authority determine that the substance of such document does not materially conflict with the substance and intent of this Resolution.

**Section 5.** This Resolution shall take effect immediately upon its adoption.

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

AYES: COMMISSIONER:

NOES: COMMISSIONER:

ABSENT: COMMISSIONER:

\* \* \* \* \*

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

I, \_\_\_\_\_, Secretary of the Board of Commissioners of the Housing Authority of the County of San Bernardino, hereby certify the foregoing to be a full, true and correct copy of the record of the action taken by the Board of Commissioners, by vote of the members present, as the same appears in the Official Minutes of said Board at its meeting of Tuesday, March 12, 2024.

Secretary

By \_\_\_\_\_  
Deputy

**OPERATING AGREEMENT**

**of**

**SCATTERED AFFORDABLE PORTFOLIO, LLC**

**March \_\_, 2024**

## **OPERATING AGREEMENT FOR SCATTERED AFFORDABLE PORTFOLIO, LLC**

This Operating Agreement (the "Agreement") is made as of March \_\_, 2024, by Housing Partners I, Incorporated, a California nonprofit public benefit corporation (referred to as the "Managing Member") and the Housing Authority of the County of San Bernardino, a public body corporate and politic (referred to as the "Member"), with reference to the following facts:

A. The Managing Member and Member formed a limited liability company (the "Company") under the California Revised Uniform Limited Liability Company Act, codified in the California Corporations Code, Section 17701 et seq., as the same may be amended from time to time (the "Act"), and wish to enter into an Operating Agreement dated May 1, 2023 (the "Agreement").

B. The Managing Member and Member desire to execute this Agreement to provide for the governance of the Company and the conduct of its business.

NOW, THEREFORE, the Managing Member and Member hereby declare the following to be the Agreement of the Company:

### **ARTICLE 1 ARTICLES OF ORGANIZATION**

Section 1.1 On January 30, 2024, the Managing Member and Member caused the Articles of Organization to be filed with the California Secretary of State, with File No. 202460719175.

Section 1.2 The name of the Company is Scattered Affordable Portfolio, LLC.

Section 1.3 The principal executive office of the Company is at 420 N. Lemon Ave., Ontario CA 91764, or such other place or places as may be determined by the Managing Member from time to time.

Section 1.4 The initial agent for service of process on the Company is Anthony Perez. The Managing Member may from time to time change the Company's agent for service of process.

Section 1.5 The Company is formed for the specific charitable purposes of: supporting the activities of the Members in providing housing and related services for low and moderate income households, including but not limited to holding, acquiring, transferring, financing, operating and maintaining real property and housing units for low and moderate income households.

Section 1.6 The term of existence of the Company commenced on the effective date of filing the Articles of Organization with the California Secretary of State and shall continue until terminated by the provisions of this Agreement or as provided by law.

Section 1.7 The Managing Member shall be the manager of the Company.

## **ARTICLE 2 DEDICATION**

Section 2.1 Property of the Company shall be irrevocably dedicated to a charitable purpose as specified in Section 214 of the Revenue and Taxation Code.

## **ARTICLE 3 CAPITALIZATION**

Section 3.1 The Managing Member and Member shall contribute to the capital of the Company the money and property specified in Exhibit A to this Agreement (collectively, “Property”). The Managing Member and Member may from time to time and at any time contribute cash or property to the Company as the Managing Member may determine.

Section 3.2 The Managing Member and Member shall not be bound by, or be personally liable for, the expenses, liabilities, or obligations of the Company except as otherwise provided in the Act or in this Agreement. The failure by the Company to observe any formalities or requirements relating to the exercise of its power or the management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Managing Member or Member.

## **ARTICLE 4 ALLOCATIONS AND DISTRIBUTIONS**

Section 4.1 If any membership interest is assigned during any fiscal year in compliance with the provisions of Article 8, profits, losses, each item thereof, and all other items attributable to such membership interest for such fiscal year shall be divided and allocated between the transferor and the transferee by taking into account their varying membership interests during the period in accordance with Internal Revenue Code section 706(d), using any convention permitted by law selected by the Managing Member. All distributions on or before the date of such assignment shall be made to the transferor, and all distributions thereafter shall be made to the transferee. Solely for purposes of making such allocations and distributions, the Company shall recognize such assignment not later than the end of the calendar month during which the assignment occurs. Neither the Company nor the Managing Member nor the Member shall incur any liability for making allocations and distributions in accordance with the provisions of this Section 4.1.

Section 4.2 All cash resulting from the operations of the Company shall be distributed to the Managing Member and Member at such times as the Managing Member and Member deem appropriate. All distributions shall be based on the percentage of ownership listed in Exhibit A. Any cash shortage experienced by the LLC will be funded by both the Managing Member and Member, based on the percentage of ownership listed in Exhibit A. The Members shall be required to provide additional capital contributions within ninety (90) days of written notice by the Managing Member to the Member or by the Member to the Managing Member of the cash shortage. In the event Member or Managing Member does not provide the required additional capital contribution, the Company shall be entitled to withhold distributions to such Member or Managing Member, respectively, and categorize the amounts as additional capital

contributions from such Member or Managing Member, until the Member or Managing Member, as applicable, has provided the full amount of additional capital contributions required. In addition, the Managing Member, with the approval of Member may obtain a short-term loan to cover any deficiency in additional capital contribution from any Member or Managing Member, as applicable.

Section 4.3 No assets of the Company shall be distributed to any member that ceases to be an organization described in Section 214 of the Revenue and Taxation Code.

## **ARTICLE 5 MANAGEMENT**

Section 5.1 The business of the Company shall be managed by the Managing Member. With approval of Member, the Managing Member may appoint one or more nonmembers as co-managers or may resign as manager at any time and appoint a nonmember as the manager of the Company on such terms and conditions as the Managing Member and such manager may agree.

Section 5.2 The Company may have a President who may, but need not, be an officer or director of the Managing Member. The Managing Member may provide for additional officers of the Company and may alter the powers, duties, and compensation of the President and of all other officers.

Section 5.3 All assets of the Company, whether real or personal, shall be held in the name of the Company.

Section 5.4 All funds of the Company shall be deposited in one or more accounts with one or more recognized financial institutions in the name of the Company, at such locations as shall be determined by the Managing Member. Withdrawal from such accounts shall require the signature of such person or persons as the Managing Member may designate.

Section 5.5 The Managing Member shall perform the following "substantial management duties" as defined in California Board of Equalization ("BOE") Rule 140.1(a)(10):

(a) execute and deliver all partnership documents on behalf of the Company approved by Managing Member and Member;

(b) execute and enforce all contracts executed by the Company; provided such contracts are pre-approved by Member;

(c) prepare or cause to be prepared all reports to be provided to the partners or lenders on a monthly, quarterly, or annual basis consistent with the requirements of any funding agreement;

(d) with the written approval of the Member, rent, maintain and repair the Project, or if such duties are delegated to a property management agent, participate in hiring and overseeing the work of the property management agent with approval by the Member; and

(e) ensure that charitable services or benefits, such as vocational training, educational programs, childcare and after-school programs, cultural activities, family counseling, transportation, meals and linkages to health and/or social services or information regarding

charitable services or benefits are made available to the low-income housing tenants.

The Managing Member will prepare and maintain records and documents evidencing performance of the duties listed above and will otherwise comply with the requirements of California Revenue and Taxation Code Section 214(g) and the California Board of Equalization rules promulgated thereunder. The Managing Member shall annually conduct a physical inspection of the Property to ensure that it is being used as a low income housing project meeting all the requirements of the California Revenue and Taxation Code Section 214(g) and the California Board of Equalization Regulation 140. The Managing Member may delegate some or all of its substantial management duties to the Member. The Agreement shall provide the Managing Member with any and all necessary authority to ensure compliance with BOE's rulings and policies, as well as federal and state tax statutes and court rulings relating directly to the above-mentioned obligations.

The Agreement will contain such other provisions as are necessary or desirable for compliance with Section 4(b) and 5 of Article XIII of the Constitution of the State of California and Section 214, 254 and 259.5 of the California Revenue and Taxation Code, as amended or regulations promulgated by the BOE in connection therewith and as are approved by the Managing Member and its counsel.

## **ARTICLE 6 ACCOUNTS AND RECORDS**

Section 6.1 Complete books of account of the Company's business, in which each Company transaction shall be fully and accurately entered, shall be kept at the Company's principal executive office.

Section 6.2 Financial books and records of the Company shall be kept on the accrual method of accounting. A balance sheet and income statement of the Company shall be prepared promptly following the close of each fiscal year in a manner appropriate to and adequate for the Company's business and for carrying out the provisions of this Agreement. The fiscal year of the Company shall be January 1 through December 31.

Section 6.3 At all times during the term of existence of the Company, and beyond that term if the Managing Member deems it necessary, the Managing Member shall keep or cause to be kept the books of account referred to in Section 6.2, and the following:

(a) A current list of the full name and last known business or residence address of the Managing Member and Member, together with the capital contributions and the share in profits and losses of the Managing Member and Member;

(b) A copy of the Articles of Organization;

(c) Copies of the Company's federal, state, and local income tax or information returns and reports, if any, for the six (6) most recent taxable years;

(d) Executed counterparts of this Agreement;

(e) Any powers of attorney under which the Articles of Organization or any

amendments thereto were executed;

(f) Financial statements of the Company for the six (6) most recent fiscal years; and

(g) The books and records of the Company as they relate to the Company's internal affairs for the current and past four (4) fiscal years.

Section 6.4 The Managing Member shall be the tax “partnership representative” for the Company under the Code and in any similar capacity under state or local law, and shall be authorized to correspond with the IRS or tax authorities on behalf of the Members and the Company; provided the Managing Member timely keeps the Member informed in writing at all times of such communications.

## **ARTICLE 7 FOR-PROFIT PROHIBITION**

Section 7.1 The Company is prohibited from merging with, or converting into, a for-profit entity.

## **ARTICLE 8 RESTRICTIONS ON TRANSFER OF MEMBERSHIP INTEREST**

The Managing Member and Member may sell, hypothecate, pledge, assign or otherwise voluntarily transfer any part or all of their membership interest or membership rights in the Company to any other person subject to the restrictions in any agreement signed by the Company or the Managing Member and Member. In the event the Managing Member and/or Member transfer their entire membership interest, the transferee(s) shall become a member without any further action, unless the Managing Member and/or Member and the transferee agree otherwise. Each member of the Company must be an organization which is (i) exempt under Section 501(c)(3) of the Internal Revenue Code or under Section 23701(d) of the Revenue and Taxation Code and must qualify for exemption under Section 214 of the Revenue and Taxation Code, or (ii) a government entity that is exempt from property taxation under Section 3 of Article XIII of the California Constitution, as to property owned by the State under subdivision (a), or as to property owned by a local government under subdivision (b) (a "Qualifying Organization").

Section 8.1 No transfer, whether direct or indirect, of any membership interest in the Company, shall be made to any person or entity that is not a Qualifying Organization whose purpose includes providing housing services to low and moderate income households.

## **ARTICLE 9 DISSOLUTION AND WINDING UP**

Section 9.1 The Company shall be dissolved on the first to occur of the following events:

- (a) The decision of the Managing Member to dissolve the Company.
- (b) The sale or other disposition of substantially all of the Company's assets.
- (c) Entry of a decree of judicial dissolution under California Corporations Code Section 17351.

Section 9.2 On the dissolution of the Company, the Company shall engage in no further business other than that necessary to wind up the business and affairs of the Company. The Managing Member shall wind up the affairs of the Company and give written notice of the commencement of winding up by mail to all known creditors and claimants against the Company whose addresses appear in the records of the Company. After paying or adequately providing for the payment of all known debts of the Company (except debts owing to the Managing Member and Member), the remaining assets of the Company shall be distributed or applied in the following order of priority:

- (a) To pay the expenses of liquidation.
- (b) To repay outstanding loans to the Managing Member and Member.
- (c) To the Managing Member, so long as the Managing Member continues to be an tax exempt charitable organization described in Section 214(g) of the Revenue and Taxation Code and Section 501(c)(3) of the Internal Revenue Code.
- (d) If the Managing Member has ceased to be a tax-exempt charitable organization, to an organization organized and operated exclusively for charitable purposes, as specified in Section 214 of the Revenue and Taxation Code, and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code, or under Section 23701d of the Revenue and Taxation Code.

## **ARTICLE 10 GENERAL PROVISIONS**

Section 10.1 This Agreement constitutes the whole and entire agreement with respect to the subject matter of this Agreement.

Section 10.2 This Agreement shall be construed and enforced in accordance with the laws of the State of California. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability or, if that is not possible, such provision shall, to the extent of such invalidity, illegality, or unenforceability, be severed, and the remaining provisions of this Agreement shall remain in effect.

Section 10.3 Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neuter gender shall include the male and female as well as a trust, firm, company, or corporation, all as the context and meaning of this Agreement may require.



Section 10.4 The Managing Member and Member represents and warrants that they have the capacity and authority to enter into this Agreement.

Section 10.5 The article, section, and paragraph titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

Section 10.6 This Agreement may be altered, amended, or repealed only by a writing signed by the Managing Member and Member, provided, however, that any amendment must be consistent with Section 214 of the Revenue and Taxation Code.

Section 10.7 Time is of the essence of every provision of this Agreement that specifies a time for performance.

Section 10.8 This Agreement is made solely for the benefit of the Managing Member and Member and the Managing Member and Member's permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement.

Section 10.9 The Managing Member and Member intend the Company to be a limited liability company under the Act.

## **ARTICLE 11 SINGLE PURPOSE ENTITY REQUIREMENTS**

Section 11.1 Without the consent of the Members, the Company hereby covenants and warrants:

- (i) It will not engage in any business or activity, other than the purposes set forth herein, and activities incidental thereto related to the Property.
- (ii) It will not acquire, own, hold, lease, operate, manage, maintain, develop or improve any assets other than the low and moderate income housing units comprising the Property and will conduct and operate its business as presently conducted and operated.
- (iii) It will not sell, transfer or encumber assets of the Company.
- (iv) It will not settle any litigation.
- (v) Reserved.
- (vi) Reserved.
- (vii) Reserved.

- (viii) Reserved.
- (ix) It will not commingle its assets with the assets of any other Person and will hold all of its assets in its own name.
- (x) It will not acquire obligations or securities of its partners, members, shareholders or Affiliates or incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other customary unsecured trade payables incurred in the ordinary course of owning and operating the Project provided the same are not evidenced by a promissory note, do not exceed, in the aggregate, at any time a maximum amount of 2% of the original principal amount of the Loan and are paid within 60 days of the date incurred.
- (xi) It will file its own tax returns and maintain its records, books of account, bank accounts, financial statements, accounting records and other entity documents separate and apart from those of any other Person and will not list its assets as assets on the financial statement of any other Person; provided, however, that (A) Company will not be required to file its own tax returns if (1) it is treated as a "disregarded entity" for tax purposes and is not required to file tax returns under applicable law, or (2) it is required by applicable law to file consolidated tax returns, and (B) Company's assets may be included in a consolidated financial statement of its Affiliate provided that (1) appropriate notation will be made on such consolidated financial statements to indicate the separateness of Company from such Affiliate and to indicate that Company's assets and credit are not available to satisfy the debts and other obligations of such Affiliate or any other Person, and (2) such assets will also be listed on Company's own separate balance sheet.
- (xii) Except for capital contributions or capital distributions permitted under the terms and conditions of its organizational documents, it will only enter into any contract or agreement with any general partner, member, shareholder, principal or Affiliate of Company or any Guarantor, or any general partner, member, principal or Affiliate thereof, upon terms and conditions that are commercially reasonable and substantially similar to those that would be available on an arm's-length basis with third parties.
- (xiii) It will not maintain its assets in such a manner that will be costly or difficult to segregate, ascertain or identify its individual assets from those of any other Person.
- (xiv) It will not assume or guaranty the debts or obligations of any other Person, hold itself out to be responsible for the debts of another Person, pledge its assets to secure the obligations of any other Person or otherwise pledge its assets for the benefit of any other Person, or hold out its credit

as being available to satisfy the obligations of any other Person.

- (xv) It will not make or permit to remain outstanding any loans or advances to any other Person except as permitted under this Agreement and will not buy or hold evidence of indebtedness issued by any other Person (other than cash or investment-grade securities).
- (xvi) Reserved.
- (xvii) It will hold itself out to the public as a legal entity separate and distinct from any other Person and conduct its business solely in its own name, will correct any known misunderstanding regarding its separate identity and will not identify itself or any of its Affiliates as a division or department of any other Person.
- (xviii) Reserved.
- (xix) Reserved.
- (xx) It will pay (or cause the property manager to pay on behalf of Company from Company's funds) its own liabilities (including salaries of its own employees and any fair and reasonable allocated portion of shared expenses with Affiliates) from its own funds; provided, however, nothing in this paragraph will require any member or partner of Company or any Borrower Principal to make any equity contribution to Company.

## **Section 11.2 Dispute Resolution; Good Faith Negotiation; Mediation.**

(a) The Parties agree that, before resorting to any formal dispute resolution process concerning any dispute arising from or in any way relating to this Operating Agreement (a "Dispute"), they will first attempt to engage in good faith negotiations in an effort to find a solution that serves their respective and mutual interests, including their continuing business/professional relationship. Party-principals agree to participate directly in the negotiations. Unless otherwise agreed in writing, the Parties shall have ten (10) business days from the date the questioning party gives Notice (defined below) of the particular issue to begin these negotiations and fifteen (15) business days from the Notice date to complete these negotiations concerning the Dispute.

(b) The Notice required under this section shall be in writing. It shall provide sufficient details of the Dispute to apprise the other party of the basis of the disputant's claims. The Notice should include the invitation to begin negotiation, and where unsuccessful, mediation. The date of delivery of the Notice shall be the triggering date upon which the time deadlines in this section will be calculated.

(c) If the negotiations do not take place within the time provided in subdivision (a) above, or if the negotiations do not conclude with a mutually agreed upon solution within that time frame (or its agreed upon extension), the Parties agree to mediate any Dispute. If the Parties

cannot agree upon a mediator, each shall select one name from a list of mediators maintained by any bona fide dispute resolution provider or other private mediator; the two selected shall then choose a third person who will serve as mediator. The Parties agree to have the principals participate in the mediation process, including being present throughout the mediation session(s). The Parties shall have forty-five (45) calendar days within which to commence the first mediation session following the conclusion of their good faith negotiations or expiration of the time within which to negotiate as provided in subdivision (a) above. The Parties further confirm their motivating purpose in selecting mediation is to find a solution that serves their respective and mutual interests, including their continuing business/professional relationship.

(d) The Parties agree to share the mediator's fees equally.

*signature on following page*

IN WITNESS WHEREOF, the Managing Member and Member have executed or caused to be executed this Agreement on the day and year first above written.

MANAGING MEMBER:

HOUSING PARTNERS I, INCORPORATED, a  
California nonprofit public benefit corporation

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

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

Its: \_\_\_\_\_

MEMBER:

HOUSING AUTHORITY OF THE COUNTY OF  
SAN BERNARDINO, a public body corporate and  
politic

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

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

Its: \_\_\_\_\_

**EXHIBIT A**

MEMBER'S CAPITAL CONTRIBUTION

| <b>Member<br/>Name</b>                               | <b>Capital<br/>Contribution</b> | <b>Membership<br/>Interest</b> | <b>Percentage<br/>Ownership</b> |
|--|---------------------------------|--------------------------------|---------------------------------|
| Housing Partners I,<br>Incorporated                  | \$100.00                        | 50.00%                         | 50.00%                          |
| Housing Authority of the<br>County of San Bernardino | \$100.00                        | 50.00%                         | 50.00%                          |

**EXHIBIT A (CONT')**

**MANAGING MEMBER CONTRIBUTED PROPERTY**

**Scattered-Sites Portfolio (335 Units)**

| <b>Scattered Affordable Portfolio, LLC</b>        |                     |            |
|---|---------------------|------------|
|   | <b>Total Units:</b> | <b>263</b> |
| 9395 La Grande Unit A-C & 9405 La Grande Unit A-C | Rancho Cucamonga    | 6          |
| 12605-12641 Benson Ave, #1-4                      | Chino               | 20         |
| 1520 Fairfield St., #1-4                          | Ontario             | 4          |
| 713 Vine Ave., #1-8                               | Ontario             | 8          |
| 1307 W. Stoneridge St.,                           | Ontario             | 3          |
| 1102 Bahia Ct., A-C                               | Ontario             | 3          |
| 1409 E. Euclid Ave, #1-10                         | Ontario             | 10         |
| 753 Ralston St., #1-8                             | Ontario             | 8          |
| 319 W. Francis, #1-6                              | Ontario             | 6          |
| 323 W. Francis, #1-6                              | Ontario             | 6          |
| 1212 Princeton St., # 1-11                        | Ontario             | 11         |
| 1054 Elma Ct.,                                    | Ontario             | 2          |
| 4649-4661 Oakdale                                 | Montclair           | 4          |
| 17668 Marygold                                    | Bloomington         | 4          |
| 17698 Marygold                                    | Bloomington         | 4          |
| 9878 Alder Ave                                    | Bloomington         | 4          |
| 709 & 725 7th St., # A-D                          | Colton              | 8          |
| 8148 Cypress Ave, # 1-5                           | Fontana             | 5          |
| 9034 Pepper St., # 1-5                            | Fontana             | 5          |
| 9045 Chantry Ave., # 1-5                          | Fontana             | 5          |
| 18290 & 18292 Pine Ave.                           | Fontana             | 2          |
| 18291 & 18293 Athol St.                           | Fontana             | 2          |
| 9164 Maple Ave., #A-B                             | Fontana             | 2          |
| 9180 Maple Ave., #A-B                             | Fontana             | 2          |
| 16988 Reed St., #1-9                              | Fontana             | 9          |
| 48 San Mateo Ct., # 1-8                           | Redlands            | 8          |
| 208-220 Sun Ave.                                  | Redlands            | 4          |
| 306-310 Sun Ave                                   | Redlands            | 2          |
| 12171 14th St.                                    | Yucaipa             | 1          |
| 12173 14th St.                                    | Yucaipa             | 1          |
| 12181 14th St.                                    | Yucaipa             | 1          |
| 12183 14th St.                                    | Yucaipa             | 1          |
| 12626 14th St., #1-5                              | Yucaipa             | 5          |
| 35152 Eureka Ave., # A-D                          | Yucaipa             | 4          |
| 21463 Yucca Loma                                  | Apple Valley        | 12         |

|  |                  |    |
|--|------------------|----|
| 15780 Sago Rd., #A-E                           | Apple Valley     | 5  |
| 13652 Yakima St., #1-6                         | Apple Valley     | 6  |
| 13162 Mohawk Rd #A-C & 13177<br>Mohawk Rd #A-C | Apple Valley     | 6  |
| 16015 Juniper St., #1-6                        | Hesperia         | 6  |
| 16031 Orange St., #A-D                         | Hesperia         | 4  |
| 16041 Orange St., #A-D                         | Hesperia         | 4  |
| 16062 Juniper, St., #A-B                       | Hesperia         | 2  |
| 16188 Juniper St., # A-B                       | Hesperia         | 2  |
| 16240 Juniper St., #A-B                        | Hesperia         | 2  |
| 15722 Tern St., #1-5                           | Victorville      | 5  |
| 15230 Condor Rd., #1-4                         | Victorville      | 4  |
| 61550 Division St., # 1-9                      | Joshua Tree      | 9  |
| 6442 Desert Queen Ave., #1-10                  | Twentynine Palms | 10 |
| 6443 Splitrock Ave., #1-10                     | Twentynine Palms | 10 |
| 7441 Cherokee Trail, # 1-6                     | Yucca Valley     | 6  |



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

**March 12, 2024**

## **FROM**

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

## **SUBJECT**

**Contract Amendment with Renne Public Policy Group for Grant Writing Services**

## **RECOMMENDATION(S)**

1. Approve Amendment No. 2 to contract PC1329, effective March 13, 2024, for grant writing services to Renne Public Policy Group increasing the current amount by \$75,000 for a total contract amount not to exceed \$150,000 through December 1, 2024.
2. Authorize and direct the Executive Director to execute and deliver the contract amendment to RPPG 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 total amount for grant writing services is not expected to exceed \$150,000 which is funded through the Housing Authority of the County of San Bernardino's (HACSB) predevelopment budget. The amount for Fiscal Year 2024 is included in the budget and will be included in subsequent fiscal year budgets.

## **BACKGROUND INFORMATION**

The Renne Public Policy Group (RPPG) continues to provide much needed services to HACSB to help secure outside funding sources to supplement predevelopment work with ongoing real estate development projects. Since entering into a contract with RPPG, they have assisted our team in applying for over \$30 million in grant funding. Most of these applications are still pending approval, as we continue to pursue additional grants with their team. As the contracted grant writer for the City of San Bernardino, they also help us to maintain an effective partnership with the City of San Bernardino (City) as we rely on them as a partner in our various funding applications for developments in San Bernardino. HACSB has benefited from this working relationship in many ways, such as making joint applications with the City as a co-applicant on several funding opportunities. Having the City as a co-applicant makes them a direct partner in our projects, and offsite work such as street paving, water and electrical work at the site can therefore be approached as a shared cost item for which we are jointly pursuing funds.

This year we are working with the team at RPPG on several funding applications on behalf of the Arrowhead Grove development, various rehab and retrofitting projects, as well as applying for

limited funding being made available through the American Recovery and Reinvestment Act. RPPG's knowledge and expertise with respect to the application requirements as well as the available funding sources has been invaluable to our team; therefore, the recommendation to the Board of Commissioners is to continue this contract.

#### **PROCUREMENT**

In May 2023, a Request for Quote (RFQ) was completed in which three consultants were solicited for services. RPPG was deemed reasonably priced, responsive, and determined most qualified to provide these services to HACSB. HACSB executed an initial contract in the amount of \$45,000 on June 1, 2023. An additional amendment was executed on December 2, 2023, which increased the contract by \$30,000 and exercised option year one through December 1, 2024. The original contract and Amendment No. 1 amounts were within the authorized amount documented in HACSB's Procurement Policy for the professional services threshold granting the Executive Director authority to execute the initial contract.

#### **REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on February 27, 2024.



**AMENDMENT #2 TO CONTRACT FOR GRANT WRITER -  
DEVELOPMENT (PC1329)**

**BETWEEN**

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

**And**

**RENNE PUBLIC POLICY GROUP (RPPG)**

This Amendment No. 2 ("Second Amendment"), dated March 13, 2024 ("Effective Date"), to Agreement for Grant Writer Services - Development (PC1329), is entered into by and between the Housing Authority of the County of San Bernardino, a California public body, ("Authority") and Renne Public Policy Group (RPPG), a 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 June 1, 2023 relating to Grant Writer Services ("Agreement") with a total price of \$45,000.00;

**WHEREAS**, the Authority and Contractor entered into the First Amendment to exercise the option year through December 1, 2024 and increase the contract by \$30,000.00 for an overall amount of \$75,000.00.

**WHEREAS**, the Authority and Contractor now wish to enter into this Second Amendment to increase the contract by \$75,000.00 for an overall amount of \$150,000.00.

**OPERATIVE PROVISIONS**

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

**Section 1.** Article 4 of the Agreement, entitled "Price" is hereby amended to increase the compensation payable to Contractor 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, 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 Second Amendment, all provisions of the Agreement, as amended, shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Second 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 Second Amendment provided herein. Each party represents and warrants to the other that the Agreement, as amended by this Second Amendment, is currently an effective, valid, and binding obligation.

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

**Section 5.** Authorization. The persons executing this Second 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 Second Amendment on behalf of said party, (iii) by so executing this Second Amendment, such party is formally bound to the provisions of this Second Amendment, and (iv) the entering into this Second 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 Renne Public Policy Group (RPPG) hereby execute this Second Amendment.

---

**Renne Public Policy Group (RPPG)**

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

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

Name\_\_\_\_\_

Title\_\_\_\_\_

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

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

Name: Maria Razo

Title: Executive Director

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

## Exhibit A-1

**Schedule Dates:**

Effective Date: March 13, 2024

Completion Date: December 1, 2024

**Total Agreement Cost: Not to exceed \$150,000.00**

|  |                     |
|--|---------------------|
| <b>Original Agreement Amount Not to Exceed</b>               | <b>\$45,000.00</b>  |
| <b>Net Change Orders Previously Approved</b>                 | <b>\$0.00</b>       |
| <b>Net Change Order – Previously Approved - Amendment #1</b> | <b>\$30,000.00</b>  |
| <b>Net Change Order – Amendment #2</b>                       | <b>\$75,000.00</b>  |
| <b>Agreement Value as Amended Not to Exceed</b>              | <b>\$150,000.00</b> |

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

**March 12, 2024**

**FROM**

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

**SUBJECT**

Meeting Minutes for Meeting Held on February 13, 2024

**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 February 13, 2024.

(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 February 13, 2024, 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, March 7, 2024.

**MINUTES OF THE ANNUAL MEETING OF THE BOARD OF COMMISSIONERS OF  
THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO  
February 13, 2024**

The Board of Commissioners of the Housing Authority of the County of San Bernardino met in an annual meeting at the Administration Office, at 715 East Brier Drive, San Bernardino, California at 3:00 p.m. on February 13, 2024.

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

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

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

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

Also in attendance were Maria Razo, Executive Director; Rishad Mitha, Deputy Executive Director; Nicole Beydler, Director of Policy and Public Relations; Renee Kangas, Sr. Management Analyst; Jesse Diaz, Director of Business Services; Angie Lardapide, Procurement and Contracts Supervisor; George Silva, Family Empowerment Services Manager; John Moore, Director of Development; Tony Chen, Project Manager; Justin Post, Management Analyst; Jennifer Dawson, Director of Administrative Services; Lucy Leslie, Director of Housing Communities; Kristin Maithonis, Director of Housing Services; Brittany Cook, Procurement Officer, and Claudia Hurtado, Executive Assistant.

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

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

Vice-Chair Cooper called for additions or deletions to the February 13, 2024, 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. National Community Renaissance President, Michael Ruane requested to comment on board agenda number 9 upon roll call.

**4) Selection of Chair and Vice-Chair**

The selection of Chair and Vice-Chair was requested.

Legal Counsel Fred Galante explained the item.

Discussion amongst the Board of Commissioners took place regarding the selection of Chair and Vice-Chair.



Commissioner MacDuff nominated Commissioner Cooper for the office of Chair and the nomination was seconded by Commissioner Avila. Upon roll call, Ayes, and Nays were as follows:

Ayes

Commissioner Cooper  
Commissioner MacDuff  
Commissioner Avila  
Commissioner Kim  
Commissioner Miller

Nays

Commissioner Avila nominated Commissioner MacDuff for the office of Vice-Chair and the nomination was seconded by Commissioner Cooper. Upon roll call, the Ayes and Nays were as follows:

Ayes

Commissioner Cooper  
Commissioner MacDuff  
Commissioner Avila  
Commissioner Kim  
Commissioner Miller

Nays

**5) 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 February 13, 2024.

**6) Board building presentation for February 13, 2024**

Discussion calendar item number 6, to receive the board presentation for February 13, 2024, highlights of the Housing Authority of the County of San Bernardino's FY 2023 Moving to Work Annual Report, was requested.

Sr. Management Analyst provided the Board with the highlights of the Housing Authority of the County of San Bernardino's FY 2023 Moving to Work Annual Report.

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

After the Board Building discussion item number 9 was requested to be presented ahead of discussion calendar items 7 and 8.

**9) Pre-development contract with National Community Renaissance of California for Phase IV of the Arrowhead Grove Development Project.**

Discussion calendar item number 9, to 1) adopt Resolution No. 189 awarding a pre-development contract, effective February 17, 2024, to National Community Renaissance of California, for predevelopment services for Phase IV of the development project at Arrowhead Grove, in the city of San Bernardino, 2) Authorize and direct the Executive Director to execute and deliver the contract to National Community Renaissance of California, and any other related documents, upon consultation with Legal Counsel, was requested.

Executive Director Razo explained the item.

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

Mike Ruane, President of National CORE, answered several of the Board members questions.

Commissioner Miller moved to approve discussion calendar item number 9, as recommended by staff and Commissioner MacDuff seconded the motion.

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

Ayes

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

Nays

Item number 10, Commitment of Resources for the Development of Arrowhead Grove Phase IV, was requested ahead of agenda items number 7 and 8.

**10) Commitment of Resources for the Development of Arrowhead Grove Phase IV**

Discussion calendar item number 10, to 1) adopt Resolution No. 193 to a) Commit to working with National Community Renaissance, if approved as developer partner, on an application for funding from the Affordable Housing for Sustainable Communities Grant to finance, in part, the construction of 92 multi-family housing units for Arrowhead Grove Phase IV, b) Committing to ground lease the project site located at baseline and Waterman Gardens in the City of San Bernardino to developer subject to receipt of a California Tax Credit Allocation Committee four percent (4%) Low-Income Housing Tax Credit allocation, c) Committing Faircloth Rental Rental Assistance Demonstration project-based voucher subsidy to the proposed 92-unit development, d) Authorizing the Executive Director, upon consultation with Legal Counsel, to execute certain agreements and documents relating to the project, 2) Direct the Executive Director to transmit all documents to the Secretary within 30 days of execution, was requested.

Executive Director Razo explained the item.

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

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

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

Ayes

Chair Cooper

Vice-Chair MacDuff

Commissioner Avila

Commissioner Miller

Commissioner Kim

Nays

**7) Employee Handbook Policy Revisions**

Discussion calendar item number 7, to adopt Resolution No. 192 approving revisions to the Housing Authority of the County of San Bernardino's Personnel Policy Handbook, was requested.

Executive Director Razo explained the item.

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

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

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

Ayes

Chair Cooper

Vice-Chair MacDuff

Commissioner Avila

Commissioner Kim

Commissioner Miller

Nays

**8) Employee Compensation Philosophy and Administrative Guidelines**

Discussion calendar item number 8, to adopt Resolution No. 191 approving revisions to the Employee Compensation Philosophy and Administrative Guidelines, was requested.

Executive Director Razo explained the item.

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

Commissioner Miller 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

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

Nays

**11) Declaration of Trust between the Housing Authority of the County of San Bernardino and the U/S/ Department of Housing and Urban Development regarding Valencia Grove Phase III**

Discussion calendar item number 11, to adopt Resolution No. 188 authorizing the Executive Director, upon consultation with legal counsel, to execute, finalize and record a Declaration of Trust between the Housing Authority of the County of San Bernardino and the U.S. Department of Housing and Urban Development regarding Valencia Grove Phase III and any ancillary documents necessary to effectuate the recordation, was requested.

Executive Director Razo explained the item.

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

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

Ayes

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

Nays

**13) Contract Amendment with CSG Advisors, Inc. for Financial Advisory Services**

Discussion calendar item number 13, to 1) Approve Amendment No. 1 to Contract No. PC1356, effective February 14, 2024, for financial advisory services to CSG Advisors, Inc., increasing the current amount by \$175,000 for a total contract amount not to exceed \$250,000 through September 14, 2024, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to CSG Advisors, 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.

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

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

Ayes

Chair Cooper

Vice-Chair MacDuff

Commissioner Avila

Commissioner Miller

Commissioner Kim

Nays

**14) Contract for Tenant Screening Services with National Credit Reporting**

Discussion calendar item number 14, to 1) Approve contract no. PC1352, effective February 25, 2024, with National Credit Reporting for Tenant Screening Services, in an amount not to exceed \$320,000 for a two-year base period with three single or multiple year option extensions through February 24, 2029, 2) Authorize and direct the Executive Director to execute and deliver Contract No. PC1352 to National Credit Reporting, 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 14.

Commissioner Avila moved to approve discussion calendar item number 14, as recommended by staff, and Commissioner MacDuff duly seconded the motion.

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

Ayes

Chair Cooper

Vice-Chair MacDuff

Commissioner Avila

Commissioner Miller

Commissioner Kim

Nays

**15) Contract amendment with Intergraded Security Management Group for Armed Guard Services**

Discussion calendar item number 15, to 1) Approve Amendment No. 8 to contract No. PC1203, effective February 29, 2024, with Intergraded Security Management Group for Armed Guard Services increasing the current contract by \$105,000 for a total amount not to exceed \$578,536.00 through February 28, 2025, 2) Authorize and direct the Executive Director to execute and deliver the contract amendment to ISMG and, upon consultation with Legal Counsel, to approve any non-substantive revisions necessary to complete the transaction, was requested.

Executive Director Razo explained the item.

Commissioner Avila moved to approve discussion calendar item number 14, as recommended by staff, and Commissioner Miller duly seconded the motion.

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

Ayes

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

Nays

**16, 17, 18, and 19) Consent Calendar**

Approval of the consent calendar including agenda item numbers 16-19 was requested.

Commissioner Avila moved to approve consent calendar agenda item numbers 16-19,

16) Approve the meeting minutes for the regular meeting of the Board of Commissioners of the Housing Authority of the County of San Bernardino held on January 9, 2024.

17) Approve and file Agency-wide Financial Statements through September 2023.

14) Approve and file Agency-wide Financial Statements through October 2023

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

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

Ayes

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

Nays

Chair Cooper provided an opportunity for individual board member comments. Commissioner MacDuff provided feedback on the construction of the Lugonia property.

There being no other business, Commissioner Miller moved for the regular meeting of Tuesday, February 13, 2024, to be adjourned, and which motion was duly seconded by Commissioner Avila. There being no objection to the call for adjournment, the meeting was adjourned by unanimous consent at 5:00 p.m.

Minutes of the Regular Meeting of the Board of Commissioners of the Housing Authority of the  
County of San Bernardino for February 13, 2024

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Tim Johnson

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David Avila

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Sylvia Miller

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Bobby Tarango

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Sungman Kim

Attest:

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Secretary

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

**March 12, 2024**

## **FROM**

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

## **SUBJECT**

**Agency-wide Financial Statements through November 2023**

## **RECOMMENDATION(S)**

Approve and file Agency-wide Financial Statements through November 2023.  
(Presenter: Maria Razo, Executive Director, 332-6305)

## **STRATEGIC PLAN ALIGNMENT**

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

## **FINANCIAL IMPACT**

The Housing Authority of the County of San Bernardino's (HACSB) year-to-date agency-wide net loss through November 2023 for Federal Fiscal Year (FFY) 2023-24 is (\$1,778,842). The net loss is currently lower than the budgeted net loss of (\$2,808,471) with a variance of \$1,029,629.

The \$1,029,629 variance between the budgeted and the actual net income is due to the variance of gains and losses to the budget, such as:

- Depreciation expenses are not budgeted and amount to \$840,000.
- The Housing Choice Voucher Program (HCV) experienced a reduction in net income of \$200,000 when compared to the budgeted amounts. This was due to the following items:
  - An increase in Housing Assistance Payments (HAP) in the amount of \$1.2 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 HCV program, HAP is not budgeted at a 100% lease rate. It is budgeted based on an estimated lease rate for the year, estimated available funding per federally approved appropriations, and on approved use of restricted HAP U.S. Department of Housing and Urban Development (HUD) held reserves.
  - \$1 million more in funding received from HUD. The monthly amount HACSB receives is based on HAP expenses in prior months and not based on the current month's HAP expense or the approved federal appropriations. 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 the U.S. Department of Housing and Urban Development (HUD) and HACSB. The difference between the authorized funding amount and actual funding received is deducted from or



deposited into a restricted HUD Held Reserve (HHR) account which can be used for future eligible expenses, with HUD's approval.

- There is a decrease in tenant services expenses in the amount of \$450,000. This is budgeted evenly for the fiscal year, but the level of services provided can vary from month to month. We expect the total expenses at year end to be materially the same as the budgeted amount.
- Physical needs work is budgeted evenly throughout the fiscal year, but the actual work performed can vary. This has reflected a lower-than-expected expense when compared to the budgeted amount since this report only accounts for one month of the fiscal year. The amount of variance is \$800,000. This is reflected in the extraordinary maintenance expenses line. Examples of extraordinary maintenance expenses budgeted include asphalt repairs, concrete repairs, roofing work, and exterior painting. We expect that the actual expense at year end will be closer to the budgeted amount.
- Lower than anticipated costs in administrative and maintenance expenses in the amount of \$350,000 primarily due to lower than anticipated consulting and professional fees, computer hardware not purchased as well as lower administrative salary expenses due to vacant positions. Since this report only accounts for one month of the fiscal year these expenses will be incurred later in the year.
- There was an increase of \$350,000 in tenant income and other income. Most of the increase was due to an increase in rental income of approximately \$270,000 and an increase of \$80,000 in other tenant income. The increase in rental income is due to accruals that are recorded in the beginning of the fiscal year for accounting purposes. These adjustments will offset with adjustments throughout the year and we expect that the actual rent income should be closer to the budgeted amount.

The information provided is based on unaudited information. During the audit process, revenue and expenses are typically adjusted and we expect a material amount of expenses related to the pension and Other Post Employment Benefit (OPEB) plans to be recognized during this process. This will lead to a decrease in the operating net income. The audited financial report will be provided to the Board of Commissioners once the audit process has been completed. The audit process will be completed in late June 2025 for the prior fiscal year which is when the audited financial statements are submitted to HUD.

| <b>Financial Summary</b>                | <b>FY 2024 YTD</b>    |
|---|-----------------------|
| Revenues                                | \$36,901,777          |
| Expenses                                | \$(37,842,501)        |
| Operating Net Income/(Loss)             | \$(940,725)           |
| Operating Transfers/Non-Operating Items | \$(838,117)           |
| <b>Net Income/(Loss)</b>                | <b>\$ (1,778,842)</b> |

### **BACKGROUND INFORMATION**

HACSB administers multiple housing programs and is the largest provider of affordable housing in the County of San Bernardino. The FFY 2024-25 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 delays in the federal budget process.

Despite ongoing challenges such as the lack of a congressionally approved funding allocation, we continue to focus on maintaining the agency's fiscal stability, customer service, innovation, best practices, partnerships that will assist our staff and families, and show a continued passion for our agency's mission.

Based on 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, February 27, 2024.

## HACSB Budget Comparison

Period = Oct 2023-Nov 2023

|  | YTD Actual      | YTD Budget        | Variance         | % Var        | Annual            |
|--|-----------------|-------------------|------------------|--------------|-------------------|
| INCOME                                   |                 |                   |                  |              |                   |
| TENANT INCOME                            |                 |                   |                  |              |                   |
| Total Rental Income                      | 5,347,981       | 5,078,102         | 269,879          | 5.31         | 30,869,944        |
| Total Other Tenant Income                | 168,391         | 85,173            | 83,219           | 97.71        | 511,667           |
| NET TENANT INCOME                        | 5,516,372       | 5,163,275         | 353,097          | 6.84         | 31,381,611        |
| GRANT INCOME                             |                 |                   |                  |              |                   |
| TOTAL GRANT INCOME                       | 30,147,781      | 29,319,675        | 828,107          | 2.82         | 175,926,069       |
| OTHER INCOME                             |                 |                   |                  |              |                   |
| TOTAL OTHER INCOME                       | 1,237,623       | 1,105,178         | 132,445          | 11.98        | 7,780,646         |
| TOTAL INCOME                             | 36,901,777      | 35,588,128        | 1,313,649        | 3.69         | 215,088,326       |
| EXPENSES                                 |                 |                   |                  |              |                   |
| GRANT EXPENSES                           |                 |                   |                  |              |                   |
| TOTAL GRANT EXPENSES                     | 1,574,119       | 1,762,574         | 188,455          | 10.69        | 10,575,443        |
| ADMINISTRATIVE                           |                 |                   |                  |              |                   |
| Total Administrative Salaries            | 2,549,913       | 2,743,755         | 193,842          | 7.06         | 17,230,491        |
| Total Legal Expense                      | 92,513          | 94,232            | 1,720            | 1.82         | 564,845           |
| Total Other Admin Expenses               | 1,224,934       | 1,404,053         | 179,119          | 12.76        | 8,080,900         |
| Total Miscellaneous Admin Expenses       | 643,715         | 865,625           | 221,910          | 25.64        | 2,960,662         |
| TOTAL ADMINISTRATIVE EXPENSES            | 4,511,075       | 5,107,665         | 596,590          | 11.68        | 28,836,897        |
| TENANT SERVICES                          |                 |                   |                  |              |                   |
| TOTAL TENANT SERVICES EXPENSES           | 533,761         | 986,243           | 452,482          | 45.88        | 2,459,644         |
| UTILITIES                                |                 |                   |                  |              |                   |
| TOTAL UTILITY EXPENSES                   | 555,630         | 752,167           | 196,537          | 26.13        | 4,514,366         |
| MAINTENANCE AND OPERATIONS               |                 |                   |                  |              |                   |
| Total General Maint Expense              | 629,818         | 574,057           | -55,761          | -9.71        | 3,535,851         |
| Total Materials                          | 333,149         | 152,799           | -180,350         | -118.03      | 916,270           |
| Total Contract Costs                     | 632,151         | 601,576           | -30,575          | -5.08        | 3,590,795         |
| TOTAL MAINTENANCE EXPENSES               | 1,595,118       | 1,328,432         | -266,686         | -20.08       | 8,042,916         |
| GENERAL EXPENSES                         |                 |                   |                  |              |                   |
| TOTAL GENERAL EXPENSES                   | 490,893         | 294,422           | -196,471         | -66.73       | 1,692,963         |
| EXTRAORDINARY MAINTENANCE EXPENSES       |                 |                   |                  |              |                   |
| TOTAL EXTRAORDINARY MAINTENANCE EXPENSES | 687,650         | 1,470,212         | 782,562          | 53.23        | 5,623,953         |
| HOUSING ASSISTANCE PAYMENTS              |                 |                   |                  |              |                   |
| TOTAL HOUSING ASSISTANCE PAYMENTS        | 27,563,420      | 26,368,380        | -1,195,040       | -4.53        | 158,210,278       |
| FINANCING EXPENSE                        |                 |                   |                  |              |                   |
| TOTAL FINANCING EXPENSES                 | 330,835         | 326,504           | -4,331           | -1.33        | 1,944,793         |
| TOTAL OPERATING EXPENSES                 | 37,842,501      | 38,396,599        | 554,097          | 1.44         | 221,901,253       |
| <b>OPERATING NET INCOME</b>              | <b>-940,725</b> | <b>-2,808,471</b> | <b>1,867,746</b> | <b>66.50</b> | <b>-6,812,927</b> |
| NET OPERATING TRANSFER IN/OUT            | 0               | 0                 | 0                | N/A          | 0                 |
| NON-OPERATING ITEMS                      |                 |                   |                  |              |                   |
| TOTAL NON-OPERATING ITEMS                | 838,117         | 0                 | -838,117         | N/A          | 0                 |
| NET INCOME                               | -1,778,842      | -2,808,471        | 1,029,629        | 36.66        | -6,812,927        |

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

**March 12, 2024**

## **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 December 2023

## **RECOMMENDATION(S)**

Approve vacated tenant accounts for the Authority Owned Portfolio to be written off as collection losses for the month of December 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 December 31, 2023, is \$80,782.18. The Housing Authority of the County of San Bernardino (HACSB) projects and anticipates collection losses in its annual budget.

## **BACKGROUND INFORMATION**

On a monthly basis, HACSB records vacated tenant accounts for the Authority Owned Portfolio for the purpose of being written off to collection losses. Authority Owned Portfolio units are owned by HACSB and were either acquired or developed through a variety of partnerships with local governments and/or HACSB's non-profit affiliate Housing Partners I, Inc., and 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 period are primarily for voluntary move-outs and evictions. The total write-off for the month of December, 2023, is \$80,782.18, 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 December 2023  
March 12, 2024

**SUMMARY FOR HACSB- Authority Owned Properties**

| <b>PROPERTY</b>             | <b>NO. VACATED</b> | <b>TOTAL</b> |
|-----------------------------|--------------------|--------------|
| 481130 - Maplewood          | 1                  | 651.00       |
| 407 - Sunset Pointe         | 2                  | 1,811.00     |
| 408 - Sunrise Vista         | 3                  | 10,888.00    |
| 409 - Andalusia             | 3                  | 28,938.00    |
| 417 - Yucca                 | 0                  | -            |
| 426 - Sunnyside             | 0                  | -            |
| 434a - Third                | 0                  | -            |
| 437 - Sunset Gardens        | 0                  | -            |
| 490 - Northport             | 8                  | 8,199.00     |
| 490106 - Mentone            | 1                  | 9,927.00     |
| Concessions Write Off       | 0                  | -            |
| <b>TOTAL RENT WRITE OFF</b> | 18                 | 60,414.00    |
| Miscellaneous Charges       |                    | 41.24        |
| Maintenance Charges         |                    | 22,263.94    |
| Legal Charges               |                    | 5,304.00     |
| Security Deposits Applied   |                    | (7,241.00)   |
| <b>NET TOTAL WRITE OFF</b>  |                    | 80,782.18    |

**PROCUREMENT**

Not applicable

**REVIEW BY OTHERS**

This item has been reviewed by General Legal Counsel, Fred Galante, on February 26, 2024.

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

12/31/23

| Item #                    | Last Name | First Name | ID No. | REASON | MONTHLY RENT | UNPAID RENT (*) | CONC. REVERSAL | UNPAID MISC (*) | MAINT. FEES   | LEGAL FEES      | TOTAL OWED      | LESS DEPOSIT  | NET DUE         |
|---------------------------|-----------|------------|--------|--------|--------------|-----------------|----------------|-----------------|---------------|-----------------|-----------------|---------------|-----------------|
| <b>481130 - Maplewood</b> |           |            |        |        |              |                 |                |                 |               |                 |                 |               |                 |
| 1                         | M         | L          |        | E      | 272.00       | 651.00          |                |                 | 240.00        | 1,930.00        | 2,821.00        | 500.00        | 2,321.00        |
| <b>TOTALS:</b>            |           |            |        |        |              | <b>651.00</b>   | -              | -               | <b>240.00</b> | <b>1,930.00</b> | <b>2,821.00</b> | <b>500.00</b> | <b>2,321.00</b> |

| Item # | Type of Notice | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |  | Court Date | Lock Out Date | Vacate Date |
|--------|----------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|--|------------|---------------|-------------|
| 1      | Notice to quit | 07/26/23           | Hand Delivered           | 08/01/23                   | 08/23/23                     | Yes                               |  | 10/18/23   | N/A           | 12/07/23    |

|                            |   |   |  |   |          |                 |   |   |                 |   |                 |                 |                 |
|----------------------------|---|---|--|---|----------|-----------------|---|---|-----------------|---|-----------------|-----------------|-----------------|
| <b>407 - Sunset Pointe</b> |   |   |  |   |          |                 |   |   |                 |   |                 |                 |                 |
| 1                          | H | J |  | V | 1,200.00 | 914.00          |   |   | 3,897.55        |   | 4,811.55        | 575.00          | 4,236.55        |
| 2                          | G | B |  | V | 820.00   | 897.00          | - |   | 270.00          |   | 1,167.00        | 500.00          | 667.00          |
| <b>TOTALS:</b>             |   |   |  |   |          | <b>1,811.00</b> | - | - | <b>4,167.55</b> | - | <b>5,978.55</b> | <b>1,075.00</b> | <b>4,903.55</b> |

| Item # | Type of Notice   | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |  | Court Date | Lock Out Date | Vacate Date |
|--------|------------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|--|------------|---------------|-------------|
| 1      | Intent to Vacate |                    |                          |                            |                              |                                   |  |            |               | 11/07/23    |
| 2      | Intent to Vacate |                    |                          |                            |                              |                                   |  |            |               | 12/06/23    |

|                            |   |   |  |   |        |                  |   |   |                 |                 |                  |                 |                  |
|----------------------------|---|---|--|---|--------|------------------|---|---|-----------------|-----------------|------------------|-----------------|------------------|
| <b>408 - Sunrise Vista</b> |   |   |  |   |        |                  |   |   |                 |                 |                  |                 |                  |
| 1                          | C | I |  | V | 984.00 | 2,725.00         |   |   | 5,646.78        |                 | 8,371.78         | 895.00          | 7,476.78         |
| 2                          | F | L |  | V | 997.00 | 385.00           |   |   | 1,670.00        |                 | 2,055.00         | 600.00          | 1,455.00         |
| 3                          | G | T |  | E | 985.00 | 7,778.00         | - |   | 1,451.00        | 1,050.00        | 10,279.00        | 985.00          | 9,294.00         |
| <b>TOTALS:</b>             |   |   |  |   |        | <b>10,888.00</b> | - | - | <b>8,767.78</b> | <b>1,050.00</b> | <b>20,705.78</b> | <b>2,480.00</b> | <b>18,225.78</b> |

| Item # | Type of Notice        | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |  | Court Date | Lock Out Date | Vacate Date |
|--------|-----------------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|--|------------|---------------|-------------|
| 1      | Notice to pay or quit | 11/07/23           | Posted                   | N/A                        |                              |                                   |  |            |               | 12/14/23    |
| 2      | Intent to Vacate      |                    |                          |                            |                              |                                   |  |            |               | 12/01/23    |
| 3      | Notice to pay or quit | 05/13/23           | Posted                   | 05/23/23                   | 10/24/23                     | N                                 |  | N          | 12/19/23      | 12/19/23    |

\*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:

12/31/23

| Item #                 | Last Name | First Name | ID No. | REASON | MONTHLY RENT | UNPAID RENT (*)  | CONC. REVERSAL | UNPAID MISC (*) | MAINT. FEES     | LEGAL FEES    | TOTAL OWED       | LESS DEPOSIT    | NET DUE          |
|------------------------|-----------|------------|--------|--------|--------------|------------------|----------------|-----------------|-----------------|---------------|------------------|-----------------|------------------|
| <b>409 - Andalusia</b> |           |            |        |        |              |                  |                |                 |                 |               |                  |                 |                  |
| 1                      | W         | O          |        |        |              |                  | -              |                 | (121.60)        |               | (121.60)         |                 | (121.60)         |
| 2                      | S         | D          |        |        |              |                  | -              |                 | (700.00)        |               | (700.00)         |                 | (700.00)         |
| 3                      | R         | C          |        | E      | 1,222.00     | 10,083.00        | -              |                 | 1,386.46        |               | 11,469.46        | 599.00          | 10,870.46        |
| 4                      | G         | J          |        | E      | 1,161.00     | 11,177.00        | -              | 41.24           | 442.00          |               | 11,660.24        | 960.00          | 10,700.24        |
| 5                      | M         | S          |        | E      | 1,275.00     | 7,678.00         | -              |                 | 787.00          | 824.00        | 9,289.00         | 599.00          | 8,690.00         |
| <b>TOTALS:</b>         |           |            |        |        |              | <b>28,938.00</b> | <b>-</b>       | <b>41.24</b>    | <b>1,793.86</b> | <b>824.00</b> | <b>31,597.10</b> | <b>2,158.00</b> | <b>29,439.10</b> |

| Item # | Type of Notice                        | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |  | Court Date | Lock Out Date | Vacate Date |
|--------|---------------------------------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|--|------------|---------------|-------------|
| 1      | Adjustment to previous month writeoff |                    |                          |                            |                              |                                   |  |            |               |             |
| 2      | Adjustment to previous month writeoff |                    |                          |                            |                              |                                   |  |            |               |             |
| 3      | Notice to pay or quit                 | 09/15/23           | Posted                   | 10/18/23                   | 11/08/23                     | N                                 |  | N/A        | N/A           | 12/13/23    |
| 4      | Notice to pay or quit                 | 07/13/23           | Posted                   | 08/14/23                   | 08/28/23                     | Y                                 |  | 12/21/23   | N/A           | 12/20/23    |
| 5      | Notice to pay or quit                 | 07/13/23           | Posted                   | 08/14/23                   | 08/28/23                     | Y                                 |  | 11/02/23   | N/A           | 12/15/23    |

|                    |   |   |  |  |  |          |          |          |          |                 |                 |          |                 |
|--------------------|---|---|--|--|--|----------|----------|----------|----------|-----------------|-----------------|----------|-----------------|
| <b>417 - Yucca</b> |   |   |  |  |  |          |          |          |          |                 |                 |          |                 |
| 1                  | P | L |  |  |  |          | -        |          |          | 1,500.00        | 1,500.00        |          | 1,500.00        |
| <b>TOTALS:</b>     |   |   |  |  |  | <b>-</b> | <b>-</b> | <b>-</b> | <b>-</b> | <b>1,500.00</b> | <b>1,500.00</b> | <b>-</b> | <b>1,500.00</b> |

| Item # | Type of Notice                        | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |  | Court Date | Lock Out Date | Vacate Date |
|--------|---------------------------------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|--|------------|---------------|-------------|
| 1      | Adjustment to previous month writeoff |                    |                          |                            |                              |                                   |  |            |               |             |

|                        |   |   |  |  |  |          |          |          |                 |          |                 |          |                 |
|------------------------|---|---|--|--|--|----------|----------|----------|-----------------|----------|-----------------|----------|-----------------|
| <b>426 - Sunnyside</b> |   |   |  |  |  |          |          |          |                 |          |                 |          |                 |
| 1                      | W | B |  |  |  |          |          |          | (298.00)        |          | (298.00)        |          | (298.00)        |
| <b>TOTALS:</b>         |   |   |  |  |  | <b>-</b> | <b>-</b> | <b>-</b> | <b>(298.00)</b> | <b>-</b> | <b>(298.00)</b> | <b>-</b> | <b>(298.00)</b> |

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

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

# Housing Authority County of San Bernardino

COLLECTION WRITE-OFFS - Authority Owned Portfolio

Month End:

12/31/23

| Item #              | Last Name | First Name | ID No. | REASON | MONTHLY RENT | UNPAID RENT (*) | CONC. REVERSAL | UNPAID MISC (*) | MAINT. FEES | LEGAL FEES | TOTAL OWED | LESS DEPOSIT | NET DUE  |
|---------------------|-----------|------------|--------|--------|--------------|-----------------|----------------|-----------------|-------------|------------|------------|--------------|----------|
| <b>434a - Third</b> |           |            |        |        |              |                 |                |                 |             |            |            |              |          |
| 1                   | R         | M          |        |        |              |                 |                |                 | (112.00)    |            | (112.00)   |              | (112.00) |
|                     |           |            |        |        |              |                 |                |                 |             |            | -          |              | -        |
| <b>TOTALS:</b>      |           |            |        |        |              | -               | -              | -               | (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 |                    |                          |                            |                              |                                   |  |            |               |             |

|                             |   |   |  |  |  |   |   |   |          |   |          |   |          |
|-----------------------------|---|---|--|--|--|---|---|---|----------|---|----------|---|----------|
| <b>437 - Sunset Gardens</b> |   |   |  |  |  |   |   |   |          |   |          |   |          |
| 1                           | K | K |  |  |  |   | - |   | (75.00)  |   | (75.00)  |   | (75.00)  |
| 2                           | M | D |  |  |  |   | - |   | (100.00) |   | (100.00) |   | (100.00) |
| <b>TOTALS:</b>              |   |   |  |  |  | - | - | - | (175.00) | - | (175.00) | - | (175.00) |

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

|                        |   |   |  |   |          |          |   |   |          |   |           |   |           |
|------------------------|---|---|--|---|----------|----------|---|---|----------|---|-----------|---|-----------|
| <b>490 - Northport</b> |   |   |  |   |          |          |   |   |          |   |           |   |           |
| 1                      | F | K |  | E | 1,560.00 | 1,092.00 |   |   | 877.00   |   | 1,969.00  | - | 1,969.00  |
| 2                      | V | S |  | E | 1,800.00 | 1,260.00 |   |   | 977.00   |   | 2,237.00  | - | 2,237.00  |
| 3                      | C | C |  | E | 1,800.00 | 1,260.00 |   |   | 877.00   |   | 2,137.00  | - | 2,137.00  |
| 4                      | L | S |  | E | 2,000.00 | 1,400.00 |   |   | 877.00   |   | 2,277.00  | - | 2,277.00  |
| 5                      | O | R |  | E | 1,430.00 | 667.00   |   |   | 177.00   |   | 844.00    | - | 844.00    |
| 6                      | P | C |  | E | 1,800.00 | 840.00   |   |   | 877.00   |   | 1,717.00  | - | 1,717.00  |
| 7                      | N | R |  | E | 1,800.00 | 840.00   |   |   | 777.00   |   | 1,617.00  | - | 1,617.00  |
| 8                      | L | L |  | E | 1,800.00 | 840.00   |   |   | 1,077.00 |   | 1,917.00  | - | 1,917.00  |
| <b>TOTALS:</b>         |   |   |  |   |          | 8,199.00 | - | - | 6,516.00 | - | 14,715.00 | - | 14,715.00 |

| 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 |                    |                          |                            |                              |                                   |  |            | 12/21/23      | 12/21/23    |
| 2      | Notice to pay or quit |                    |                          |                            |                              |                                   |  |            | 12/21/23      | 12/21/23    |
| 3      | Notice to pay or quit |                    |                          |                            |                              |                                   |  |            | 12/21/23      | 12/21/23    |
| 4      | Notice to pay or quit |                    |                          |                            |                              |                                   |  |            | 12/21/23      | 12/21/23    |
| 5      | Notice to pay or quit |                    |                          |                            |                              |                                   |  |            | 12/14/23      | 12/14/23    |
| 6      | Notice to pay or quit |                    |                          |                            |                              |                                   |  |            | 12/14/23      | 12/14/23    |
| 7      | Notice to pay or quit |                    |                          |                            |                              |                                   |  |            | 12/14/23      | 12/14/23    |
| 8      | Notice to pay or quit |                    |                          |                            |                              |                                   |  |            | 12/14/23      | 12/14/23    |

\*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: 12/31/23

| Item #                      | Last Name             | First Name         | ID No.                   | REASON                     | MONTHLY RENT                 | UNPAID RENT (*)                   | CONC. REVERSAL | UNPAID MISC (*) | MAINT. FEES      | LEGAL FEES      | TOTAL OWED       | LESS DEPOSIT    | NET DUE          |
|-----------------------------|-----------------------|--------------------|--------------------------|----------------------------|------------------------------|-----------------------------------|----------------|-----------------|------------------|-----------------|------------------|-----------------|------------------|
| <b>490106 - Mentone</b>     |                       |                    |                          |                            |                              |                                   |                |                 |                  |                 |                  |                 |                  |
| 1                           | V                     | D                  |                          | V                          | 2,138.00                     | 9,927.00                          | -              | -               | 1,363.75         | -               | 11,290.75        | 1,028.00        | 10,262.75        |
| <b>TOTALS:</b>              |                       |                    |                          |                            |                              | <b>9,927.00</b>                   | -              | -               | <b>1,363.75</b>  | -               | <b>11,290.75</b> | <b>1,028.00</b> | <b>10,262.75</b> |
| Item #                      | Type of Notice        | Date Notice Served | Posted or Hand Delivered | Date File Sent to Attorney | Date Attorney Filed in Court | Response Filed by Tenant (Y or N) |                | Court Date      | Lock Out Date    |                 | Vacate Date      |                 |                  |
| 1                           | Notice to pay or quit | 10/25/23           | Posted                   | N/A                        | N/A                          | N/A                               |                | N/A             | N/A              |                 | 11/09/23         |                 |                  |
| <b>ALL PROPERTY TOTALS:</b> |                       |                    |                          |                            |                              | <b>60,414.00</b>                  | -              | <b>41.24</b>    | <b>22,263.94</b> | <b>5,304.00</b> | <b>88,023.18</b> | <b>7,241.00</b> | <b>80,782.18</b> |

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.